



## **MINUTES**

**MARCH 11, 2025**

### **BRAZOS COUNTY COMMISSIONERS COURT**

#### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, March 11, 2025 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Bentley Nettles, Commissioner of Precinct 1, via Video Conference;  
Chuck Konderla, Commissioner of Precinct 2;  
Fred Brown, 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 Brown

2. Call for Citizen input and/or concerns

Beverly Greenwood expressed her opposition to the East Loop Project and concerns with the Quiddity Engineering contract. Mrs. Greenwood submitted a copy of her statements for the minutes, it is attached hereto.

Karen Simpson expressed continued concerns with the election process and ballot secrecy. Ms. Simpson specifically discussed issues with ballot redactions and impeding citizen's ability to audit the ballots.

Kyle Greenwood shared continued concerns with a lack of transparency related to the East Loop Project. He addressed an Open Records Request that he submitted for

documentation on the East Loop Project that is still being processed. Additionally, Mr. Greenwood requested the East Loop Project be added to the agenda for an open discussion with the community.

General Counsel, Bruce Erratt clarified that the open records request made had been addressed within 10 business days of receipt, meeting the guidelines.

Russ Ford shared information concerning a salt dome on the property in Millican that is being designated for a landfill location and urged the Court to look into it. Mr. Ford also expressed concerns about the East Loop Project and asked that the Court better explain the project to the community.

Judge Peters thanked Mr. Ford for his comments and stated that the Court is aware of the salt dome. He added that the Court has been informing the public about the East Loop Project.

Cathie Viens reiterated Karen Simpson's comments pertaining to the redactions of ballot images and Cast Vote Records. She raised concern over the ability for citizens to audit elections with the redactions and specified the particular information that the Attorney General has ruled must be redacted.

Cynde Wiley stated that she believes a misstep occurred when the Court approved software to redact election records. She addressed issues with the auditability of records with the redactions. Ms. Wiley submitted a copy of her statements for the minutes, it has been attached hereto.

### **Consider and take action on agenda items: 3 - 19**

#### **3. Proclamation 25-016 proclaiming March 2025 as Red Cross Month.**

The County Judge read aloud Proclamation 25-016 Proclaiming March 2025 as Red Cross Month. Pam Smits with the Red Cross stated that the Red Cross responds to crises in the best way possible, and could not do it without the many wonderful volunteers. Rick Kattner, a Red Cross Volunteer, shared that one of the greatest ways the community can help is through blood donations. He listed the upcoming blood drives and urged the community to donate blood to help save lives. The blood drives will be on March 18, 2025 at the Red Cross Office on Boonville, March 25, 2025 at the Red Cross Office on Boonville and March 22, 2025 at the LDS Church in College Station. A copy of the Proclamation is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

#### **4. Approval of Order 25-002 to approve Ordinance 25-003 Prohibiting Solid Waste Disposal In Brazos County, and Providing Civil And Criminal Penalties.**

Commissioner Brown made a motion to table this item to allow further research into the salt dome that was discussed during citizen input.

Judge Peters explained that they were already aware of the salt dome and he does not



see it as an issue given, the intention of the Court is to designate this particular County owned property so that it will not be sold for landfill use.

Commissioner Nettles thanked Judge Peters for his leadership on this, and giving the community a say in what will happen in the future.

Commissioner Brown rescinded his motion to table this agenda item and urged the community to stay informed on any actions taken by future Commissioners Courts on this matter.

General Counsel Bruce Erratt stated he would make sure TCEQ has the information related to the salt dome.

The Court voted unanimously to approve the order and ordinance. A copy is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

5. Requesting approval of donation to Child Welfare Board for \$24.75 from Stop Child Abuse License Plates.

A copy of the donation form is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

6. Consider and possible action on a county burn ban.

Brazos County Emergency Management Coordinator Jason Ware reported that over the last week there have not been any active wildfires in the County. Mr. Ware commended the community for being vigilant. He stated that the drought index is at 106 on the low side and 581 on the high side, putting the majority of the County in moderate drought conditions. Two of the four Fire Chiefs are in favor of a Burn Ban, a third would support the ban with the fourth being comfortable to keep an eye on conditions. On a motion from Commissioner Konderla with a second from Commissioner Brown, the Court voted unanimously to approve the burn ban, effective immediately.

Chief of Staff Ed Bull informed the Court that the Burn Ban is effective for 30 days with an option to terminate early if conditions improve.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

7. Approval of the ARTS Renewal for 1095Cs through Texas Association of Counties

A copy of the renewal of agreement is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles,

Peters, Watson.

8. Approval of Contract 25-105 Wireless Tower Support and Maintenance with Alpha Omega Wireless Inc.

Commissioner Brown asked for clarification on whether the contract only provides service to one County employee. Judge Peters provided an explanation of the contract and Purchasing Agent Charles Wendt clarified the contract should state "employees" and not "employee".

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

9. Award of the following for 101 North Texas Avenue:
  - a. CIP 25-560 Architect for 101 North Texas Avenue. Recommended Award: PlanNorth Architectural Co.
  - b. CIP 25-563 Construction Manager at Risk for 101 North Texas Avenue. Recommended Award: SpawGlass Construction Corp.

Commissioner Watson made a motion to approve and Judge Peters seconded the motion.

Commissioner Brown questioned the total cost of the project. Purchasing Agent Charles Wendt clarified that the amount on the contract is set at the maximum amount however, it is likely that it will cost less. Commissioner Nettles asked additional questions related to the cost of the project then moved to table the item to allow time for more information to be provided.

Commissioner Nettles questioned the need for additional office space. Mr. Wendt explained that a study had been done to determine the space needed, including a projection of future growth. After further discussion between Project Manager Trevor Lansdown, Auditor Katie Conner, Mr. Wendt, and the Court the item was tabled until the March 18, 2025 meeting, allowing Commissioner Nettles and Commissioner Brown the time to be informed on the details of the project.

On a motion by Commissioner Nettles, seconded by Commissioner Brown the Court voted to table this item until the March 18, 2025 meeting. Commissioner Watson abstained from the vote.

Motion: Table, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Abstain: Watson.

10. Award of RFP #CIP 25-569 Leonard Road Stabilization Project. Recommended Award: Solid Bridge Construction.

Commissioner Watson noted that this project is located in Precinct 4.

Commissioner Brown commended Purchasing Agent Charles Wendt for his efforts in

the process to determine the winning bid.

A copy of the of contract and bid tabulation is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

11. Consider and take action on the Wickson Creek SUD utility permit to construct a road bore at 9508 Weedon Loop to provide water services. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

12. Request for approval of the Final Plat of Coronado Estates Phase One along with variance request pertaining to Brazos County Subdivision Regulations, Article 6 Section A.1.b; Henry A. Adams Survey, Abstract 65; Brazos County, Texas. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

13. Approval of expenditure journal entry for Brazos County FY 24-25, December 2024 - February 2025 cash contribution of \$42,266.42 to Specialty Court program.

Commissioner Brown discussed the burden that unfunded mandates place on local government.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

14. Tax Refund Applications for the following:

**Overpayments**

- a. Denise Ayers - \$1,325.00
- b. Sharon Denise Odwin - \$500.00
- c. Donald A Ball - \$4,918.56
- d. Dennis & Bonny Roberts - \$50.00
- e. Herman Jaco Kuhn - \$300.00
- f. James B & Sarah A Shaffer - \$95.27
- g. Alexandra M Person - \$29.21
- h. Lereta LLC - \$3,917.61

**Payment in Error**

- i. Lereta - \$2,767.45

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

15. Budget Amendments.

- FY 24/25 Budget Amendments 21.01 - 21.03

21.01 - Reallocate funds for Fleet Services.

21.02 - Reallocate funds for Juvenile Services.

21.03 - Reallocate funds for 2020 Certificates of Obligation.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

16. Personnel Change of Status.

- Approval of Personnel Change of Status

A copy of the Personnel Change of Status is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

17. Payment of Claims.

Approval of Payment of Claims:

- a. 8208358 - 8208484
- b. 9203691 - 9203751

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

18. Convene into Executive Session pursuant to Texas Government Code §551.087 for deliberation regarding economic development negotiations.

At this point, the County Judge announced the Court would consider items 20 through 27 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 11:14 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate

pursuant to Section 551.087 as stated above.

The following individuals were asked to stay for the session:

Aubrey Leggett, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Kimberly Roach, Economic Development Coordinator

Nina Payne, Budget Officer

Katie Conner, Auditor

19. Consider and possible action on Executive Session.

At 11:49 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

20. Acknowledgment of the following additional members appointed to the committee for RFP CIP 25-564 Architect for Building Maintenance for the Brazos County Expo & CIP 25-565 Construction Manager at Risk for the Brazos County Expo.

- a. Bryan Brown - Ag Community Representative
- b. Jim McCord - Brazos Valley Fair & Rodeo Representative

The Court acknowledged the appointment of Bryan Brown as the Ag Community Representative and Jim McCord as the Brazos Valley Fair and Rodeo Representative, to the committee for RFP CIP 25-564 architect for Building Maintenance for the Brazos county Expo and CIP 25-565 Construction Manager at Rick for he Brazos County Expo.

21. Acknowledgement of the Brazos County, Texas, Juvenile Probation Department, Texas Juvenile Justice Department Grant Funds for the Year Ended August 31, 2024.

The Court acknowledged the receipt of the Brazos County, Texas, Juvenile Probation Department, Texas Juvenile Justice Department Grant Funds ending August 31, 2024.

22. Acknowledgement of the Brazos County Community Supervision & Corrections Department Financial Statements for the Year Ended August 31, 2024.

The Court acknowledged the receipt of the Brazos County Community Supervision and Corrections Department Financial Statements ending August 31, 2024.

23. Acknowledgement of the 2024 Annual Report for Amber Alert Network Brazos Valley.

The Court acknowledged the receipt of the 2024 Annual Report for Amber Alert Network Brazos Valley.

24. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of March 5, 2025.

Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of March 5, 2025.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of March 5, 2025.

25. Juvenile director's report on detention population.

Judge Peters reported for Juvenile Director Linda Ricketson there are 24 juveniles in the detention center, 20 are male, 4 are female, and 39 have electronic monitors.

26. Sheriff's report on inmate population.

Chief Deputy Kevin Stuart reported for Sheriff Wayne Dicky there were 720 inmates in jail, 628 inmates are male, 92 are female, and 43 have electronic monitors.

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

General Counsel Bruce Erratt asked that Judge Peters to confirm the address on agenda item number 11, Utility permit to construct a road bore at 9508 Weedon Loop. Judge Peters confirmed the aforementioned address.

Commissioner Brown requested an agenda item to discuss the creation of a County Department of Government Efficiency consisting of members from the community.

28. Adjourn.





FILED

2025 MAR -1 P 2:51

KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY, BRYAN, TEXAS  
BY *42 MCR*

**BRAZOS COUNTY  
BRYAN, TEXAS**

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET  
IN REGULAR SESSION ON MARCH 11, 2025 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). THIS  
MEETING WILL BE CONDUCTED BY VIDEO CONFERENCE WITH  
AT LEAST A QUORUM OF COMMISSIONERS COURT MEMBERS  
PARTICIPATING IN PERSON AT THE COUNTY ADMINISTRATION  
BUILDING IN ACCORDANCE WITH THE PROVISIONS SET FORTH  
IN SECTION 551.127 OF THE TEXAS GOVERNMENT CODE.**

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26. Sheriff's report on inmate population.
27. Announcement of interest items and possible future agenda topics.
28. 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 81.023 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.



The foregoing minutes of the Commissioners Court Meeting held March 11, 2025, have been examined and are approved in open Court this 1st day of April 2025, in Bryan, Brazos County, Texas.

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

Duane Peters  
County Judge

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

Bentley Nettles  
Commissioner, Precinct 1

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

Chuck Konderla  
Commissioner, Precinct 2

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

Fred Brown  
Commissioner, Precinct 3

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

Wanda J. Watson  
Commissioner, Precinct 4

Attest:

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

Karen McQueen  
County Clerk

# BRAZOS COUNTY COMMISSIONER'S COURT

11<sup>th</sup> DAY OF March, 20 25  
10:00 AM PM, Regular

Name

(PLEASE PRINT)

Aubrey Leggett

Sharyl Lowe

Delia Sandova

Kate Connor

B. ERATT

Pam Smith

Nina Payne

Charlotte Stivers

KYLE GREENWOOD

BEVERLY GREENWOOD

Karen Simpson

Charles Kuebler

Jesse Brown

Buddy Greenwood

Joe Southern

Organization

(PLEASE PRINT)

Comm. Court

Comm. Court

Comm. Court

Auditor

Co. Judge

American Red Cross

Budget

NO EAST LOOP

NO EAST LOOP

NO EAST LOOP

self

IT

IT

No East Loop

The Eagle

# BRAZOS COUNTY COMMISSIONER'S COURT

11<sup>th</sup> DAY OF March, 20 25  
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Allison LindhlandRick KATNERMIKE STREETJadyn StackCathie VicensKimberly RouerEd BullJeff ReevesJason WamJASON MORRISERIC CALDWELLBRANDON THEISBilly MelzowSpencer MaysRuss Ford

Organization

(PLEASE PRINT)

Co JudgeRed CrossKBTXtaxpayerco judgecomm courtPct 1 ConstableEMEMBCITITITBudgetCitizen

# BRAZOS COUNTY COMMISSIONER'S COURT

11<sup>th</sup> DAY OF March, 20 25  
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>Kevin Toyne</u>	<u>IT</u>
<u>Ann Bonny</u>	<u>NAAEP</u>
<u>Drew Cain</u>	<u>Span Grass</u>
<u>CHARLES BARRINGTON</u>	<u>SPANGLASS</u>
<u>Wm. Charles Windt</u>	<u>Purchasing</u>
<u>Kathryn Balthus</u>	<u>I</u>
<u>Beth Martinez</u>	
<u>Jacqueline Foster</u>	<u>Expo</u>
<u>Ase Silken</u>	<u>Agilike Ex</u>
<u>Cristian Villarreal</u>	<u>Treas</u>
<u>Bob Lankin</u>	<u>Proj. Mgmt</u>
<u>Trevor Lansdown</u>	<u>Proj. Mgmt</u>
<u>Kevin Stuart</u>	<u>BCSO</u>
<u>JOE SALVATO</u>	<u>R+B</u>
<u>Jennifer Sabzar</u>	<u>HR</u>

BRAZOS COUNTY  
COMMISSIONER'S COURT

11<sup>th</sup> DAY OF March, 2025  
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Raiana McConathyBarbara SmithDelene WashingtonKaren McQueenAshlie Peters-BowmanPam RobertsonPrarthana BanerjiKEN CHADWICKDonald LampoCynde Wiley

Organization

(PLEASE PRINT)

HRCo. JudgeDeetaCo ClerkCo Clerks Off.Veteran Service OfficeRiBFLEETConstable Pct. 2self

Beverly Greenwood, eastern Brazos County Resident, No East Loop coalition

Tuesday March 11, 2025

Brazos County awarded Quiddity Engineering \$11.2 million on February 6, 2024, over one year ago. That contract includes route & design studies to include traffic data and projections; social, economic and environmental studies; right of way data collection to include acquisition cost estimates; utility engineering and relocation investigations; roadway design surveys and construction surveys; and roadway design to include geotechnical engineering.

For the record, the no east loop leadership maintains that the \$11.2 million should never have been executed without the due diligence of justifying the need prior to the expenditure of taxpayer dollars. A simple and much less expensive traffic study would have been the fiscally responsible action. However, we continue to maintain that the inner east loop is not being pushed to solve Brazos County's traffic problems but rather has other intentions.

In December, the No East Loop Council met with ITS Consultant John Polster, ITS Engineer Barry Heard, Judge Duane Peters, Commissioner Chuck Konderla, Exec Dir of the MPO Dan Rudge, Quiddity VP Doug Bramwell, news reporter for The Eagle Joe Southern, and two other Quiddity engineers whose names I do not know.

In that three hour meeting, we asked when the traffic study would be completed. One of the Quiddity engineers told us that it would be completed in 3-4 months. That was 3.5 months ago. On February 19<sup>th</sup>, I emailed Quiddity Senior Project Manager Tonya Hobson and asked when the traffic study would be released. Jackie Wilson of the marketing firm CP&Y, a subcontractor to Quiddity on the \$11.2 million contract, was also on the email and she responded with this: "We expect to share traffic information and updates/refinements to the alignment options at the next public meeting mid this year." On Feb 20<sup>th</sup> I replied and asked why the expected date was moved to mid year. No one responded so I posed it again on February 25<sup>th</sup>. I received this answer back from Jackie:

"The traffic study is ongoing and has several factors to consider such as existing and future roadway infrastructure, traffic projections, trip start and end points, etc. Additionally, Quiddity is reviewing planning & zoning information, preliminary and final plats, and new on-going residential, commercial, and industrial developments. The study team is following the many requirements outlined in the National Environmental Policy Act (NEPA) and this process can take several years. Quiddity is also required to share information with the State and with the Bryan/College Station MPO for their review and approval as well."

1. Which is it? 3-4 months, mid-year or several years before we will see the traffic study? Remember that Quiddity has already been on contract since February 2024.



2. If this is just a study and not a TxDOT project as Commissioner Konderla told us at Bryan High back in November, why does Quiddity need to share information with the state?

3. When will the Brazos County Commissioners Court put this project on the agenda to publicly and transparently review the work being completed with the taxpayers \$11.2 million?

I am now officially and respectfully requesting that the Commissioners Court put the Inner East Loop and the \$11.2 million Quiddity contract on the agenda for public discussion in the spirit of transparency, public participation, and fiscal responsibility.

[Quoted text hidden]

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East Loop Opposition <noeastloop@gmail.com>

(Wed, Feb 19, 2025 at 9:13 PM

To: "Tanya E. Hobson PE" <thobson@quiddity.com>

Cc: Jacqie Wilson <jwilson@cdandp.com>, Noah Davis <ndavis@cdandp.com>, Lilly Swank <lswank@cdandp.com>, "Dale A. Vehlewald PE" <dvehlewald@quiddity.com>, brazosroofsandranches@gmail.com

I advertised all your information multiple times today.

Could you please give me an updated estimate on when the traffic study will be available?

Also, when will the next alignments be released? I have heard a rumor that 7C and an alignment further out will be coming out very, very soon.

The crowd is quite anxious. Some true and credible information would be greatly appreciated.

Thank you, Beverly

[Quoted text hidden]

---

Jacqie Wilson <jwilson@cdandp.com>

(Thu, Feb 20, 2025 at 12:59 PM

To: East Loop Opposition <noeastloop@gmail.com>, "Tanya E. Hobson PE" <thobson@quiddity.com>

Cc: Noah Davis <ndavis@cdandp.com>, Lilly Swank <lswank@cdandp.com>, "Dale A. Vehlewald PE" <dvehlewald@quiddity.com>, "brazosroofsandranches@gmail.com" <brazosroofsandranches@gmail.com>

Hi Beverly,

Thank you for reaching out and for sharing the comment information with the community.

We expect to share traffic information and updates/refinements to the alignment options at the next public meeting mid this year. As soon as we have a date finalized, we will begin promotion and share with the community.

Thank you again for reaching out and let us know if you have additional questions.

Sincerely,

Jacqie Wilson

Inner Loop East Study Communications Team

979-383-2036

BrazosInnerLoopEast@quiddity.com

[Quoted text hidden]

---

East Loop Opposition <noeastloop@gmail.com>

(Thu, Feb 20, 2025 at 1:34 PM

To: Jacqie Wilson <jwilson@cdandp.com>

Cc: "Tanya E. Hobson PE" <thobson@quiddity.com>, Noah Davis <ndavis@cdandp.com>, Lilly Swank <lswank@cdandp.com>, "Dale A. Vehlewald PE" <dvehlewald@quiddity.com>, "brazosroofsandranches@gmail.com" <brazosroofsandranches@gmail.com>

We were told the traffic study would be ready in three months back in early December. Why has that moved to mid year?

[Quoted text hidden]

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East Loop Opposition <noeastloop@gmail.com>

Tue, Feb 25, 2025 at 9:27 AM

To: Jacqie Wilson <jwilson@cdandp.com>

Cc: "Tanya E. Hobson PE" <thobson@quiddity.com>, Noah Davis <ndavis@cdandp.com>, Lilly Swank <lswank@cdandp.com>, "Dale A. Vehlewald PE" <dvehlewald@quiddity.com>, "brazosroofsandranches@gmail.com" <brazosroofsandranches@gmail.com>

Just following up, do you know why it has moved back to mid-year?

[Quoted text hidden]

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Jacqie Wilson <jwilson@cdandp.com>

Wed, Feb 26, 2025 at 12:15 PM

To: East Loop Opposition <noeastloop@gmail.com>

Cc: "Tanya E. Hobson PE" <thobson@quiddity.com>, Noah Davis <ndavis@cdandp.com>, Lilly Swank <lswank@cdandp.com>, "Dale A. Vehlewald PE" <dvehlewald@quiddity.com>, "brazosroofsandranches@gmail.com" <brazosroofsandranches@gmail.com>

Hi Beverly,

Thank you for following up.

The traffic study is ongoing and has several factors to consider such as existing and future roadway infrastructure, traffic projections, trip start and end points, etc. Additionally, Quiddity (QE) is reviewing planning & zoning information, preliminary and final plats, and new on-going residential, commercial, and industrial developments. The study team is following the many requirements outlined in the National Environmental Policy Act (NEPA) and this process can take several years. QE is also required to share information with the State and with the Bryan/College Station MPO for their review and approval as well.

We recognize the study process can be lengthy and the community needs information. There are several steps and processes that must be adhered to for NEPA compliance before the team is able to share their findings. Our goal is to provide accurate and timely information to the wider community so we are inclusive and transparent in how we share information and our outreach efforts. The County and the Study Team expect to share traffic information and updates/refinements to the alignment options at the next public meeting.

[Quoted text hidden]

## 3-11-25 Cynde Wiley

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- I believe a misstep happened last Tuesday when everyone voted to approve spending 13k of taxpayer's money on a redaction software program on behalf of our elections dept. Last week, Commissioner Brown, you rightfully expressed concerns, but only ballot secrecy was presented as a reason to move forward. Auditability was not addressed.
- Why do I say that ... Texas Local Govt Code Sec. 81.002: Before undertaking the duties of county judge or commissioner a person must take the official oath...(b)(2) you swear that you will not vote or consent to make a payment of county funds except for a lawful purpose.
- Tx. Constitution Art. 6 Sec. 4 ELECTIONS BY BALLOT; PURITY OF ELECTIONS; REGISTRATION OF VOTERS. In all elections by the people, the vote shall be by ballot, and the Legislature shall provide for the numbering of tickets and make such other regulations as may be necessary to detect and punish fraud and preserve the purity of the ballot box; and the Legislature shall provide by law for the registration of all voters.
- Mr. Erratt said, "First time this issue has been raised", I believe that is incorrect. Mr. Erratt, for months, has been involved in an ongoing Public Info Request for Primary Runoff ballots: regarding redactions, overcharging and unauditability concerns.
- County Attorneys representing counties in support of CW voting have cited cases that only speak to ballot secrecy and not auditability. That happened here.
- I stood here and spoke re this case. Sewell v. Chambers, as it is the only case law in Texas that addresses the actual conflict that arises between ballot secrecy and election auditability, whereby, "there are public interests which outweigh the individual's right to have his ballot kept

secret". There is a reason that "detect and punish fraud" is prioritized before ballot secrecy.

- Our EA, said she will redact "the poll location and other specific areas". Redacting information from the public is not the solution, you are denying the public the ability to audit as is legally required by federal and state law. No county should allow the elections dept. to be the only ones to audit themselves. Does the IRS allow one to audit themselves ?
- No matter how much or how little redacting or how much or how little the SoS or AG rules is permissible, it does not eliminate the ability to know a citizen's ballot. The inherent flaw in CW voting, in and of itself, is unconstitutional, for it fails to provide ballot secrecy.
- Last week, Karen Simpson, addressed our state Constitution. Others and I have read from this section of our constitution, regarding sequential ballot numbering, voter list maintenance, NCOA challenges thru True the Vote, CW voting vs. Precinct voting, and more recently re this new term "personally identifiable information" (what is that, if not your name, address, dob, license, ss#, maiden name, sex, etc.).
- Information that is required to audit and is also deemed personally identifiable, presents a conflict, where one must choose between transparency of election auditability and ballot secrecy .... There is no legal way to strike a balance of the two, where voters are not assigned to vote in a precinct.
- It was said ... but our SoS and AG told us to redact personally identifiable info., tell me where that is legally defined ???
- So now we have the situation, whereby the ones who are privy to the ballot information being redacted are those whose jobs the public has created and whose salaries the public pays, both elected and non elected, including the election dept. and 3<sup>rd</sup> party vendors whose electronic voting systems are being used to administer such information. This is unjust and tyrannical on its face.

- You can rescind the motion you approved of spending tax payers money on a program that violates one of their constitutional rights.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Proclamation 25-016 proclaiming March 2025 as Red Cross Month.

TO: Commissioners Court

DATE: 03/04/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[American Red Cross - Proclamation2\\_2025  
\(002\).pdf](#)

Proclamation - Red Cross Month

Cover Memo



# Proclamation

## AMERICAN RED CROSS MONTH 2025

**Whereas:** March was declared Red Cross Month in 1943 with a proclamation from Franklin D. Roosevelt.

**Whereas:** The American Red Cross provides services to individuals in crisis locally, nationally, and internationally. Ninety cents of every dollar donated goes to care for these individuals.

**Whereas:** Every two seconds, someone in the U.S. needs blood. The Red Cross provides about 40% of our nation's blood and blood components.

**Whereas:** American Red Cross volunteers respond to home fires every four seconds. Through education, prevention, and response, lives are saved.

**Whereas:** March sees an increase in severe weather, including tornadoes, flooding, home fires, wildfires, and hurricanes, and the American Red Cross has responded to the many disasters experienced in the last year.

**Whereas:** The American Red Cross also provides service and comfort for military service members and their families in crises.

**Whereas:** This March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Brazos County, Texas, and by renewing our commitment to helping our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and worldwide, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Heart of Texas Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

**Whereas:** Their voluntary and generous contributions shine a beacon of hope in people's darkest hours—whether they deliver shelter, food, and comfort during disasters, provide critical blood donations for hospital patients, support service members, veterans, and their families, save lives with first aid, CPR, AED, and other skills, or deliver international aid and reconnect loved ones separated by global crises.

**Whereas:** This work to uplift our community is truly made possible by those who selflessly answer the call to help whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Brazos County Commissioners Court does hereby proclaim March 2025 as Red Cross Month. We encourage all Brazos County, Texas citizens to reach out and support its humanitarian mission.

Proclaimed this 11 day of March 2025.

A blue ink signature of Duane Peters, County Judge, is written over a horizontal line.

Duane Peters  
County Judge

A blue ink signature of Bentley Nettles, County Commissioner, Precinct 1, is written over a horizontal line.

Bentley Nettles  
County Commissioner, Precinct 1

A blue ink signature of Fred Brown, County Commissioner, Precinct 3, is written over a horizontal line.

Fred Brown  
County Commissioner, Precinct 3

A blue ink signature of Chuck Konderla, County Commissioner, Precinct 2, is written over a horizontal line.

Chuck Konderla  
County Commissioner, Precinct 2

A blue ink signature of Wanda J. Watson, County Commissioner, Precinct 4, is written over a horizontal line.

Wanda J. Watson  
County Commissioner, Precinct 4





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Approval of Order 25-002 to approve Ordinance 25-003 Prohibiting Solid Waste Disposal In Brazos County, and Providing Civil And Criminal Penalties.

TO: Commissioners Court

DATE: 01/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Order of Brazos County Commissioners Court for Adoption of Ordinance.pdf</a>	Order - Adopting Ordinance	Cover Memo
<a href="#">Ordinance Prohibiting Solid Waste Disposal In Brazos County Annd Providing Civil And Criminal Penalties.pdf</a>	Ordinance Prohibiting Solid Waste Disposal	Cover Memo

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

**ORDER OF COMMISSIONERS COURT**

**Adopting Ordinance No. 25-002  
An Ordinance Prohibiting Solid Waste Disposal in Brazos County  
and Providing Civil and Criminal Penalties**

**WHEREAS**, Brazos County received and reviewed the Takings Impact Assessment concerning the proposed Ordinance prohibiting solid waste disposal in certain areas of the County; and

**WHEREAS**, Brazos County scheduled a public hearing for March 4, 2025, on the proposed Ordinance prohibiting solid waste disposal in certain areas of the County; and


**WHEREAS**, Brazos County published the public notice of the scheduled hearing on the proposed Ordinance prohibiting solid waste disposal in certain areas of the County for at least two (2) consecutive weeks before the Commissioners Court considered the proposed Ordinance; and


**WHEREAS**, Brazos County received comments and testimony at the public hearing on March 4, 2025, on the proposed Ordinance prohibiting solid waste disposal in certain areas of the County; and


**THEREFORE**, the Brazos County Commissioners Court hereby adopts the attached Ordinance; An Ordinance Prohibiting Solid Waste Disposal in Brazos County and Providing Civil and Criminal Penalties.

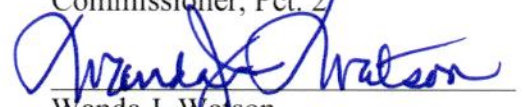
Adopted this 11<sup>th</sup> day of March 2025, by a vote of 5 ayes and 0 nays.

  
Duane Peters, County Judge


  
Bentley Nettles  
Commissioner, Pct. 1

  
Fred Brown  
Commissioner, Pct. 3

  
Chuck Konderla  
Commissioner, Pct. 2

  
Wanda J. Watson  
Commissioner, Pct. 4

ATTEST:

  
County Clerk

Ordinance No. 25-003

**AN ORDINANCE PROHIBITING SOLID WASTE  
DISPOSAL IN BRAZOS COUNTY,  
AND PROVIDING CIVIL AND CRIMINAL PENALTIES**

Be it ORDAINED, ORDERED and ADOPTED by the Commissioners Court of Brazos County, Texas:

Pursuant to Texas Health and Safety Code Section 364.012, the Brazos County Commissioners Court adopts this ordinance, An Ordinance Designating Areas in Brazos County, Texas Where Municipal and Solid Waste Disposal is Not Prohibited and Prohibiting Solid Waste Disposal in Other Areas.

**SECTION 1. DEFINITIONS**

- a. "Disposal" means the discharging, depositing, injecting, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.
- b. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, and mining operations and agricultural operations and from community and institutional activities.
- c. "Solid waste disposal system" means a plant, composting process plant, incinerator, sanitary landfill, or other works and equipment that are acquired, installed, or operated to collect, handle, store, treat, neutralize, stabilize, or dispose of solid waste, and includes the sites.

**SECTION 2. AUTHORITY**

A county may prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare. TEX. HEALTH & SAFETY CODE § 364.012.

**SECTION 3. APPLICABILITY**

This Ordinance does not apply to:

- a. Areas inside the corporate limits of any municipality;



- b. Areas for which a pending application for a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been filed with the Texas Commission on Environmental Quality or its predecessor agency;
- c. Areas for which a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been issued by the Texas Commission on Environmental Quality or any of its predecessor or successor agencies provided that the permit or other authorization is effective and valid on the effective date of this ordinance; or
- d. Areas that do not require a permit for the collection, handling, storage, processing, and disposal of industrial solid waste that is disposed of within the boundaries of a tract of land that is: (1) owned or otherwise effectively controlled by the owners or operators of the particular industrial plant, manufacturing plant, or mining operation from which the waste results or is produced; and (2) located within 50 miles from the plant or operation that is the source of the industrial solid waste. Texas Health & Safety Code § 361.090.

#### **SECTION 4. GENERAL PROVISION AND FINDINGS**

WHEREAS, the Brazos County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Brazos County, Texas and their property interest; and

WHEREAS, the disposal of solid waste is an activity that has high potential to negatively impact the health, safety and welfare of any community; and

WHEREAS, the Commissioners Court believes and hereby finds that further disposal of solid waste in additional areas of the county would constitute an unacceptable risk and threat to the public health, safety and welfare for the reasons and findings stated below, among many others, to wit:

The Court finds that the disposal of solid waste in general may negatively influence property values; and

The Court finds the use of all present technology and science with regard to the location, installation, operation and maintenance of municipal, industrial and hazardous solid waste disposal sites cannot guarantee or ensure that such sites will not contaminate, spoil and pollute areas surrounding and distant to said disposal sites;

This Court further finds that if the substances contained within disposed of solid waste escape into the air or waterways, including subsurface waterways, significant threats to the public health, safety and welfare will exist; and

This Court finds that the nature of the soils of Brazos County is such that it would allow migration of waste and hazardous materials to the contamination of groundwater, which many citizens rely on for drinking water.

The Court further finds that the traffic associated with the disposal of solid waste, which involves receiving and dispatching a large number of heavy trucks hauling waste, constitutes a hazard to the public health and a threat to the public roads;

The Court further finds that waste streams that can be received in municipal and non-hazardous industrial waste facilities include chemicals that are toxic, corrosive, flammable and explosive, and that such substances present a threat to the public health, safety and welfare;

The Court finds that the prohibition of solid waste disposal as provided in this ordinance is necessary to prevent a grave and immediate threat to life and property; and

The Court finally finds that such a prohibition is a necessary response to a real and substantial threat to public health and safety, that such a prohibition will significantly advance the health and safety of the public and that the prohibition does not impose a greater burden than necessary to protect the public health and safety under the circumstance;

## **SECTION 5. DISPOSAL OF SOLID WASTE ALLOWED**

**IT IS ORDAINED AND ORDERED** that the disposal of solid waste and the operation of a solid waste disposal system within Brazos County, Texas is not prohibited in only the following area(s):

(1) Property ID: 368083, containing 1.64, Millican North, Lot Reserve TR 2, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0020; (2) Property ID: 368084, containing 1.641, Millican North, Lot Reserve TR 3, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0030; (3) Property ID: 368085, containing 1.641, Millican North, Lot Reserve TR 3, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0031; (4) Property ID: 368086, containing 106.62, Millican North, Lot Reserve TR 4, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0040; (5) Property ID: 368087, containing 19.08, Millican North, Lot Reserve TR 5A, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0050; and (6) Property ID: 368088, containing 10.0, Millican North, Lot Reserve TR 6, Abstract 416450 – Millican North, Geographic ID: 416450-0000-0060, Brazos County Appraisal District.

## **SECTION 6. DISPOSAL OF SOLID WASTE PROHIBITED**

**IT IS FURTHER ORDAINED AND ORDERED** that the disposal of municipal solid waste and industrial solid waste and the operation of a solid waste disposal system is **PROHIBITED** in all other areas of Brazos County, Texas.

## **SECTION 7. CIVIL REMEDIES AND PENALTIES**

- (a) Any violation of this ordinance is subject to a civil penalty of \$10,000.00 for each violation. Such penalty to be forfeited to Brazos County, Texas. Each day that a violation continues constitutes a separate ground for recovery.
- (b) The Commissioners Court of Brazos County, Texas, may bring a legal action to enjoin violations of this ordinance and seek judgment for any civil penalties.



**SECTION 8.****CRIMINAL PENALTY**

- (a) Disposal of solid waste in violation of this ordinance constitutes a class C misdemeanor punishable by a fine not to exceed \$500.00.
- (b) Each day that a violation continues constitutes a separate offense under this ordinance.





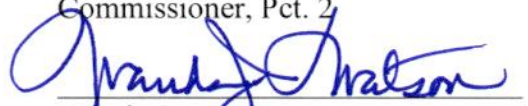
**SECTION 9.****SEVERABILITY**

If any portion of this ordinance is deemed to be in violation of the statutes or the constitution of this state or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the ordinance shall remain in full force and effect.

**SECTION 10. EFFECTIVE DATE**

This ordinance shall become effective immediately upon adoption.

Read and adopted this 11<sup>th</sup> day of March, 2025, by a vote of 5 ayes and 0 nays.

  
Duane Peters, County Judge  
Bentley Nettles  
Commissioner, Pct. 1  
Fred Brown  
Commissioner, Pct. 3  
Chuck Konderla  
Commissioner, Pct. 2  
  
Wanda J. Watson  
Commissioner, Pct. 4

ATTEST:

  
County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Requesting approval of donation to Child Welfare Board for \$24.75 from Stop Child Abuse License Plates.

TO: Commissioners Court

DATE: 03/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Donation\\_from.pdf](#)

**Description**

Donation From

**Type**

Cover Memo



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

Date: 3/5/25

- ☒ Acceptance of Donated/Awarded Property  
(Awarded property requires signed court documentation)
- ☐ Donation of County Property
- ☐ Acceptance of Donated Inmate Property  
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: \_\_\_\_\_

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

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ SN/VIN #: \_\_\_\_\_

☐ Functional ☒ Non-Functional. Explain if Non-Functional Check

Additional Description/Information: Check from Stop Child Abuse License Plates for 24.75

Estimated Value: 24.75

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

Acceptance of Donated Property	Donation of County Property
Check the appropriate account based on estimated value of property being accepted:	Check the appropriate entity property being donated to:
<input checked="" type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: _____
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name _____
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name _____

**\*Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.**

38000100-46023000

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

Requesting Department: Child Welfare Board  
Department Name

Kadil  
Authorized Signature

Organization Receiving Donated Property: \_\_\_\_\_  
Authorized Signature

Approved by Commissioners Court on this 11 day of March 2025.

[Signature]  
Commissioners Court Approval





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Consider and possible action on a county burn ban.

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

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



**BRAZOS COUNTY  
BRYAN, TEXAS**

**ORDER**

**PROHIBITION OF OUTDOOR BURNING**

**WHEREAS**, in accordance with provisions of the Texas Local Government Code, Chapter 352, a drought condition exists or has existed in Brazos County, Texas as determined by Texas Local Government Code Chapter 352; and,

**WHEREAS**, the Commissioners Court makes a finding that circumstances present in all or part of the unincorporated area of Brazos County create a public safety hazard that would be exacerbated by outdoor burning.

**BE IT THEREFORE ORDERED** that the following regulations are hereby established for all unincorporated areas of Brazos County, Texas for the duration of the above mentioned declaration;

1. **Action Prohibited:**

A person violates this order if he or she burns any combustible material outside of an enclosure serving to contain all flames and/or sparks, or orders such burning by others.

2. **Enforcement:**

**A.** As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

**B.** Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

**C.** If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatcher's log containing the time, date, and place of the warning, and the name of the person receiving the warning.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of the order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

4. This Order prohibiting Outdoor Burning takes effect on March 11, 2025 and will expire on April 8, 2025 unless terminated earlier by the Commissioners Court or the County Judge. The Commissioners Court hereby designates to the County Judge the authority to terminate this Order in accordance with Local Government Code Section 352.081(c)(2).

5. This prohibition does not apply to prescribed outdoor burning activities related to public health and safety and/or trench-burning related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility; (3) natural gas pipeline or mining operations; (4) planting or harvesting of agriculture crops; or (5) burns that are conducted by a prescribed burn manager certified under Section 153.048 of the Texas Natural Resources Code, and meet the standards of Section 153.047 of the Texas Natural Resources Code.

6. **Exception(s):**

**A. Welding**

Welding may be allowed under the following guidelines only:

Provide a spotter for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark.

- Maintain a minimum perimeter around the welding area of a radius of 25 feet or three times the height of the actual welding, whichever is greater. (Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet radius must be protected). The perimeter must be clear of vegetation and kept wet. If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc., by utilizing fire resistant tarps).
- Maintain a minimum of 100 gallons of water at the site.
- Maintain a minimum of one (1) water pressure fire extinguisher per spotter.
- No weldings shall occur if winds are greater than 20 mph or relative humidity is less than 30%.
- Prior to conducting any welding activity, the welder shall give notice to the Brazos County Dispatch on their non-emergency number at (979-361-3888). The notice may be by phone but shall give the name of the welder conducting the welding operation, the location of the operation, cell phone number of other contact information, and the name of party responsible.

**B. Outdoor Cooking**

All outdoor cooking or open flame devices are prohibited.

- Unless the cooking device is propane or natural gas and has a complete and full enclosure that it utilizes at all times.
- Unless the cooking device is wood or charcoal and has a complete and full enclosure that is utilized, and all areas around cooking device shall be clear of vegetation and/or combustible materials or debris for a 5' radius.

**BE IT ALSO ORDERED** that this order may be enforced by any duly commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

APPROVED this 11 day of April, 2025.

  
Duane Peters, County Judge

  
Bentley Nettles, Commissioner, Precinct 1

  
Chuck Konderla, Commissioner, Precinct 2

  
Fred Brown, Commissioner, Precinct 3

  
Wanda J. Watson, Commissioner, Precinct 4



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/11/2025

ITEM:

Approval of the ARTS Renewal for 1095Cs through Texas Association of Counties

TO:

Commissioners Court

DATE:

03/06/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**Department requesting Agenda Item:** Human Resources

**Brief explanation of Agenda Item and budget impact:**

As a member of the Texas Association of Counties (TAC), Brazos County receives the service of 1095-C preparation and reporting at no cost. This service ensures compliance with ACA reporting requirements. There is no budget impact, as the service is provided free of charge.

NOTES/EXCEPTIONS:

**Consequences for failing to approve Agenda Item:**

Failure to adopt this agreement would require the County to manually track, prepare, and report 1095-Cs for all participants, increasing administrative burden and potential compliance risks.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Approval of Contract 25-105 Wireless Tower Support and Maintenance with Alpha Omega Wireless Inc.

TO: Commissioners Court

FROM: Beth Martinez

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Wireless internet support for the IT Department to facilitate communication between Brazos County and the DPS Office. This contract is on a state cooperative DIR-TELE-CTSA-001 with an annual fee of \$2,616.30. This contract provides service to a Brazos County employee. Interruption in this service would impede this employee's capability to efficiently complete their job essentially hindering productivity.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Partially Executed Contract 25-](#)

[105 Wireless Tower Support and Maintenance.pdf](#)

Partially Executed Contract 25-105 Wireless Tower  
Support and Maintenance

Backup Material

**WIRELESS TOWER SUPPORT AND MAINTENANCE  
FOR BRAZOS COUNTY SERVICE CONTRACT**

**BRAZOS COUNTY PURCHASING DEPT.**  
**200 S. Texas Ave., Ste. 352**  
**Bryan, Texas 77803**  
**Telephone (979) 361-4292**

**Contract No. 25-105**  
**Page 1 of 11 Pages**

**GENERAL REQUIREMENT FOR CONTRACT**

I, Gina Wargo as a duly authorized representative of Alpha Omega Wireless Inc.  
"Contractor" willingly attest to perform (or deliver) as per **Exhibit A** for Brazos County.  
I further agree to all of the provisions and specifications contained in this contract.

**TERM**

The term of this contract will be for one (1) year with an expiration date of March 09, 2026.

**ASSIGNMENT**

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

**AWARD**

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

**BIDDERS RESPONSIBILITY**

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.



**CONTRACT OBLIGATION**

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

**QUANTITIES**

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

**HOLD HARMLESS AGREEMENT**

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

**INSPECTIONS & TESTING**

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

**ADDITION/MODIFICATION OF LOCATIONS OR SERVICES**

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

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

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

**SUBCONTRACTING**

Any subcontracting must be approved prior to commencement of the Contract by Brazos County.

**INVOICES & PAYMENTS**

Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the contractor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

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

**PRICING**

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

**TAXES**

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

**GOVERNING FORMS**

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the contractor; the terms of this contract shall supersede.



**GOVERNING LAW AND VENUE**

This bid solicitation is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

**COMPLIANCE WITH LAW**

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

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

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

**DISQUALIFICATION OF OFFEROR**

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

**SEVERABILITY**

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

**SILENCE OF SPECIFICATIONS**

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

**TERMINATION**

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

**POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE****CONTRACTOR'S INSURANCE**

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

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

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

**LIMITATIONS**

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

**COVERAGES/WAGES**

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

**SOVEREIGN IMMUNITY**

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

**NOTICES**

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

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

**CONTRACTOR:**

**Sales Contract Name:**

**Phone Number:**

**Billing Info:**

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**FISCAL FUNDING CLAUSE**

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

**WAIVERS**

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

**ENTIRE CONTRACT**

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

**AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the contractor shall be retained and made available by the contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

**AUDIT RESPONSIBILITY**

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

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

**INDEMNIFICATION**

The contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said contractor or his employees or by or in consequence of any

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

**V.T.C.A. LOCAL GOVERNMENT CODE §262.0276**

**THIS SECTION MUST BE COMPLETED. FAILURE TO COMPLETE THIS SECTION WILL DISQUALIFY THE BID**

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt" shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Gina Wargo	CFO
Joseph Wargo	Founder

**LEGISLATIVE CERTIFICATIONS**

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 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

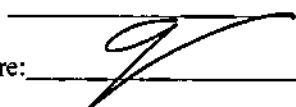
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

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.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Alpha Omega Wireless Inc.

Authorized Company Representative: Gina Wargo

Address: 8708 S. Congress Ave. Suite B-260 Austin TX 78745

Signature: 

Date: 2-27-2025

Contract #: 25-105



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

- ☐ V.T.C.A. Local Government Code §262.0276 for Tax Verification (PAGE 9)
- ☐ Legislative Certifications (PAGE 10)
- ☐ Certification of Bid (PAGE 11)

**CERTIFICATION OF BID**

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

Signed By:  Title: CFO

Typed Name: Gina Wargo


Company Name: Alpha Omega Wireless Inc. Phone Number: 512-966-8525

Email Address: gina@aowireless.com

Mailing Address: 8708 S. Congress Ave. Suite B-260 Austin TX 78745  
P.O. Box or Street City State Zip

Employer Identification Number: 20-0198347

Approved by Commissioners' Court on this 11 day of March 2025 by

 Holding the position of County Judge

Agreement for

County of Brazos

COBRAZOS2025S - Annual Support and Maintenance

2/11/2025

*Presented by:*



Alpha Omega Wireless, Inc.

8708 S. Congress Ave, Suite B-260

Austin, TX 78745

800-997-9250 main

512-298-1646 fax

[www.aowireless.com](http://www.aowireless.com)

[info@aowireless.com](mailto:info@aowireless.com)



This document contains strict, proprietary, and confidential information that has been developed and/or obtained by Alpha Omega Wireless™. The enclosed information in this document is an asset of Alpha Omega Wireless™ which provides a significant competitive advantage, and requires protection from improper disclosure. No part of this document in any manner, either directly or indirectly, shall be disclosed, divulged, duplicated, or used, in whole or in part for any purpose outside of the Client mentioned with in this document, its employees, agents, and representatives other than for client evaluation.

\*\*\*CONFIDENTIAL\*\*\*



## Product & Services Agreement

County of Brazos  
Attention: Matt Wolfe  
502 W 26th St

Date  
2/11/2025

Valid To  
5/12/2025

Quote Number  
COBRAZOS20255 - Annual  
Support and Maintenance

Alpha Omega Wireless, Inc.  
8708 S Congress Ave  
Suite B260  
Austin, TX 78745  
800-997-9250

Alpha Omega Wireless is providing the following prices for product and/or services listed below as a budgetary statement. For a complete Statement of Work and complete build of materials list, a site survey must be performed.

Costs	Quantity	Rate	Amount
Annual Support & Maintenance - Silver - DIR Term: 3/10/2025 to 3/09/2026 Link 1: Courthouse to Brazos County DPS	1.00	2,616.30	2,616.30
		Subtotal	2,616.30
			0.00
		Total	2,616.30


Options	Quantity	Rate	Amount
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\*\*\*CONFIDENTIAL\*\*\*

## Annual Maintenance and Support

Alpha Omega Wireless offers to its clients an annual maintenance and support program at various levels to suit our clients' needs. This service is in addition to any Extended Warranty plans by the manufacture for equipment failure. This service includes on call support and annual recertification of each link.

### Annual Support and Preventative Maintenance Plans

				
		Silver Support	Gold Support	Platinum Support
<b>What is Included:</b>				
<b>Support Services:</b>				
8 Hours of on-call annual support		X		
18 Hours of on-call annual support			X	
Unlimited Hours of on-call annual support				X
Technical Phone Support- 8AM to 5PM / Monday - Friday		X		
Technical Phone Support- 7AM to 7PM (7 days a week)			X	
Technical Phone Support 24/7				X
Respond within 1 hour by phone		X	X	X
Onsite visits for troubleshooting or repair*		X	X	X
Onsite visit by next business day AM		X		
Onsite within 6 hours (If call received by 2 PM / Mon - Fri)			X	
Onsite within 6 hours (If call received by 2 PM / 7 days a week)				X
Onsite next day if call received after 2:00 PM (excluding Sundays)			X	X
<b>Perform Site Visit:</b>				
Test the stability of the wireless link		X	X	X
Test RSL's against bench marked standard		X	X	X
Test antenna alignment & performance		X	X	X
Test cabling for functionality and damage		X	X	X
Inspect weather proofing		X	X	X
Inspect power and connections		X	X	X
Inspect grounding and lightning protection		X	X	X
Update radio firmware		X	X	X
Verify throughput and system settings		X	X	X
Perform Spectrum Analysis		X	X	X
<b>Serviceable Equipment Exchange:</b>				
Will handle RMA process		X	X	X
Will perform all services to de-install the failed system		X	X	X
Will re-install the replacement system		X	X	X
*Support and maintenance does not cover replacement of a failed radio or power supply hardware. Optional manufacture warranty should be purchased for hardware replacement.				
Note: Any physical work on rooftops or towers can only occur during daylight hours and weather permitting due to safety requirements. Physical work on rooftops and/or towers in winds greater than 20mph, rain, or snow/ice may be called off by technicians until work can safely be performed.				
Note: Preventative Maintenance must be performed within the first 6 months of the current term				

## Wireless Network Monitoring Services (WNMS)



	Bronze Support	Silver Support	Gold Support	Platinum Support
<b>What is Included:</b>				
Support Services (per node)				
Cloud Portal		X	X	X
Ping (reports availability, round trip, lost packets, etc.)	X	X	X	X
Radio bandwidth (interface statistics, packet loss, error packets)		X	X	X
RSL/RSSI, SNR, Frequency, Modulation		X	X	X
Alarms	X	X	X	X
Uptime		X	X	X
Ethernet Data (Packet loss, CRC, etc.)			X	X
Utilization			X	X
Monitoring				X
Analysis				X
Optimization				X
*WNMS requires a one time set up fee of \$500 for provisioning a Smart Node Device which will be placed on the clients network and must have internet connectivity.				

1. AO Wireless will provide a 100% money back guarantee that the solution provided (*must be full turnkey by AO Wireless for design, engineering, product and installation*) will perform at the stated throughput and at >99.9% predictable reliability for a period of one year (*does not include an Act of God*). AO Wireless provides a 1-year guarantee for the installation and workmanship of all work performed for the services outlined in this agreement. AO Wireless is not responsible for the quality or functionality of any products not purchased by AO Wireless. AO Wireless is also not responsible for changes made to any work performed by AO Wireless by the client or any other party at any time. Any corrections that have to be made by AO Wireless will be considered billable.
2. AO Wireless does not guarantee the structural worthiness or against any damages caused by the failure of any such structure whether installed by AO Wireless, its subcontractor, or the use of any structure provided by the client. The Client is responsible for providing a proper dedicated earth ground that AO Wireless will use to ground the systems installed by AO Wireless.
3. The client is responsible for all costs for any local government permitting required and must notify AO Wireless if a permit is required.
4. The actual data rates and aggregate throughput of any devices installed or provided by AO Wireless can vary depending on each individual environmental condition. AO Wireless does not guaranty any specific data rate or throughput will be achieved.
5. AO Wireless does not guarantee against any future potential interference that can be encountered by the client from other competing RF signals. The use of any RF frequencies is governed under FCC rules and regulations. If interference occurs the client can request AO Wireless to work with the client to best of its ability to restore any wireless network system to the original engineered specifications. Any such work or troubleshooting will be considered billable.
6. A wireless link is considered to be successfully completed once the link has been tested for data transfer from one radio to the other radio on each end of the link as a standalone network (disconnected from Client's network) and the network is handed over to the Client. Once completed any additional work or technical issues will be considered warranty work. AO Wireless is only responsible for the wireless link from the point of wireless demarcation point on both sides of the link. The Client is responsible for the integrity, security, and configuration of their data/voice (LAN/WAN) network. AO Wireless will not make any alterations or changes to the Client's network outside of the requirements of the project listed in this document.
7. Prices are based on the client's current environment. Prices and times will be adjusted with any increase of variables in the client's environment that pertain to the scope of the services outlined in this document. Any such changes can be agreed upon in a change order document. All sales are final. Any items returned will incur a 25% restocking fee. AO Wireless will not except returned items past 30 days from date of receipt. The client will be billed at the hourly rate of \$325.00, for any necessary calls or site visits that occur for services above and beyond the services outlined as part of this document. A minimum of four (4) hours will be billed. AO Wireless will not provide technical support for any product sold if not installed by AO Wireless. The client must call the product manufacture for support on any product purchased without services. For AO Support Agreements all Preventative Maintenance must be performed in the first 6 months of the term of the agreement. Otherwise any remaining PM's will be performed once the renewal is in place.
8. AO Wireless will invoice the client with progress billing for materials at time of order or invoice 50% of the project total costs up front for the services as outlined in this document due upon receipt. A final invoice will be issued the same day the project is completed. A penalty of 10% and a late fee of 1% monthly will be charged on the full invoiced amount for invoices that are past due more than seven (7) days. In the event legal action is instituted by AO Wireless for enforcement of claim or any terms of this agreement, Client agrees to pay all collection agency and/or attorneys' fees and costs. (*Note: payment of invoices related to the services as stated in this document signifies all services performed were completed satisfactory*).
9. The client must provide AO Wireless with any Purchase Orders and/or any specific billing requirements prior to services being performed, otherwise this signed document is considered all that is necessary for invoicing and payment to AO Wireless. A Purchase Order provided by the Client signifies the Client's agreement to these terms and conditions. AO Wireless' expenses, if incurred, will be billed to the client at reasonable and actual rates.
10. Client will indemnify, defend and hold AO Wireless, its partners, agents and employees, and their respective successors and assigns, harmless from and against any and all costs, claims, expenses, or damages for any claims arising from (a) any wrongful or negligent act, error, or omission committed by Client or its employees, (b) the failure of Client to observe and comply with any state or federal law or regulation applicable to the business conducted by Client pursuant to this document, and (c) the material breach by client of any of the terms of this document. AO Wireless makes no guarantee and does not warrant that any of AO Wireless' employees will produce any particular result or solution to the Client's particular needs. AO Wireless will not be responsible for any disaster recovery after a natural disaster, fire, lightning, etc., modifications made by anyone other than AO Wireless, or other circumstance outside of AO Wireless' control.
11. AO Wireless reserves the right to extend the terms and conditions of this contract and/or agreement to any and all other agencies within the United States that require these commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. This shall include all schools, colleges, cities, counties, state agencies, and/or utilities (both public and private). Each participating organization or agency shall enter into its own contract with AO Wireless and this contract shall be binding only upon the principals signing such an agreement. AO Wireless does not assume any responsibility other than to obtain pricing for the specifications provided.
12. Price valid for 90 days

By signing below, the Client and Alpha Omega Wireless agree upon the terms and the information, services, and/or deliverables as outlined in this document.

ACCEPTED BY:  
County of Brazos

ACCEPTED BY:  
Alpha Omega Wireless

Name: Duane Peters  
(Please Print)

Name: Joe Wargo

(Please Print)

Title: County Judge  
(Please Print)

Title: President

(Please Print)

  
Signature

  
Signature

Date: 3/11/25

Date: 2/11/2025

If you have any questions concerning this agreement, please contact:

Joe Wargo  
512-966-8770 (direct)  
512-298-1646 (fax)  
[wargo@aowireless.com](mailto:wargo@aowireless.com)



THANK YOU FOR YOUR BUSINESS!





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/11/2025

ITEM:

Award of the following for 101 North Texas Avenue:

- a. CIP 25-560 Architect for 101 North Texas Avenue. Recommended Award: PlanNorth Architectural Co.
- b. CIP 25-563 Construction Manager at Risk for 101 North Texas Avenue. Recommended Award: SpawGlass Construction Corp.

TO:

Commissioners Court

FROM:

Kaitlyn Battles

DATE:

03/06/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

NOTES/EXCEPTIONS:

This is for the design and construction for 101 North Texas Avenue, across from the Courthouse. The project includes a building, parking structure, and elevated pedestrian bridge connecting to the Courthouse. Construction budget is estimated to be \$50,000,000.00. The total project is budgeted at \$61,000,000.00.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Partly Executed Contract - PlanNorth Architectural Co.pdf](#)

Contract

Backup Material

[RFQ - PlanNorth Architectural Co.pdf](#)

RFQ

Backup Material

[Partly Executed Proposal - PlanNorth Architectural Co.pdf](#)

Proposal

Backup Material

[Tabulation - CIP 25-560.pdf](#)

Tabulation

Backup Material

[Partly Executed Contract - SpawGlass Construction Corp.pdf](#)

Contract

Backup Material

[RFQ - SpawGlass Construction Corp.pdf](#)

RFQ

Backup Material

[RFP - SpawGlass Construction Corp.pdf](#)

RFP

Backup Material

[Final Tabulation - CIP 25-563.pdf](#)

Tabulation

Backup Material

**AGREEMENT BETWEEN COUNTY AND PLANNORTH ARCHITECTURAL CO.  
(ARCHITECT)**

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

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**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025,

Between the **COUNTY:** BRAZOS COUNTY, TEXAS  
c/o Brazos County Commissioners' Court  
Attention: County Judge  
200 South Texas Ave., Ste. 332  
Bryan, Texas 77803

and the **ARCHITECT:** PLANNORTH ARCHITECTURAL CO.  
107 South Baylor  
Brenham, Texas 77833

for the following **SCOPE OF WORK:**

This Requests for Qualifications (RFQs) is for an architect to design facilities for the following departments and spaces for growth, including but not limited to a parking structure and pedestrian bridge over N. Texas Avenue with direct access to the Courthouse. The selected firm will also be required to provide construction cost estimates at strategic intervals to ensure budget compliance, cost integrity, and value management opportunities.

**Justice of the Peace, Precinct #4**

The Justice of the Peace has a total of seven (7) staff including the Justice of the Peace Judge, one (1) coordinator, and five (5) clerks. Their operating hours are Monday through Friday, 8:00 a.m.-5:00 p.m.

**Constable, Precinct #4**

The Constable has a total of thirteen (13) staff including the Constable, the Chief Deputy, ten (10) deputies, and one (1) clerk. Their operating hours are Monday through Friday, 8:00 a.m.-5:00 p.m.

**Public Defender**

The Public Defender office shall include space for a total of forty-six (46) staff including the Officer Manager, Department Head, Assistant Department Head, fifteen (15) attorneys, five (5) support staff, four (4) investigators, six (6) counselor/social workers, and three (3) interns. An additional ten (10) attorneys are planned for future expansion. Their operating hours are Monday through Friday, 8:00 a.m.-5:00 p.m.

## **Community Supervision and Corrections**

The Community Supervision and Corrections has a total of seventy-two (72) staff including the two (2) cashiers, Director, Assistant Director, six (6) Probation Supervisors, fifty-eight (58) Probation Officers, two (2) interns, and four (4) technicians. Their operating hours are Monday through Friday, 6:00 a.m.-6:00 p.m. After hours until 9:00 p.m. for classes conducted in group rooms.

This project is laterally bidding out the Construction Manager at Risk (CMAR) that will assist with this project. Commissioning services will be performed by the county's contracted vendor, throughout the project. Along with the CMAR, the County will also provide the project management software, Procore, for all design and construction team members to use as a requirement.

The COUNTY and ARCHITECT agree as set forth below.

### **ARTICLE I** **ARCHITECT RESPONSIBILITY**

#### **1.1 ARCHITECT'S SERVICE**

1.1.1 The ARCHITECT'S services consist of those services performed by the ARCHITECT, ARCHITECT'S employees and the ARCHITECT'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The ARCHITECT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ARCHITECT shall submit for the COUNTY'S approval a schedule for the performance of the ARCHITECT'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the ARCHITECT or the COUNTY.

### **ARTICLE II** **SCOPE OF ARCHITECT'S BASIC SERVICES**

#### **2.1 DEFINITION**

2.1.1 The ARCHITECT'S Basic Services consist of those described in attached Exhibit "A", Scope of Services and Fee Proposal.

### **ARTICLE III** **ADDITIONAL SERVICES**

#### **3.1 GENERAL**

3.1.1 The services described in attached Exhibit "A" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that ARCHITECT shall not furnish any of the additional services without the prior written authorization of the COUNTY or the

COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "A", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "A."

3.1.3 It is expressly understood and agreed that the ARCHITECT shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

#### **ARTICLE IV** **COUNTY'S RESPONSIBILITY**

4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY's objective, schedules, constraints and criteria.

4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs and reasonable contingencies related to all of these costs.

4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT'S service.

4.4 The COUNTY shall give prompt written notice to the ARCHITECT if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.

4.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ARCHITECT, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ARCHITECT.

4.6 The proposed language of certificates or certifications requested of the ARCHITECT or the ARCHITECT'S consultants shall be submitted to the ARCHITECT for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit A incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ARCHITECT.

## **ARTICLE V**

### **PROJECT COST**

#### **5.1 DEFINITION**

5.1.1 The Project Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the ARCHITECT.

5.1.2 The Project Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the ARCHITECT, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Project Cost does not include the compensation of the ARCHITECT and the ARCHITECT'S consultants, financing or other costs which are the responsibility of the COUNTY.

#### **5.2 RESPONSIBILITY FOR PROJECT COSTS**

5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Project Cost and detailed estimates of Project Cost, if any, prepared by the ARCHITECT, represent the ARCHITECT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ARCHITECT.

## **ARTICLE VI**

### **USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the ARCHITECT with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The ARCHITECT may retain one set of reproducible copies of the documents and these copies shall be for the ARCHITECT'S sole use in preparation of studies or reports for the COUNTY. The ARCHITECT is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

6.2 All documents including reports, drawings and specifications prepared by the ARCHITECT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ARCHITECT for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ARCHITECT. Any such verification or adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by the COUNTY and the ARCHITECT.

6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the ARCHITECT'S reserved rights.

## **ARTICLE VII**

### **TERMINATION, SUSPENSION OR ABANDONMENT**

7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension.

7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ARCHITECT in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the ARCHITECT may terminate this Agreement by giving written notice.

7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the ARCHITECT may, after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the ARCHITECT in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the COUNTY fails to make payment when due to the ARCHITECT for services and expenses, the ARCHITECT may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the ARCHITECT receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the ARCHITECT, the ARCHITECT shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

**ARTICLE VIII**  
**MISCELLANEOUS PROVISIONS**

8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.

8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.3 The COUNTY and the ARCHITECT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the ARCHITECT shall assign this Agreement without the express written consent of the other party.

8.4 This Agreement represents the entire integrated agreement between the COUNTY and the ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ARCHITECT.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.

8.6 Unless otherwise provided for in this Agreement, the ARCHITECT and the ARCHITECT'S consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

8.7 The ARCHITECT shall have the right to include representations of the design of the Project, including photographs, among the ARCHITECT'S promotional professional materials. The ARCHITECT'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the ARCHITECT in writing of the specific information considered by the COUNTY to be confidential or proprietary.

8.8 COMPLIANCE AND STANDARDS. The ARCHITECT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the surveying profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the ARCHITECT'S performance.

8.9 INDEMNIFICATION: ARCHITECT shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the ARCHITECT, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the ARCHITECT, or of any person employed by the ARCHITECT. The ARCHITECT shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise,



resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the ARCHITECT, its agents or employees.

8.10 LIQUIDATED DAMAGES: It is acknowledged that the ARCHITECT's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the COUNTY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COUNTY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the ARCHITECT agrees that liquidated damages may be assessed and recovered by the COUNTY as against ARCHITECT and its Surety, in the event of delayed completion and without the COUNTY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore ARCHITECT shall be liable to the COUNTY for payment of liquidated damages in the amount of \$1,000.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and ARCHITECT shall pay them to COUNTY without limiting COUNTY's right to terminate this agreement for default as provided elsewhere herein.

## **ARTICLE IX**

### **PAYMENTS TO THE ARCHITECT**

#### **9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

#### **9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the ARCHITECT'S statement of services rendered or expenses incurred, payment on account of the ARCHITECT'S Additional Services and for Reimbursable Expenses shall be made monthly.

#### **9.3 PAYMENTS WITHHELD**

9.3.1 No deductions shall be made from the ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the ARCHITECT has been found to be liable.

#### **9.4 ARCHITECT'S ACCOUNTING RECORDS**

9.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

## 9.5 LIMIT OF APROPRIATION

9.5.1 Prior to the execution of this Agreement, the ARCHITECT has been advised by the COUNTY and the ARCHITECT fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ARCHITECT may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ARCHITECT hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

## **ARTICLE X** **BASIS OF COMPENSATION**

The COUNTY shall compensate the ARCHITECT from funds obtained through current revenue of Brazos County as follows:

### 10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

### 10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the ARCHITECT, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

### 10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the ARCHITECT, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the ARCHITECT'S invoice as approved by the COUNTY's designee within thirty (30) days after the COUNTY'S designee's approval of the same, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the ARCHITECT to the point indicated by such invoice or of receipt or acceptance by the COUNTY of the work covered by such invoice.

**ARTICLE XI**  
**OTHER CONDITIONS OR SERVICES**

**11.1 INSURANCE**

11.1.1 The ARCHITECT shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The ARCHITECT shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.1.2 The ARCHITECT shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The ARCHITECT shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the ARCHITECT has canceled or allowed to lapse any of these insurance policies then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ARCHITECT's fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

**11.2 PERIODS OF SERVICE**

11.2.1 The ARCHITECT shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "A." The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ARCHITECT.

11.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

11.2.3 This schedule assumes an orderly progression of the ARCHITECT'S services. Delays beyond the control of the ARCHITECT may be cause for extension of this period of service, in which case the ARCHITECT shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

11.2.4 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the ARCHITECT'S services shall be adjusted equitably.

This Agreement entered into as of the day and year first written above.

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, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

**BRAZOS COUNTY, TEXAS**

**PLANNORTH ARCHITECTURAL CO.**

\_\_\_\_\_  
Duane Peters, County Judge

  
\_\_\_\_\_  
by:  
Principal

Acting by and through the authority of  
the Brazos County Commissioners Court

Attest:

\_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
General Council



STATEMENT OF QUALIFICATIONS  
for  
ARCHITECTURE AND DESIGN OF

ARCHITECT FOR 101 NORTH TEXAS AVENUE

BRAZOS COUNTY  
RFQ NO. CIP 25-560

December 10, 2024

Brazos County  
200 S. Texas Ave. Suite 352  
Bryan, TX 77803


Dear Brazos County Leadership and Selection Committee,

Congratulations on the completion of your programming phase for the upcoming project at 101 North Texas Avenue! We have thoroughly reviewed the document which you published, and have prepared our entire A/E team to begin work on the project immediately, should PlanNorth be selected as Architect for this project.

Last week, we hosted an internal A/E workshop to discuss the project and explore best practices and ideas for 101 North Texas Avenue. The key question that we explored was this: *"Knowing what we know now, after working on the Brazos County Administration Building, what design-related actions and decisions would make new construction Brazos County buildings more timeless, flexible, and an all-around better investment for the coming generations?"* It was a truly great exercise, and we have shared just a few of our big-picture thoughts under the very last tab in this book, "Feature Project". We hope you enjoy it as much as we did.

To date, our team has completed over 90% of our work under the CMAR method, and we are grateful to call over 90% of our clients repeat clients. We currently have offices in Brenham and College Station. You are welcome to reach out anytime to either of us or Ryan Key at 979-777-0602, should you have questions about our submission. Should PlanNorth be selected, Ryan Key will be full-time dedicated to Brazos County projects only.

Regardless of your decision, we wish you the very best of success with this landmark project. Most importantly, thank you for the opportunity to compete for your work!



Ken Burch, AIA  
Managing Principal  
979-251-4506



Katie Burch, AIA  
Principal Architect  
979-251-4145



## 2008

Ken and Katie began working in a family construction business, Ken as an estimator and project manager, and Katie as a drafter/designer on small projects for people who dropped by and asked for help.



## 2010

Burch Group LLC became an architectural company in Texas.

## 2014

The company took its permanent name, PlanNorth Architectural Co., signifying our constant strive for clear direction and purpose, and an intentional effort to keep any one architect's name out of the company name. PlanNorth is and will always be a team effort, open for opportunity for talented, hardworking and humble leaders in design. We moved into our first brick and mortar rental, the first floor of a tiny historic building in downtown Brenham.

## 2011

The team began the journey toward green-building status on a small, budget-critical project. Hyundai of Brenham was later awarded LEED Certification by the United States Green Building Council, proving that responsible design does NOT have to cost a fortune.



# OUR STORY

## 2024

From 2021 to the present, PlanNorth has committed to creating a TEAM MANAGED COMPANY. We have done this through a commitment to hiring only top-level talent, and empowering them with the latest in leadership training, technology, tools and consultants available. We are grateful for the journey and for every contributor along the way!



## 2015

With the number of projects going, PlanNorth had to get serious about who we were. How, with more people and projects, could we keep going with a consistent work ethic and passion? We developed PlanNorth's Core Values:

- WE HAVE FUN PRACTICING ARCHITECTURE
- WE SHARE WHAT WE KNOW
- WE UNITE PEOPLE DURING A CHALLENGE
- WE TREAT EVERY PROJECT LIKE IT WAS OUR OWN
- WE GIVE BACK GENEROUSLY

## 2017

PlanNorth moved the team to a beautiful downtown building, featuring more square footage, a huge design center for our clients, and room to grow. During the renovation before move-in, we wrote the Core Values on our walls, as a reminder of how grateful we were on this day!

## 2020

PlanNorth was Awarded the #59 position on the Aggie 100 List, signifying PlanNorth as one of the Top 100 Aggie-led organizations globally. PlanNorth was again listed on the Aggie 100 in 2023.



Katie took to the TEDx stage to speak from the heart on "How to Treat Top Performers Like Leaders". Top 20s became a cultural commitment for PlanNorth: <https://youtu.be/WOAI4SWVOV8>

## TEDx




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## 01 GENERAL INFORMATION



## 02 ORGANIZATION



## 03 EXPERIENCE

- |                         |                           |
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| b. Projects in Progress | e. Lawsuits & Litigations |
| c. Public Entities      | f. Repeat Clients         |




## 04 PLANNING AND PROJECT MANAGEMENT

- |                          |                               |
|--------------------------|-------------------------------|
| a. Management Plan       | Feedback                      |
| b. Estimating Costs      | e. Start up/Close out         |
| c. Owner Requirements    | f. Durability/Life Cycle Cost |
| d. Quality Control/Owner | g. Contingency Plan           |



## 05 SUBCONTRACTORS



## 06 SCHEDULE/BUDGET CONTROL

- |                  |                         |
|------------------|-------------------------|
| a. Methodology   | d. Consultant Structure |
| b. Milestones    | e. Construction Quality |
| c. Project Costs | f. Timeframe            |



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## 08 CONTRACT



## 09 REFERENCES



## 10 FORMS



**FEATURE  
PROJECT**

**BRAZOS COUNTY  
ADMINISTRATION BUILDING**





## 1. General Information

### 1. General Information

a. Name of Firm:

PlanNorth Architectural Co.

b. Address:

PlanNorth has two office locations:

107 South Baylor (Main Office Location)  
Brenham, Texas 77833

1551 Greens Prairie Rd Ste. 101A  
College Station, TX 77845

c. Phone:

979-421-8003

d. Form of Business Organization (corporation, partnership, individual, joint venture, other):

Partnership

e. Year founded:

2010

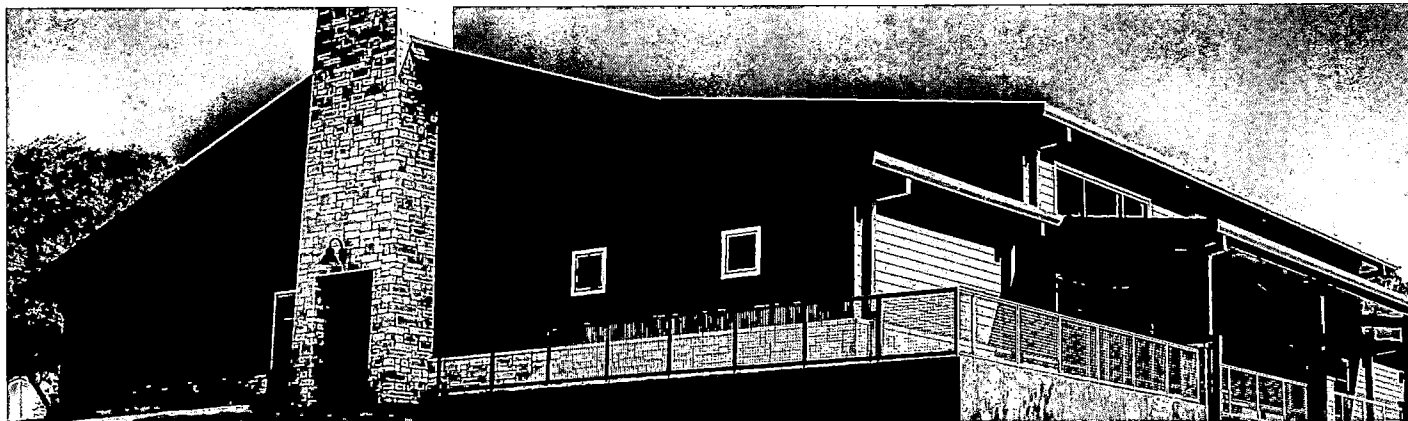
f. Primary Contact regarding this response:

Ryan Key

979-777-0602

[ryan@plannorth.com](mailto:ryan@plannorth.com)

## 2. Organization



## 2. Organization

a. How many years has your organization been in business in its current capacity?

PlanNorth has been in business under its current capacity for 14 years.

b. How many years has your organization been in business under its present name? Under what other former names has our organization operated?

PlanNorth has been in business for 10 years under its present name. PlanNorth operated under the name Burch Group Architects from 2010-2014, and did a name change in 2014.

c. Provide an organizational chart detailing positions, names, and job duties of individuals responsible for this project.

Please see the following page for our company Organization Chart

d. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, Treasurer's name.

N/A

e. If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), Name(s) of general partner(s).

Date of Organization: 1/19/2010

Type of Partnership: LLC

Name(s) of General Partner(s): Ken Burch, Kathryn Burch

f. If your organization is individually owned, answer the following: Date of organization, Name of Owner.

N/A

g. If the form of your organization is any other than those listed above, describe it and name the principals.

N/A

# Brazos County Team

## FIRM LEADERSHIP TEAM

**KEN BURCH, AIA**  
MANAGING PRINCIPAL



**KATIE BURCH, AIA**  
PRINCIPAL ARCHITECT



## DESIGN/PROJECT MANAGEMENT TEAM

**RYAN KEY**  
CLIENT MANAGER



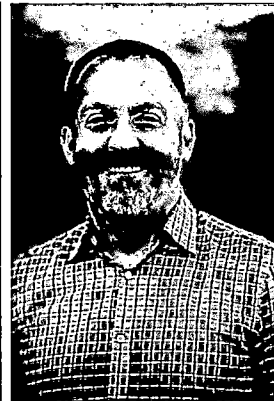
**ANGELIA GERHARD, AIA**  
PROJECT ARCHITECT



**ROGELIO PEREZ**  
PROJECT DESIGNER



**SAM STEVENS, CAPM**  
CONSTRUCTION SERVICES



## OPERATIONS TEAM

**CARLIE ZORN**  
MARKETING COORDINATOR



**PAM MAHON, MBA**  
CONTROLLER



**LAURA CASSONI**  
EXEC ASST, ADMIN



# KEN BURCH, AIA



KEN serves as **Managing Principal** for PlanNorth. Ken is a conscientious, careful decision maker with an extensive background in construction. For the first twelve years of his career, Ken worked in every role in construction from Laborer to Foreman, Site Superintendent, Project Manager and Estimator. In 2016, Ken joined PlanNorth as Managing Principal to lead Construction Services, Quality Control and Specifications. His field experience, understanding of materials, and sequencing knowledge serve as the vital link between our designers, clients and the hardworking teams who build our projects. Ken will serve as Project Principal and Architect of Record for this project.

## EDUCATION

**Bachelor of Science,  
Construction  
Management**  
Texas A&M University

## LICENSES AND CERTIFICATIONS

AIA # 38723144

TBAE# 28755

NCARB # 832791

## REFERENCES

**Aaron Flencher**  
President and CEO  
Citizens State Bank  
aflencher@csbttx.com  
979-777-4115

## ON THE BOARDS —

### **Brazos County Administration Building – Bryan, Texas**

A 95,400 SF of renovation project is currently underway for an existing county administration office building complex. The primary goal of this project is to update and modernize various spaces, including offices, open work areas, conference rooms, commissioner's court, training rooms, employee break areas, and support spaces. Additionally, there will be exterior renovations made to the building envelope to enhance its overall appearance and functionality.

### **Lobby Renovations to Citizens State Bank – Somerville, Texas**

Renovation of 6,200 SF Lobby and Teller spaces, Offices, Conference /Training room, and Support spaces. (CONSTRUCTION PHASE)

## RECENT PROJECTS —

### **Phased Renovations for Germania Insurance**

Five phases of 109,000 sf renovations and energy upgrades including a new board room, kitchens, hoteling workspaces, office and training environments, meeting rooms and office spaces suitable for a post-Covid environment. *NOTE: THIS INFORMATION IS CONFIDENTIAL AT THE PROJECT OWNER'S REQUEST DUE TO SAFETY AND SECURITY POLICY, AND NOT SUBJECT TO OPEN RECORD DISCLOSURE.*

### **Camp Lone Star Lutheran Outdoor Ministries of Texas**

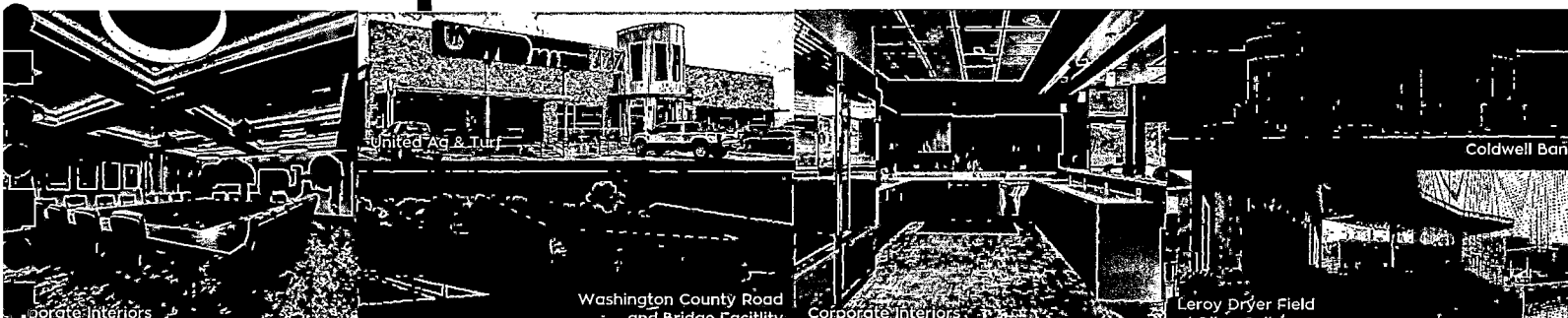
259 Acres in La Grange, TX – 9,500 SF Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center

### **Lost Creek Store Hearne, Texas**

A new concept for a "third-place" in Hearne, Texas including 13,280 SF of food service for bakery, Starbucks, fuel and retail including outdoor spaces and master planned development

### **Corporate Headquarters for Brazos Transit District**

11,500 SF of New Office Space and an Executive Board Room



# RYAN KEY



RYAN serves as **Project and Client Manager** for PlanNorth. Ryan is a Project Leader with vast experience in construction and development. Ryan has extensive experience working with jurisdictional authorities and TxDOT in both the private and public sectors. Over the past 10 years, Ryan has successfully managed design, construction and development projects from conception to delivery valued in excess of \$200 million dollars, including the City of College Station's recent new construction build of City Hall. **Ryan will serve as Client Manager for this project and would be dedicated full-time to Brazos County projects should PlanNorth be selected.**

## EDUCATION

**Master of Land & Property Development**

Texas A&M University

**Bach. of Agriculture**

**Business/Business Mgmt.**

Sam Houston State University

## LICENSES AND CERTIFICATIONS

Real Estate Financial Modeling

## ORGANIZATIONS

BCS Chamber of Commerce

One Million Cups

Leadership Brazos

Brazos Fellowship Church

## REFERENCES

**Trevor Lansdown, PMP**

Director of Prj. Management

Brazos County

[tlansdown@brazoscountytexas.gov](mailto:tlansdown@brazoscountytexas.gov)

979-446-6924

## ON THE BOARDS

### Brazos County Administration Building – Bryan, Texas

A 95,400 SF of renovation project is currently underway for an existing county administration office building complex. The primary goal of this project is to update and modernize various spaces, including offices, open work areas, conference rooms, commissioner's court, training rooms, employee break areas, and support spaces. Additionally, there will be exterior renovations made to the building envelope to enhance its overall appearance and functionality.

### Camp Lone Star Lutheran Outdoor Ministries of Texas

259 Acres in La Grange, TX – 9,500 SF Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center

### Lost Creek Store – Hearne, Texas

A new concept for a "third-place" in Hearne, Texas including 13,280 SF of food service for bakery, Starbucks, fuel and retail including outdoor spaces and master planned development

### City of College Station City Hall\*

Served in the role of Project Manager for the New Construction of an 80,000 sf, three-floor facility that was built to recall the beginnings of a railroad depot and postal stop located near the A&M College of Texas. This building houses various city departments, and offers meeting spaces for community events, as well as a larger Chambers for City Council Meetings.

### City of College Station Economic Development & Tourism Building\*

Served in the role of Project Manager for the Renovation of a 16,000-sf facility that originally housed both the Facility Maintenance and the Human Resources Departments. This building serves the tourists of College Station as well as holds community events and provides adequate office space for the Economic Development & Tourism Department.

### City of College Station Facilities Maintenance Building\*

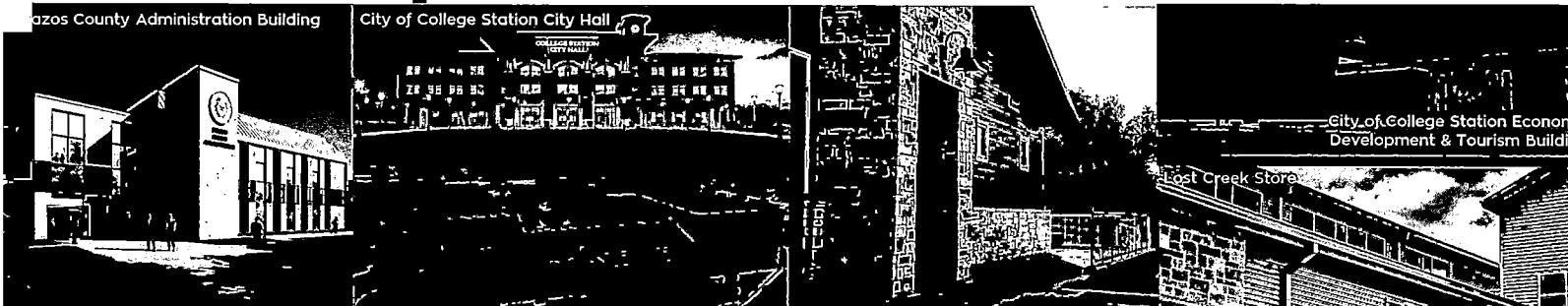
Served in the role of Project Manager for the New Construction of 10,000 sf, 3-bay single-story facility that was built for the Facilities Maintenance Departments with a warehouse, mezzanine storage, office spaces, and conference room.

*\*These projects are from Ryan's personal portfolio and were completed while working at various firms. On these projects, Ryan served in the role of Project Manager, Development Manager and Owner's Representative.*

## RECENT PROJECTS

Brazos County Administration Building

City of College Station City Hall



# KATIE BURCH, AIA



KATIE serves as **Principal Architect** at PlanNorth. Her work has been published by the American Institute of Architects and recognized by the United States Green Building Council. As Founder of the company, Katie's architecture philosophy centers around creating a diverse merging of talent from all backgrounds and generations, playing off strengths of each team member to arrive at best value on buildings. Katie has a background in multi-phased project programs. Her special interests lie in master planning and unique solutions, and she loves the extra creativity that only a tight budget demands.

## EDUCATION

### Master of Architecture

Texas A&M University

### Bach. of Environmental Design

Texas A&M University

## LICENSES AND CERTIFICATIONS

AIA # 38030463

TBAE# 21780

## REFERENCES

### Jim Kolkhorst

Board Chair, Blinn College

jim@kolkhorstfoods.com

936-870-6464

## ON THE BOARDS

### Twin City Church of Christ – College Station, Texas

Twin City Church of Christ is a 25,000 square foot worship and education space located in College Station, Texas. The project will feature a beautiful worship space designed specifically to enhance acapella acoustics and a modern, multipurpose educational wing for children through adults.

### Lobby Renovations to Citizens State Bank – Somerville, Texas

Renovation of 6,200 SF Lobby and Teller spaces, Offices, Conference /Training room, and Support spaces.

### New Tabor Brethren Church – Caldwell, Texas

Programming through Construction Administration for the design of a 9,000 sf new construction sanctuary, administrative, educational spaces and master planning to replace a historic church building lost in a fire.

## RECENT PROJECTS

### Corporate Headquarters for Brazos Transit District

11,500 SF of New Office Space and an Executive Board Room.

### Lost Creek Store – Hearne, Texas

A new concept for a "third-place" in Hearne, Texas including 13,280 SF of food service for bakery, Starbucks, fuel and retail including outdoor spaces and master planned development.

### Additions and Renovations to Hyundai of Brenham

11,529 SF of new construction and 3,234 SF of additions. (6) full-service Auto Service Bays and exterior/interior renovations to showrooms, offices, restrooms, and support spaces.

### Citizens State Bank of Caldwell Additions and Renovations

6,200 SF – Lobby, Teller spaces (including a Drive-thru), Offices, Conference /Training room, and Support spaces.



# ANGELIA GERHARD, AIA



ANGELIA serves as a **Project Architect** at PlanNorth. After gaining experience at architectural firms in Houston and Fort Worth, Angelia moved to Brenham to join the team as a Designer and quickly moved into the role of a Project Manager with an incredible talent for materials and interiors. Angelia is a graduate of Texas A&M University, and a graduate of the 2018 Leadership Washington County program. Angelia is a licensed Architect in Texas and served on the design team for the programming phase of the Brazos County Administration building.

## EDUCATION

Bachelor of  
Environmental  
Design Minor in Art &  
Architectural History  
Texas A&M University

## LICENSES AND CERTIFICATIONS

AIA # 40848831  
TBAE Registration #31803

## YEARS WITH THE TEAM

7 years

## REFERENCES

Wendy Weedon,  
Deputy CEO/General Manager  
Brazos Transit District  
[wendy@btd.org](mailto:wendy@btd.org)  
979-450-2660

## ON THE BOARDS

### Twin City Church of Christ – College Station, Texas

Twin City Church of Christ is a 25,000 square foot worship and education space located in College Station, Texas. The project will feature a beautiful worship space designed specifically to enhance acapella acoustics and a modern, multipurpose educational wing for children through adults.

### Camp Lone Star Lutheran Outdoor Ministries of Texas

259 Acres in La Grange, TX – 9,500 SF Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center.

## RECENT PROJECTS

### Corporate Headquarters for Brazos Transit District

11,500 SF of New Office Space and an Executive Boardroom.

### Washington County Road and Bridge Facility

New Construction. Lobby, Meeting Space, Offices, Training Room, first & second floor Shop Storage, Shop Bays, and Covered Porches. Also includes a Tire and Storage Building and a Covered Parking structure for equipment and Shop-appropriate Restrooms.

### Citizens State Bank of Caldwell Additions and Renovations

6,200 SF – Lobby, Teller spaces (including a Drive-thru), Offices, Conference /Training room, and Support spaces.

### Youth Development Center

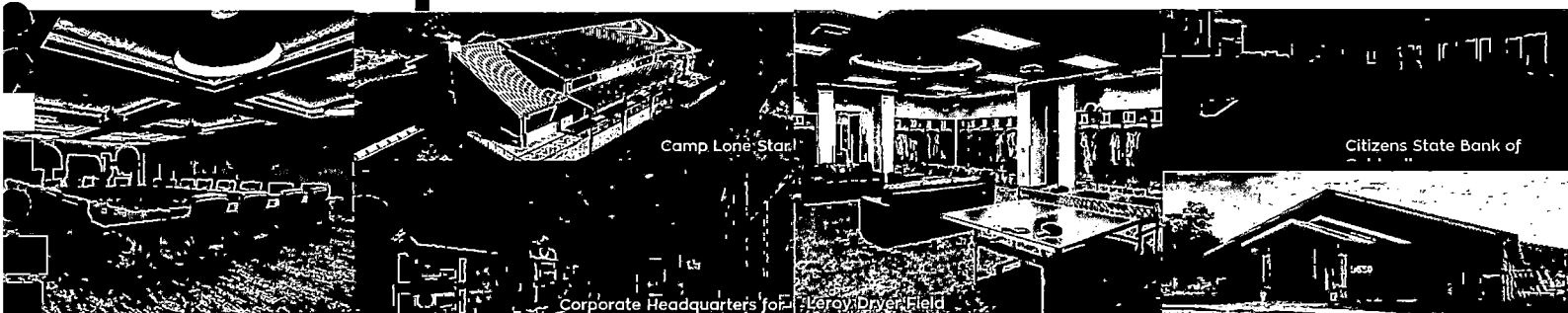
22,000 SF - Intervention Learning Environment for Grades 1-6: New Classrooms, Labs, Dining Hall, Library and Admin spaces for children's After School Center, Parking and site development for 76+ vehicles, Masterplan/Vision Plan.

### Coldwell Banker

New office building and Interior renovation. Reception, Conference Areas, Open and Private Offices and Support Spaces. Site development/drainage/retaining walls.

### Brenham State Supported Living Center- Hazel Lawson Sports Complex

New construction: Concession Stand, Outdoor-use Restrooms, Changing Room, Support Spaces, Open Pavilion, Adaptive Multipurpose Sports Field, Covered Dugouts, Bleachers, and Announcer's table. Future development of walking trails, playground and picnic areas.





ROGELIO is a **Project Designer** at PlanNorth. Rogelio began his architectural career as an intern at PlanNorth in 2021. Rogelio is part of a construction family, having worked as a framer during his high school and college years. Since beginning at PlanNorth, Rogelio has established himself as a creative, innovative designer with a solid knowledge of how buildings are built. He is a fast learner and contributes every day through his extensive knowledge of software, details, organization, but most of all his positive, open-minded attitude. With an eye for detail earned only by those who have spent time in the field, Rogelio is an asset to every project team.

## EDUCATION

### Bachelor of Architecture

University of Houston College  
of Architecture

## LICENSES AND CERTIFICATIONS

Certified Revit User – 2015

## YEARS WITH THE TEAM

4 years

## REFERENCES

### Aaron Flencher

President and CEO

Citizens State Bank

aflencher@csbtx.com

979-777-4115

## ON THE BOARDS

### Twin City Church of Christ – College Station, Texas

Twin City Church of Christ is a 25,000 square foot worship and education space located in College Station, Texas. The project will feature a beautiful worship space designed specifically to enhance acapella acoustics and a modern, multipurpose educational wing for children through adults.

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## RECENT PROJECTS

### Phased Renovations for Germania Insurance

Five phases of 95,400 sf renovations and energy upgrades including a new board room, kitchens, hoteling workspaces, office and training environments, meeting rooms and office spaces suitable for a post-Covid environment. **NOTE: THIS INFORMATION IS CONFIDENTIAL AT THE PROJECT OWNER'S REQUEST DUE TO SAFETY AND SECURITY POLICY, AND NOT SUBJECT TO OPEN RECORD DISCLOSURE.**

### Fireman's Park Baseball Stadium

Masterplan and Concept Studies including floor plans, site plans and 3D Designs for the renovation of a baseball stadium in Brenham, including upgrades to field, bullpens, batting cages and a new field house/dugout design.

### City of Somerville

Master Planning and Feasibility for City of Somerville City Hall, Police, and Fire Departments.

### Camp Lone Star Lutheran Outdoor Ministries of Texas

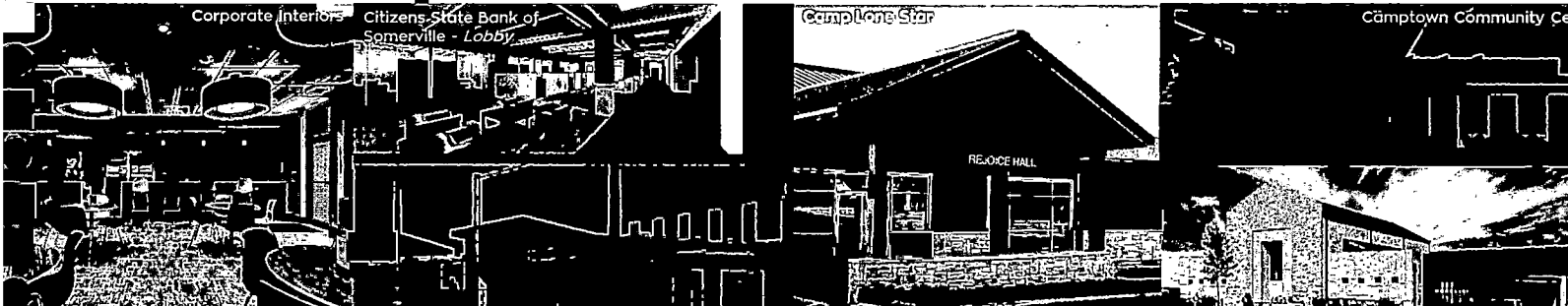
259 Acres in La Grange, TX – 9,500 SF Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center .

Corporate Interiors

Citizens State Bank of  
Somerville - Lobby

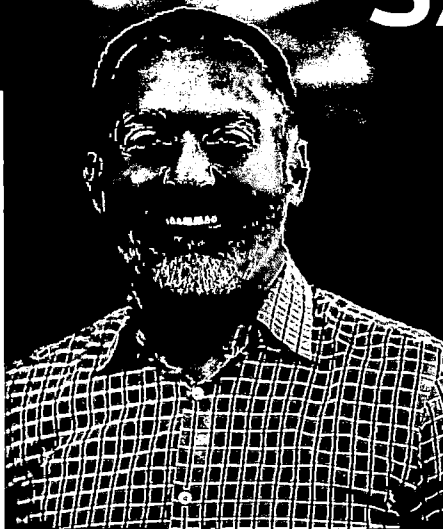
Camp Lone Star

Cāmtown Community Ce





# SAM STEVENS, CAPM



SAM serves as a member of our **Construction Services** team at PlanNorth. Sam served in the U.S. Military for a decade past graduation. Sam provides Construction Administration Services for PlanNorth projects, as well as assisting with the creation of Specifications and the procurement/bidding of projects to qualified Construction Managers/General Contractors. Clients will often see Sam on their jobsite, creating Field Observation Reports during the Construction phase. Sam is known for his attention to the smallest of details and the big things as well. Every client looks forward to Sam assisting with their punch list!

## UNITED STATES ARMY

The PlanNorth team is proud of and grateful to Sam for ten years of Active Duty in service to our Country through the US Military.

## LICENSES AND CERTIFICATIONS

Certified Associate of Project Management (CAPM)

## ORGANIZATIONS

Rotary Club of Brenham  
Member, Former President  
  
Project Management Institute

## REFERENCES

Tom Albus  
Collier Construction  
[tom@collierconstruction.com](mailto:tom@collierconstruction.com)  
979-836-4477

## ON THE BOARDS

### Elizabeth Lutheran Church – Caldwell, Texas

Major Renovations and Foundation Replacement for Classroom wing, interior renovation of lobby, sanctuary and fellowship hall. (Role: Specs, CA, Bid/Procurement)

### Lobby Renovations to Citizens State Bank – Somerville, Texas

6,200 SF – Lobby, Teller spaces (including a Drive-thru), Offices, Conference /Training room, and Support spaces. (Role: Specs, CA)

### Twin City Church of Christ – College Station, Texas

Twin City Church of Christ is a 25,000 square foot worship and education space located in College Station, Texas. The project will feature a beautiful worship space designed specifically to enhance acapella acoustics and a modern, multipurpose educational wing for children through adults. (Role: Specs, CA)

### Brazos County Administration Building – Bryan, Texas

A 95,400 SF of renovation project is currently underway for an existing county administration office building complex. The primary goal of this project is to update and modernize various spaces, including offices, open work areas, conference rooms, commissioner's court, training rooms, employee break areas, and support spaces. Additionally, there will be exterior renovations made to the building envelope to enhance its overall appearance and functionality.

### Leroy Dreyer Field at Blinn College

New Athletic Facility including Locker Rooms, Coach Offices, and Team Meeting Rooms for Blinn College Baseball Team. (Role: Specs, CA, Bid/Procurement)

### Camp Lone Star Lutheran Outdoor Ministries of Texas

259 Acres in La Grange, TX – Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center. (Role: Specs, CA)

### Phased Renovations for Germania Insurance

Five phases of 109,000 sf renovations and energy upgrades including a new board room, kitchens, hoteling workspaces, office and training environments, meeting rooms and office spaces suitable for a post-Covid environment. NOTE: THIS INFORMATION IS CONFIDENTIAL AT THE PROJECT OWNER'S REQUEST DUE TO SAFETY AND SECURITY POLICY, AND NOT SUBJECT TO OPEN RECORD DISCLOSURE.

## RECENT PROJECTS





A.

## RELATED PROJECTS

1994



The bottom half of the page features a large, high-contrast aerial photograph of a highway interchange. A stone bridge crosses a road, and a road sign with the letters 'BT' is visible. The image is framed by a dark, irregular border.



## 3. Experience

### 3. Experience of Firm's Proposed Personnel

a. List five (5) related projects designed by your firm's proposed personnel. This can include office buildings, courthouses, parking structures, etc. For each project, provide the name, type, and scope of the project, location (city/state), anticipated completion date, actual completion date, number and amount of change orders, names, phone numbers, and email address of the owner.

Please see Project Data Sheets included following this page.

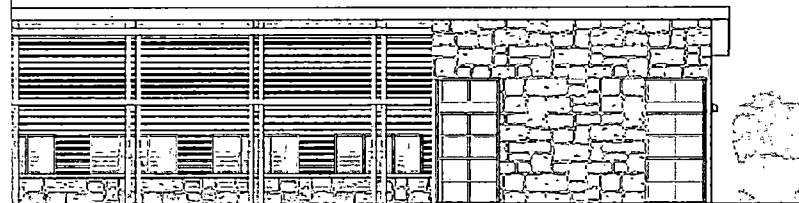
In response to the part of this question regarding Change Orders and Cost Details, please see section 6c.

## NEW HEADQUARTERS FOR BRAZOS

SQUARE FOOTAGE: 11,000 SF OF NEW CONSTRUCTION  
BUDGET: \$4,200,000  
YEAR: 2019

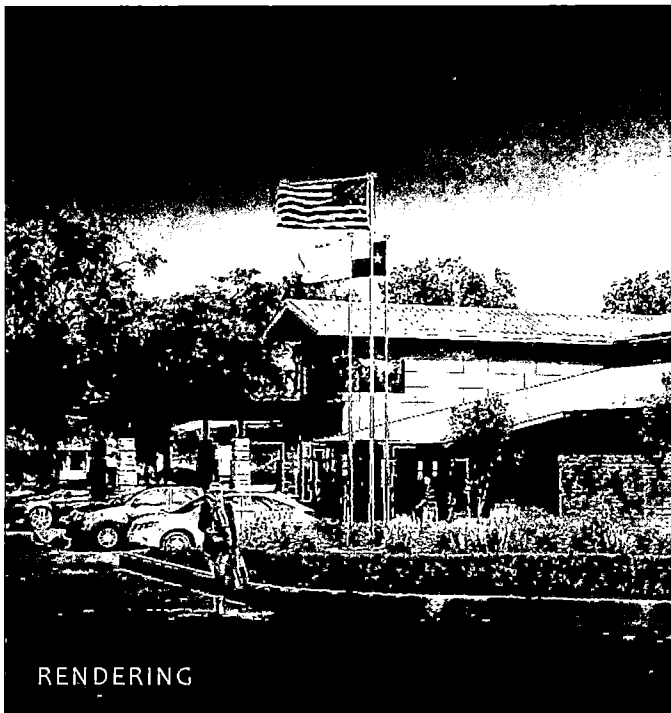
The new construction Coordination Center for Brazos Valley, Texas. Architectural Services were provided by [redacted] Architectural Co. The project includes approximately 11,000 square feet of new construction, including collaboration areas, meeting rooms, an innovation lab, and a site-specific concept design.

**BRAZOS TRANSIT DISTRICT IS A REPEAT CLIENT. WE ARE CURRENTLY WORKING ON FEASIBILITY AND CONCEPT DESIGN FOR BRAZOS TRANSIT DISTRICT.**

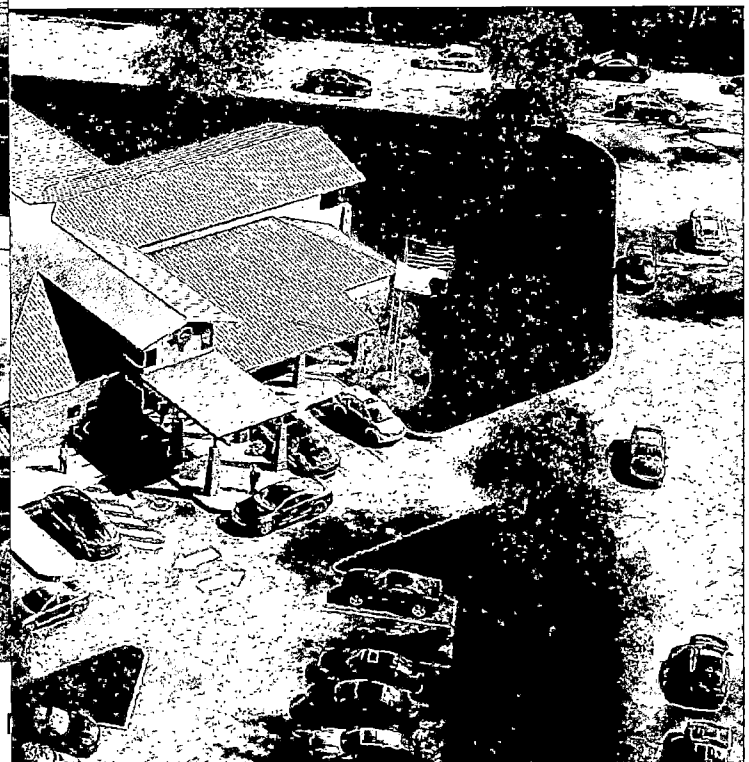


# ADDITIONS AND RENOVATIONS TO

## ADMINISTRATIVE OFFICES AND NEW LOBBY



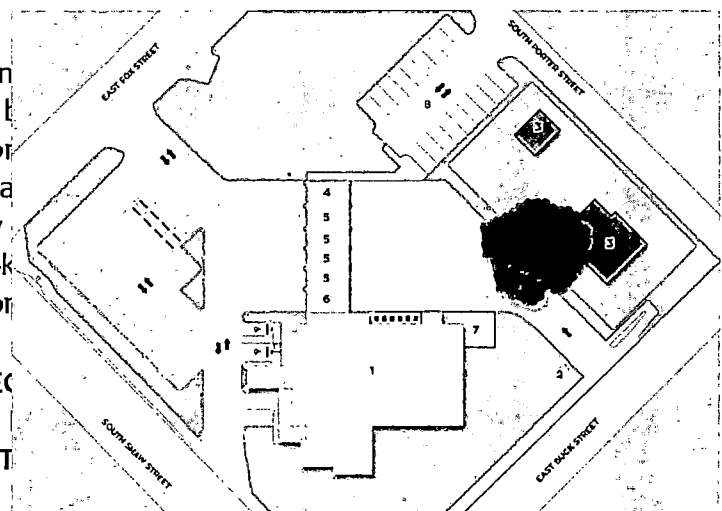
RENDERING



SQUARE FOOTAGE: 9,000 SF OF RENOVATION AND  
BUDGET: \$3,546,409  
YEAR: 2020

PlanNorth completed an addition and renovation to support new growth and expansion for the City of Caldwell, providing a new home. Nine thousand square feet of renovation included new stations, a new community training room, new employee break room. PlanNorth's role was turn-key all civil, structural, MEP, technology, and Construction.

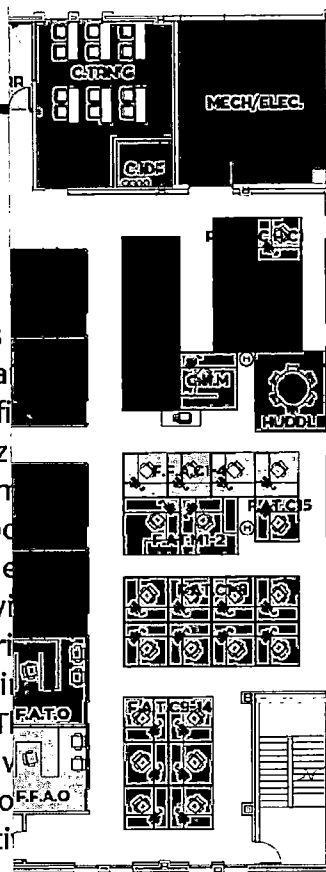
PLANNORTH HAS COMPLETED MULTIPLE PROJECTS AND RENOVATIONS TO THE BRANCH IN SNOOK, ARIZONA. RENOVATIONS TO THE BRANCH IN DEANVILLE, TEXAS. USING THE CMAR DELIVERY METHOD.



# GERMANIA INSURANCE

PHASED RENOVATIONS IN BRENHAM, TX  
 SQUARE FOOTAGE: 109,500 SF  
 YEAR: 2019-2022

PlanNorth completed the design of five phases renovation for Germania Insurance in Brenham. This multi-phase project of an existing office building complex included updating over a dozen types of work spaces, various conference rooms, training rooms, employee break areas, and support spaces. The scopes of work included new technology and operational upgrades with mechanical and electrical systems, exterior renovations to existing courtyards, building envelope, and a 350k natural gas generator. The design focus was to create a flexible, post-Covid work environment to serve a variety of work schedules using hoteling and other innovative strategies.



30RATION

- MARKETING DEPT.
  - MARKETING & ADVERTISING
  - DIRECTOR
  - SALES
  - COMMUNICATION
- FINANCE DEPT.
  - BILLING 2
  - ACCOUNTING
  - FINANCIAL ANALYSIS
  - BILLING
- ACTUARIAL
  - DATA/BUSINESS
  - ACTUARIAL
- COMMUNITY
  - HOTEL
  - HUDDLE/CONFERENCE
  - RESTROOMS & JANITORIAL
  - SUPPORT SERVICES

## OWNER REFERENCE:

Rose Stein, Sr. Exec to CEO  
[rstein@germanaiainsurance.com](mailto:rstein@germanaiainsurance.com)

979-277-7029

### PHASE I- Construction Complete, 14,581 sf

Build-out of the third floor, including offices, conference rooms, break areas, replacement of exterior doors

### PHASE II- Construction Complete, 21,665 sf

Demolition of existing first floor. Relocation of an in-house Credit Union to new location, including bank security, surveillance, access controls, uninterrupted power supply through UPS, generator back-up

### PHASE III- Construction Complete, 34,275 sf

First floor build out including a new board room with adaptable technology features, offices, conference, company-wide kitchen, breakroom. Company-wide data center was included in this phase.

### PHASE IV- Construction Complete, 14,581 sf

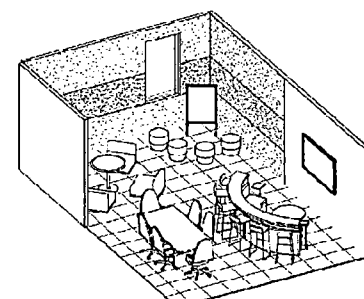
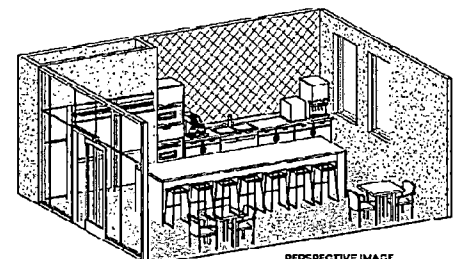
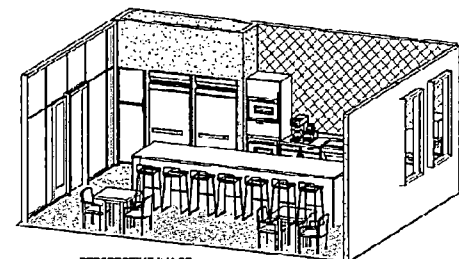
Second floor build out of offices, break rooms, conference spaces, training room, stair enclosures and egress/life safety provisions

### PHASE V- Construction Complete, 20,688 sf

Renovation of two adjacent buildings, print and mail centers, offices, 350k natural gas generator

### PHASE VI- Design Complete, 20,688 sf

Replacement of exterior glazing, additional office renovations



# YOUTH DEVELOPMENT CENTER

## A NEW EDUCATIONAL FACILITY

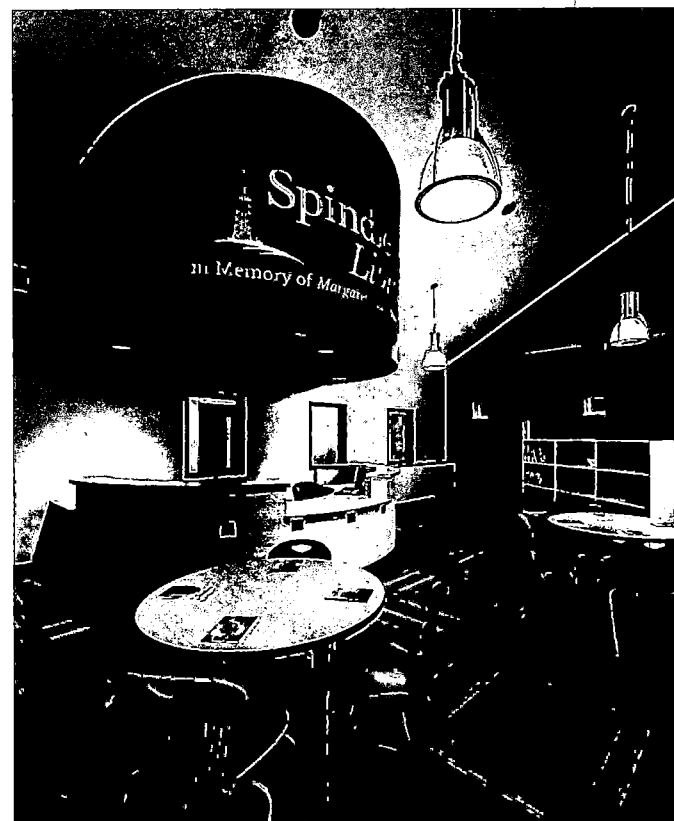


SQUARE FOOTAGE: 22,500 SF OF NEW CONSTRUCTION  
YEAR: 2020

PlanNorth worked with the Youth Development Center masterplan, complete conceptual renderings, assisted with the complete construction for Phase 1 of this project. The new construction educational facility for an after-school program. The facility sits on 9.3 acres located in Houston. The square foot facility includes classrooms and lab spaces, offices, a library and dining hall. The building incorporates a warehouse-style seen in the area, using concrete block, pre-rusted panels, translucent polycarbonate, and steel. Vibrant, colorful elements create a new character.

Key to the success of this masterplan and facility was the finish in providing expert-level safety and security, a healthy and inspiring work environment for students. PlanNorth introduced a new prototype to safety design with a focus on space flow. Deliveries, typically unloaded behind the building, are now front for high-visibility and transparency. Children are protected by the highest security ring. Glazing is either at a high-level or offset in atypical patterns or from a clerestory.

PLANNORTH HAS COMPLETED MULTIPLE PROJECTS IN THE AREA, INCLUDING THE NEW CONSTRUCTION OF A 30,000-SF FACILITY IN THE WOODLANDS, TEXAS COMBINED WITH AN ADDITIONAL 10,000-SF OFFICE AND CLASSROOM SPACES FOR THE FACILITY. THESE PROJECTS WERE DESIGNED AND BUILT UNDER THE





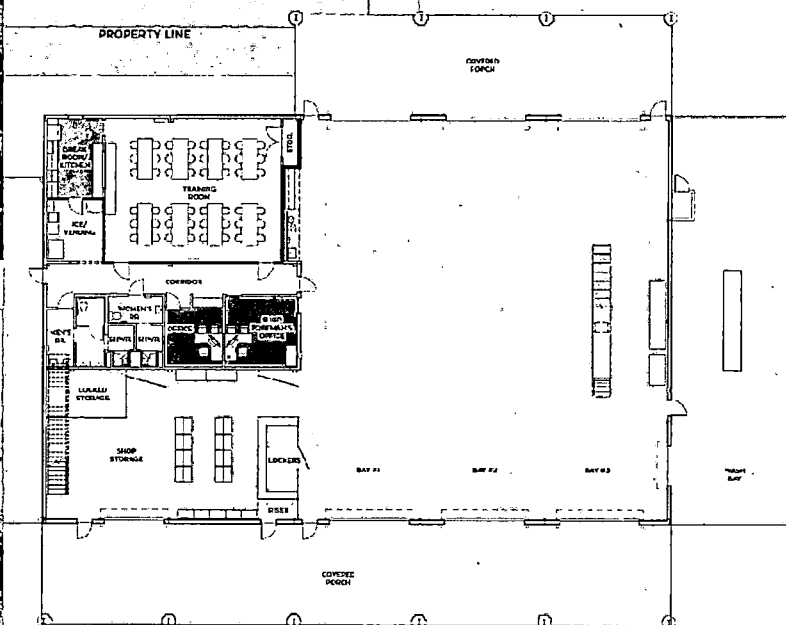
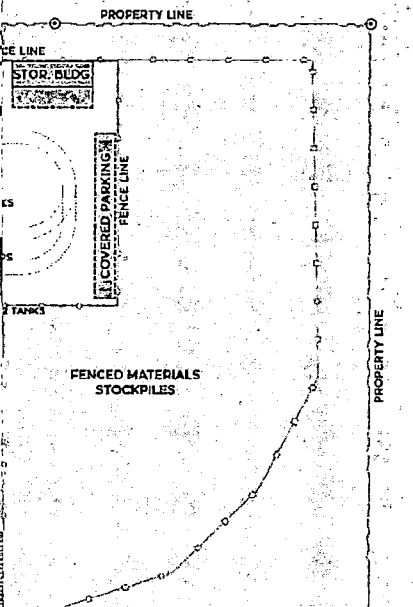
# WASHINGTON COUNTY ENGINEERING

## NEW CONSTRUCTION



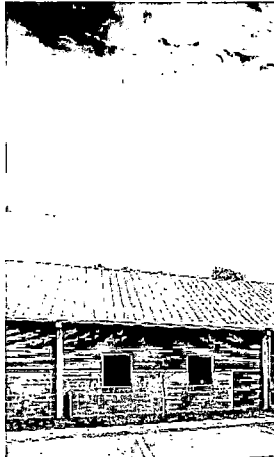
SQUARE FOOTAGE: 20,720 SF

The New Facility for Washington County Road and Bridge, later named Washington County Engineering and Development, is a new campus facility located on 21.45 acres just outside of Brenham, Texas. The design includes a Lobby, Meeting space, Offices, Training room, a first and second floor Shop Storage, Shop Bays, and Covered Porches. In addition, the site also includes a 5,000+ square foot Tire and Storage building and a covered parking structure for equipment.



REPEAT CLIENT

**OWNER REFERENCE:**  
Mrs. Joy Fuchs  
Former Commissioner,  
Washington County  
[joyfuchs@earthlink.net](mailto:joyfuchs@earthlink.net)  
979-421-0540





## BRAZOS VALLEY PROJECTS

### COMPLETED PROJECTS BY PLANNORTH IN THE

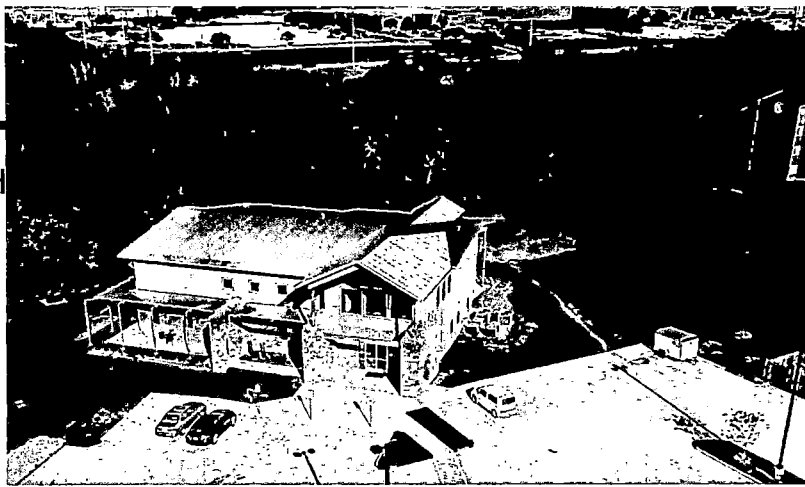
#### PROJECT: GENESIS CLINIC

SQUARE FOOTAGE: 3,050 SF

Interior renovation of 3,050 SF existing medical office suite into an OB/GYN medical office complete with a reception area, patient rooms, ultrasound room, lab, administrative offices, and support spaces. This project was completed alongside College Station Medical Center's real estate asset management company, Dr. Justin Gayle and his staff, and a local construction team.

#### OWNER REFERENCE:

DR. JUSTIN GAYLE, 979-229-9189



AND RENOVATIONS TO  
UM, BLINN COLLEGE  
000 SF, CMAR

SF new Athletic Facility  
multi-level Locker Rooms,  
Meeting Rooms for Blinn  
m, Laundry and Training  
and increased seating.

M KOLKHORST



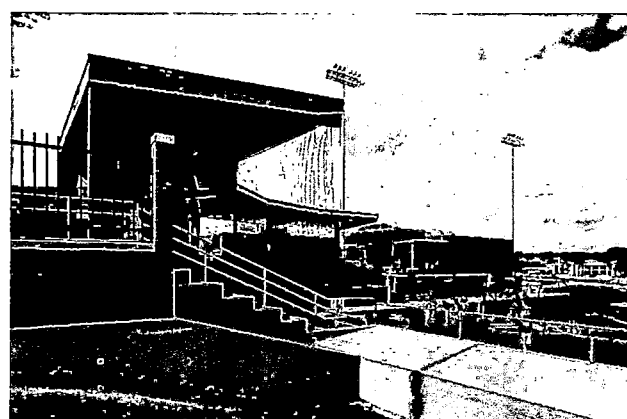
#### PROJECT: WCT- 2 LOCATIONS

SQUARE FOOTAGE: 22,000 SF, CMAR

WCTractor aimed to create a "flagship" store for the brand with a new Navasota location featuring a large showroom, outdoor inventory areas, warehouse work areas, loading docks and more. This facility was repeated in 2015 in Bryan, Texas.

#### OWNER REFERENCE:

MR. MARK JENSEN, 979-277-8362



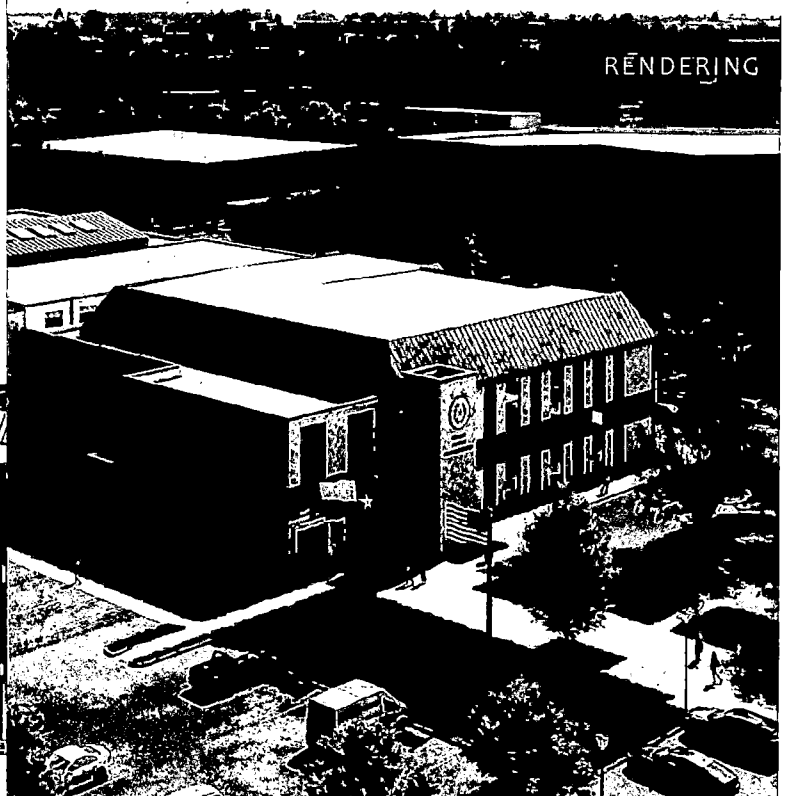
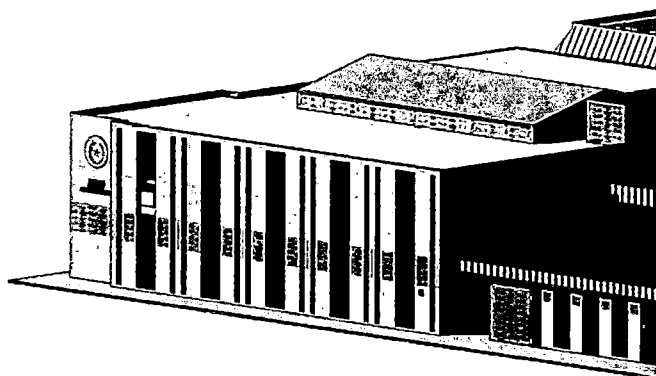
# BRAZOS COUNTY ADMINISTRATION

## EXTERIOR AND INTERIOR RENOVATION



SQUARE FOOTAGE: 95,400 SF Renovations

A renovation project is currently underway for the Office building complex. The primary goal of the project is to modernize various spaces and extend the useful life of the building. The program includes offices, open work areas, employee break areas, and support spaces. The exterior envelope/façade will be replaced with new insulation, window replacement, elevator addition, and re-organization of the building. This project is being bid through a Competitive Sealed Proposal.

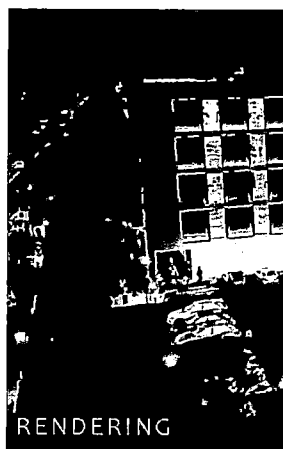
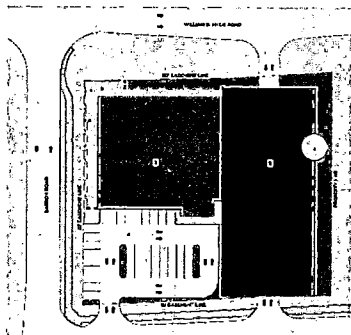


## COLLEGE STATION, TEXAS



Tyson Voelkel, President  
Texas A&M Foundation  
979-845-8161

PlanNorth completed a heavily research-based design for the new Texas A&M University at College Station, Texas to illustrate the highest and best use of the site. The project, "Coffee, Wellness" was centered around providing a more compact A&M that merges work and life. With over 120,000 square feet of a multi-level parking garage, the building is a day to lower level and office space on the remaining levels. of the rooftop terrace for events which doubles as parking, integrated with the parking garage and modern amenities are and natural light for each work space. The top levels feature views of Texas A&M's Kyle Field. At night, visitors can enjoy replace replicate cascading water above the entry. Facades at an outdoor theater experience.



**LEGEND**

**COFFEE MACHINE**

**MICROWAVE**

**TRASH BELOW**

**DRAPES, CEILING TO FLOOR**

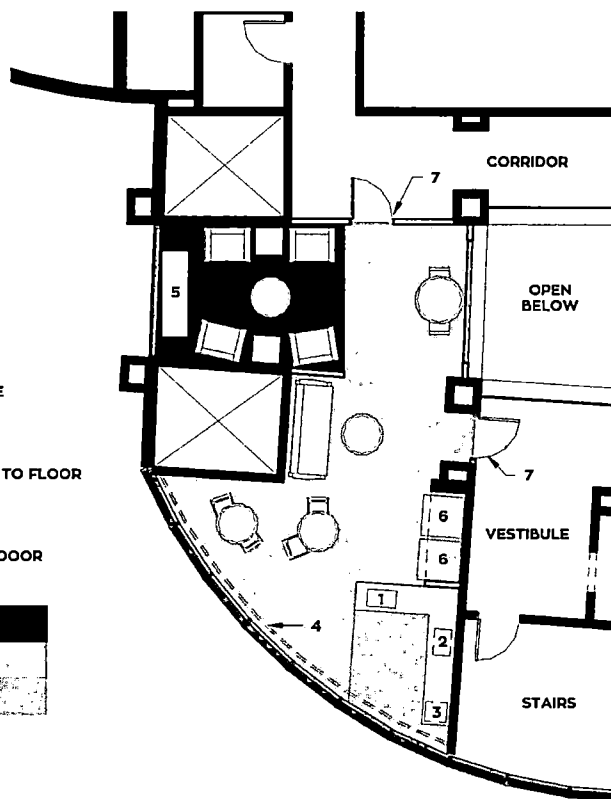
**FIREPLACE**

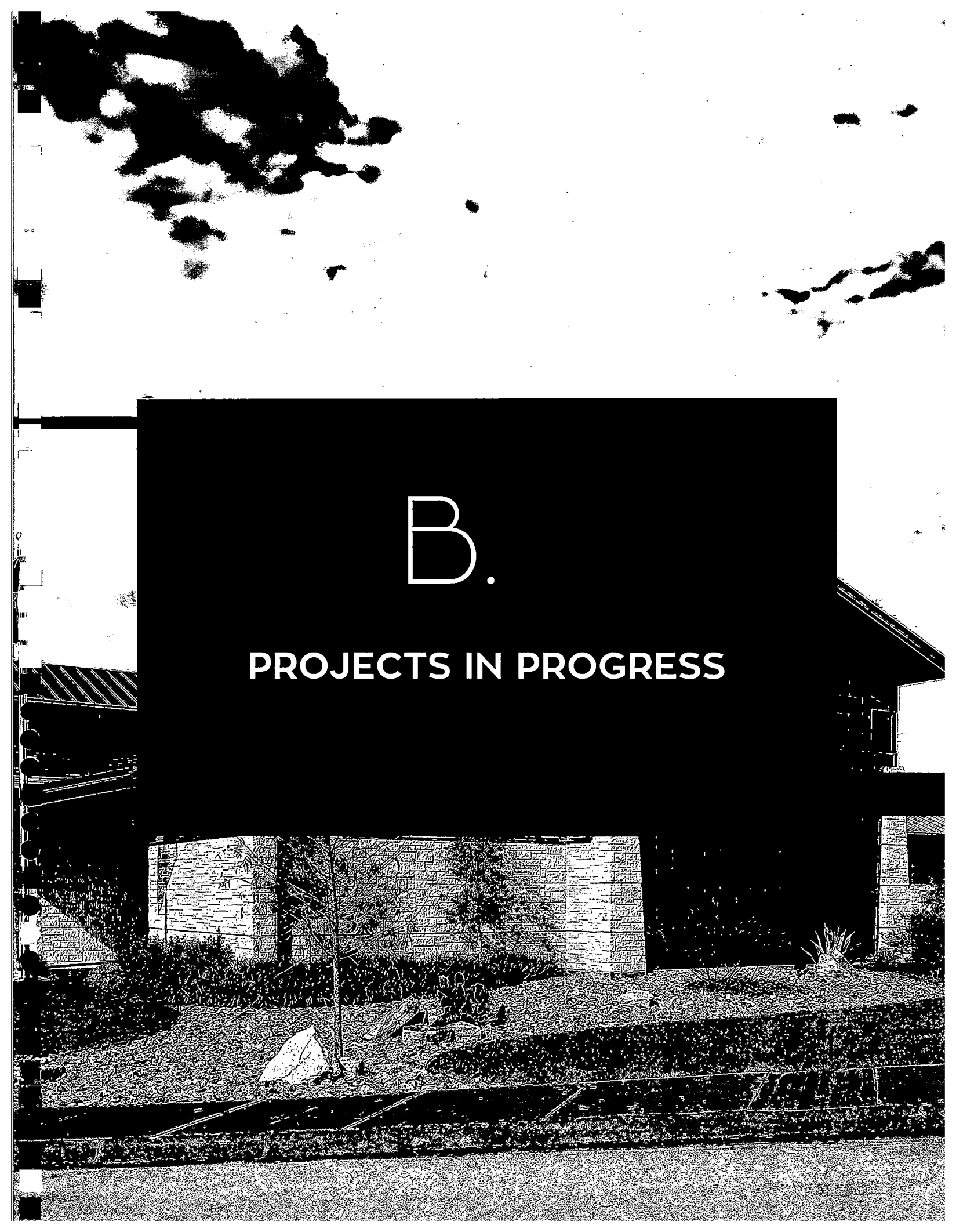
**REFRIGERATOR**

**NEW WALL AND DOOR**

## OPEN SEATING

**COFFEE BAR**





B.

PROJECTS IN PROGRESS

### 3. Experience of Firm's Proposed Personnel

- b. Provide a complete list of all projects currently in progress or completed by your firm's proposed personnel within the last three (3) years.

PlanNorth has the following projects either in progress or completed during the past three years:

#### **In Progress, Design Phase:**

1. Washington County\*- Feasibility for Records Storage\*\*
2. Brazos Transit District\*- Feasibility for Urban Transfer Point\*\*
3. New Tabor Brethren Church, Caldwell
4. Parking and Site Design for Robertson County\*

#### **In Progress, Bidding and/or Construction Phase:**

1. Twin City Church of Christ in College Station, Texas (construction)
2. Brazos County\* Administration Building (bidding)
3. Renovations to Citizens State Bank Lobby, Somerville (construction)\*\*
4. Elizabeth Lutheran Church, Caldwell (construction)
5. Renovations to Softball Complex for Bellville ISD\* (construction)\*\*

#### **Design and Construction Projects Completed within the past three years:**

1. Feasibility for Somerville\* City Hall\*\*
2. Projects for Camp Lone Star in LaGrange: Masterplan, Dining Hall, Staff Housing, Entry\*\*
3. Structural Renovations to Community Ed Building for Brenham ISD\*,\*\*
4. Renovations to Brenham National Bank (4 floors)\*\*
5. Masterplan for Miracle Farm
6. Germania Insurance- Phases II-V\*\*
7. Miscellaneous Projects for Bellville ISD\*, \*\*
8. Lost Creek Store in Hearne, including Starbucks and Weikels\*\*
9. New Service Center and Renovations to Hyundai of Brenham\*\*
10. Misc Projects for Texas A&M Foundation\*\*
11. Leroy Dreyer Stadium for Blinn College\*, \*\*
12. United Ag and Turf, Navasota

*\* Indicates a publicly funded project (municipality, school or higher education district, or pseudo-political entity)*

*\*\*Indicates a Repeat Client*



C.

PUBLIC ENTITIES

### 3. Experience of Firm's Proposed Personnel

c. List and describe work completed for public entities (schools, cities, counties, or state) in the last five (5) years.

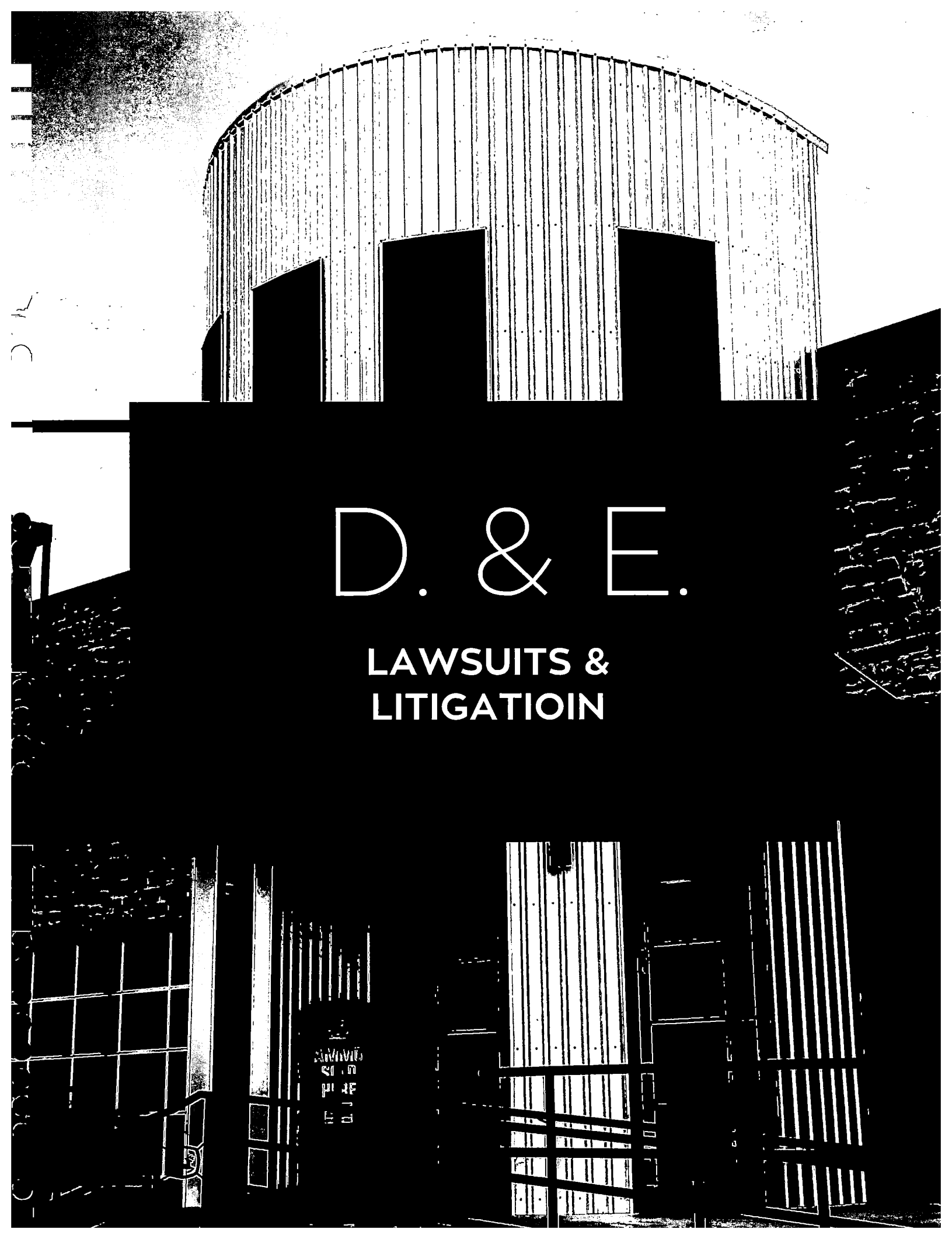
PlanNorth has completed work for the following public entities in the past five years:

Washington County\*  
Brazos Transit District\*  
Bellville ISD\*  
City of Somerville\*  
Brenham ISD\*  
Blinn College\*  
Brazos County\*\*  
Robertson County\*\*

*\*Indicates that the entity is a repeat client*

*\*\*Currently working on first project for this client*

Please see project data sheets under Section 3a for details on these projects.



D. & E.

LAWSUITS &  
LITIGATION



### 3. Experience of Firm's Proposed Personnel

d. Has your organization or any of the partners, principals, officers, or personnel filed any lawsuits or requested arbitration regarding construction contracts within the last five (5) years? Is any litigation currently pending? If so, describe.

*No, none of PlanNorth's partners, principals, officers, or personnel have filed any lawsuits or requested arbitration with regard to construction contracts within the last five years.*

e. Has your organization or any of its partners, principals, officers, or personnel been in litigation or arbitration regarding construction contracts in the last five (5) years? Is any litigation currently pending? If so, describe.

*No, none of PlanNorth's partners, principals, officers, or personnel have been in litigation or arbitration with regard to construction contracts within the last five years. PlanNorth has no pending litigation.*



F.

REPEAT CLIENTS

FIRE LANE

### 3. Experience of Firm's Proposed Personnel

f. What percentage of your work is from repeat clients?

PlanNorth's client retention rate is currently at 92%.

PlanNorth calculates our percentage of repeat clients using the following:  
*A repeat client/customer is an entity or person who has received A/E design services from PlanNorth, in exchange for payment, on more than one occasion and for more than one entire project effort.*



A.

# MANAGEMENT PLAN



## 4. Planning and Project Management

a. Describe your organization's management plan and concepts for working with the owner during design and construction.

PlanNorth has served in the project management role from design through construction on 60+ projects to date. Included in this service will be the management of the project schedules and A/E Team, ensuring that all efforts remain on the critical path and of the highest quality.

Involvement and buy-in from user groups and other stakeholders is vital to the success of any project. PlanNorth understands that the County represents the users who will be directly impacted by the decisions of the Design team and must be fully represented throughout the project process. At the initial kickoff meeting, PlanNorth will listen as the County explains both high-level and detailed oriented information relevant to the project. Conversation can range from procurement standards to specifications for hardware and IT considerations. As part of our services on any project, PlanNorth will always complete an Opportunity Analysis. This is a time to dig deeper, clients create the results that will truly resonate with the community, users, and create lasting value. It is our primary goal to gather information on any project by listening to those selected to represent the County's interest and needs, whether that is an appointed team, a member group, a facilities team or a committee. We take pride in our designs, but feel the most reward when the big-picture goals are met.

Upon completion of each phase, the PlanNorth team will prepare presentation documents that demonstrate compliance with the County's stated project goals suitable for public posting/presentation upon request. The documents will acknowledge meeting participants and dates, the Program of Requirements, Architect's Probable Opinions of Cost, 3D renderings, and plans demonstrating the design intent as appropriate to the phase. A project schedule will always be included as it guides us to stay on task and allows us to track potential impacts to the project. Construction standards for Brazos County will be implemented into a master specification manual that is reserved for their project use and repeated on any subsequent projects upon County request.

### **Here are some of the key steps in our process:**

- Kick-off meeting with County. Per owner request, stakeholders may be included
- Gather spatial needs and site improvement data
- Coordinate and Facilitate with County on site information such as Topographic Surveys and soil investigations
- Site development review meetings
- Conceptual review meetings
- Meet as needed with Regulatory Agencies
- Schematic and Design Development presentations, "review" meetings prior to submission of documents
- Routine check-ins with county and sub-consultants

As a community architect, PlanNorth has many repeat clients. All of our clients desire consistency, quality, transparency, value and innovation for their projects, and we are dedicated to providing top-level service on every project.



B.

**ESTIMATING COST**

## 4. Planning and Project Management

### b. Describe your organization's methods of estimating costs.

A big part of a firm's ability to create a successful project experience is the ability to cost the job accurately, specifically during uncertain times. PlanNorth will use a variety of costing techniques to arrive at an Architect's Probable Opinion of Cost on any given project or series of projects, large or small. Ken Burch, Managing Principal, will lead all costing exercises. Ken has over a decade of experience working as a Commercial Construction Project Manager and Estimator prior to becoming a Licensed Architect. He will use his background in construction to help steer the project material selections, structural systems, and specification format to move with the market and to choose materials that are most suitable and cost effective. Diverse backgrounds on the PlanNorth team such as this shape how we navigate a successful and cost-effective design.

#### **Budgeting Process**

PlanNorth will start the general budgeting process by identifying and researching similar projects, evaluating the availability of construction workforce, potential inflation, and the bidding climate. Different project types require various budgeting methods; for instance, a mechanical system swap-out or a re-roofing project will be evaluated differently than a new construction, renovation or addition. PlanNorth works with a number of Construction Managers and General Contractors who will provide cost input upon request, which is of great value to the team.

Early phase budgets will be conducted by a unit cost per square foot method, with dedicated contingency funds and figures for probable escalation. This strategy is meant to cover the anticipated cost of the work at the time of final bidding, which may be several months or more from the initial Opinion of Cost. Statements of probable cost done later in design will be derived from unit prices, cost per square foot, and line-item costs for unconventional items. The need for escalation and contingency funds will diminish as the project nears completion of documents. Tracking of soft costs along the way is also factored into our budgeting. These costs are often a significant percentage of project cost, and it is important to keep these items accounted for and reasonably budgeted.

#### **Checksets**

PlanNorth relies on drawing checksets to derive cost information early in the design process. Checksets indicate that certain contractual and practical milestones have been achieved. Checksets also provide a clear outline for the contractor in a CMAR arrangement, on what to price as the drawings progress to completion. Typically, the contractor aligns their budget reviews with the checkset schedule, in order to price the most current information.

PlanNorth has other specific uses for each checkset. Completion milestones are created and shared with all members of the team. Each milestone has an internal list of items which will be included/complete.

## 4. Planning and Project Management

At 25% on a large renovation, we would review placement of major new building systems, for example. At 75% however, the checkset is reviewed with very specific attention to Quality Assurance/Quality Control. This is the phase where the Project Manual (Specifications) are mostly completed. The drawings are reviewed and checked against the specifications to confirm that the County's requirements, good design practices, products, methods and budget concerns are addressed head-on. We involve local permitting authorities early-on and maintain good communication with their teams in writing. Below you can see the "highest level", big-picture requirements that we typically require in each checkset for a CMAR project:

PERCENTAGE COMPLETE	CHECKSET	MILESTONES
25%	Conceptual	Approved site plan, floor plan, elevations/3D building views
50%	Design Development	Approved technology list, furniture and lab layouts, lighting and electrical/data needs, building material details, interior finishes chosen, local authority meeting
75%	A/E Coordination Set	Disciplines confirm that drawings adhere to specifications, specific error checks, Revit clash detection in BIM Models
100%	Bid/Permit	Set issued for CMAR Bidding, issue Addenda for clarifications as needed. Set will be submitted to City for permitting, TDLR for ADA Review
Posted Set	For Construction	Construction Documents for Construction. All Addenda and City permitting requests implemented into a clean set of documents for construction.

The PlanNorth team will encourage full integration and information sharing through BIMS 360 with the contractor immediately upon engagement regardless of procurement method. It is extremely important that the contractor understand the dynamics of the design team, and how any architectural/engineering decisions are made and who can make them quickly. By the time construction starts, all teams are aligned and able to communicate seamlessly.





C.

## OWNER REQUIREMENTS



## 4. Planning and Project Management

c. Describe your plan for assuring that the project design meets the owner's requirements.

At our firm, we embrace a practical and thoughtful approach to building design, harnessing materials that harmonize with local resources, products, and skilled labor. We believe that architecture should transcend mere aesthetics; it must cultivate a healthy environment for its occupants. Regardless of individual styles or preferences, impactful buildings rejuvenate communities, instilling a deep sense of pride and achievement. Over time, these structures weave themselves into the fabric of community history, becoming cherished backdrops for countless stories and memories.

We are unwavering in our commitment to being responsible stewards of taxpayers' money, with a strong emphasis on transparency and accountability in our design processes. Our mission is to ensure that every dollar spent aligns with the public interest, showcasing our public-first mentality. To achieve this, we actively seek opportunities to optimize resources, improve service delivery, and engage with the community to truly understand their needs and expectations. This focused approach helps cultivate trust and affirms that we are dedicated to maximizing the value of every taxpayer investment.

PlanNorth stands out as a community-oriented architectural firm. Our local communities are at the heart of our mission and our team. This connection fosters an unparalleled commitment to each project, as the reputation of our small firm is vital to our success.

We uphold core values such as "Treat every project as if it were your own" and "Unite people during challenges". Brazos County can expect PlanNorth to approach each project with genuine care, meticulous attention to detail, and the highest level of professional integrity.



D.

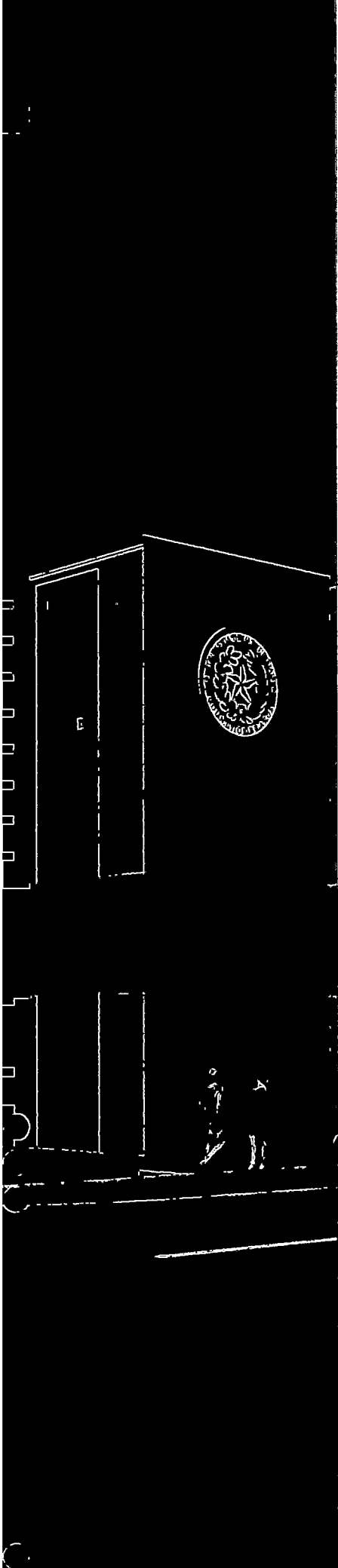
QUALITY CONTROL/  
OWNER FEEDBACK

## 4. Planning and Project Management

d. Describe your procedures and objectives for reviewing the design and construction documents for quality control/constructability and providing feed-back to the owner.

At PlanNorth, Quality Assurance efforts begin during design with a schedule of milestone check-sets, each with a list of deliverables and approvals which are necessary prior to moving into the next phase of design. Within the system of reliably scheduled check sets, PlanNorth has created a system of checks and balances within our team, as well. Here's what we do:

- One licensed architect oversees every project from start to finish, no exceptions. Continuity of information is incredibly important. On public projects, such as a municipal project, a PlanNorth principal will always be appointed as lead architect (and will continue to attend meetings from start to finish).
- Each person on the team contributes something unique and special (such as a specialization in BIMS 3D Building modeling, interiors, graphics, or renovations), as well as performing at an above-average level appropriate to their years of experience.
- Those with different backgrounds review drawings simultaneously: ie getting a fresh set of eyes!
- We have a culture of learning... we talk "errors" openly in our office so that information flows freely through the firm and we learn from the experience of others.
- We conduct a weekly BIM share with consultants and all team members for clash detection on buildings in design.
- We involve local permitting authorities early and maintain good communication with their teams and in writing.
- No matter how small the scope, sub-consultants are included on all milestone communications and meetings.
- The County's construction standards get implemented into a master specification manual that is reserved for their project use and repeated on any subsequent projects upon County request.





E.

START UP/CLOSE OUT

## 4. Planning and Project Management

e. Describe your firm's start up and close out procedures for this project.

PlanNorth will organize a kick-off meeting to formally commence the project. This initial meeting is essential as it marks the beginning of the design phase. Our primary objective during this meeting will be to outline a comprehensive schedule of milestones and activities. This will enable us to achieve a clearly defined project scope, ensure high standards of construction quality, and adhere to the County's specified budgetary constraints.

In this phase, we will build upon the existing Program of Record, which was developed by Broaddus Planning. We will conduct a thorough and detailed analysis of Programming Requirements, engaging closely with end users to gather insights and feedback. This will include discussions about overall building functionality, space utilization, user needs, and any specific requirements that may arise during these conversations.

By taking this meticulous approach, we aim to capture the full spectrum of expectations and requirements from all stakeholders involved. The success of the project hinges on this critical step, so we will ensure that every detail is attended to with the highest level of diligence. Establishing a clear and collaborative foundation during this stage is crucial for setting the project up for long-term success.

To conclude the project, PlanNorth will undertake a comprehensive evaluation of the Construction Manager's work to verify that it has attained substantial completion. This process will entail a meticulous assessment of all project components to identify any areas requiring completion or correction. Upon the successful completion of this thorough review, PlanNorth will recommend the final payment and the commencement of the warranty period, thereby ensuring that all contractual obligations have been satisfied, and any necessary corrections have been made. Furthermore, PlanNorth will remain engaged throughout the warranty period and beyond to guarantee that Brazos County is well-positioned for future success.



F.

**DURABILITY/  
LIFE CYCLE COST**



## 4. Planning and Project Management

f. Describe how you will evaluate factors pertaining to the long-term durability and life cycle cost of the project. What is the owner's involvement in this process?

Throughout the design process, PlanNorth is committed to prioritizing active listening and meaningful engagement with the stakeholders of Brazos County. By thoroughly understanding their preferences, needs, and expectations for material and finish selection, we ensure that the final design truly reflects their vision. Our proactive approach will include a series of organized meetings, interactive workshops, and comprehensive feedback sessions to promote open communication and gather invaluable input.

With the Construction Manager at Risk (CMAR) delivery method in place, cultivating a strong collaborative environment among all involved parties is critical. This includes the design team, Brazos County stakeholders, and the construction team. By building a unified partnership, we can efficiently tackle challenges, make informed choices, and align the project's goals with the community's aspirations. This dedication to teamwork is vital for successfully navigating the complexities of the project while adhering to the established timeline and budget.

Our team adopts a financially savvy and user-centric approach to the design process. We meticulously design projects for long-term depreciation life cycles, ensuring we consider how to aid the end-user in managing future operations and maintenance (O&M) budgets effectively. One way we achieve this is by collaborating closely with the Facility Maintenance Team to ensure that their future maintenance needs are met, ultimately enhancing the project's value and sustainability.





G.

# CONTINGENCY PLAN



## 4. Planning and Project Management

g. Describe the firm's contingency plan and how you will continue this project if you sustain a loss to a key member without compromising project quality, schedule, or budget constraints.

PlanNorth recognizes that life is unpredictable: people can get sick, go on vacations, take career opportunities and start families. By anticipating these events and incorporating them into our planning, we can create a system that ensures our clients' project success. Our approach involves the creation of a project team including multiple professionals at all times. These team members each bring a diverse perspective and a blend of construction and architectural backgrounds.

Our main goal is for all team members is to attend design meetings and stay engaged with the project, keeping each other informed about conversations with owners, consultants, and the construction team. This collaboration enables us to lead the team effectively. If one architect or team member has a scheduling conflict or needs to step away briefly, the others are there to share responsibilities. We understand our roles and genuinely enjoy what we do.

Internally, we have additional safeguards in place. Typically, a project in PlanNorth's office includes one Principal (a Licensed Architect), one Client Manager, one Project Architect, and one Project Coordinator. This structure differs from the industry standard. We believe this structure to be best practice for delivering exceptional quality.

Moreover, having a high number of seasoned professionals fosters an environment of creativity and healthy conflict in the office, ensuring that projects stay on schedule and potential issues are addressed early. This team structure proves invaluable during the construction phase. PlanNorth dedicates significant resources to our jobs in the construction phase, and clients recognize this as delivering real value in terms of quality outcomes and cost control.

Clients often request unscheduled site visits to address emerging issues, and we welcome this. In such instances, one of the team's Architects or Client Manager will be available as needed, depending on the topic at hand. All team members are fully capable of making decisions, coordinating consultant involvement as required, and working through solutions until the situation is resolved.

**We take pride in our "boots on the ground" approach.**



## 5. Subcontractors

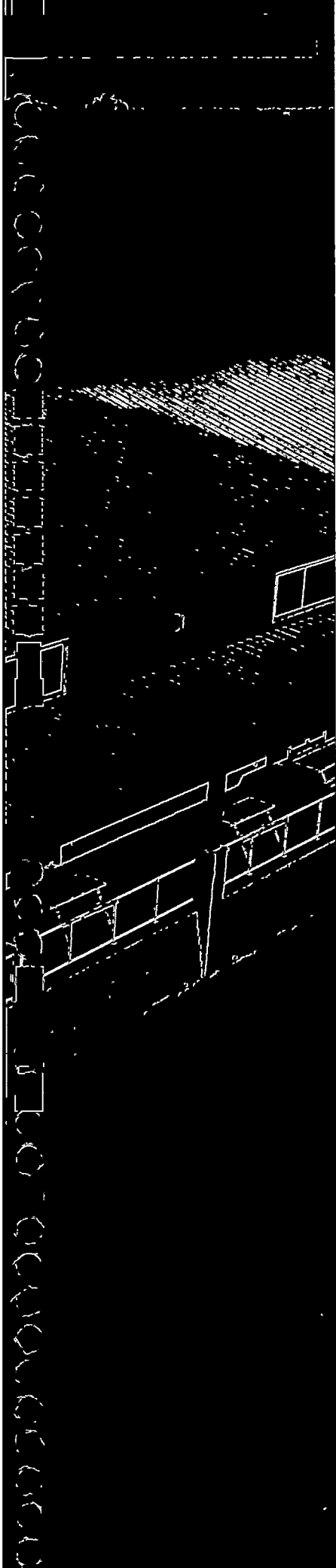
### 5. Firms Proposed Subcontractors

a. Identify, by name, the specific major consultant firms and name the personnel who will be engaging in the county's project (MEP Engineer, Structural Engineer, etc.). Prior to contracting with a firm, Brazos County reserves the right to interview any of the projected personnel assigned to the work. Include all educational, licenses held, and their status.

Please see subconsultant organizational chart following this page, including specific engineers assigned to the project. Note subconsultant teams currently working in a capacity for Brazos County through PlanNorth are marked accordingly. Firm resumes are included in corresponding order. PlanNorth acknowledges Brazos County's right to interview all subconsultants upon request. Full project lists for each subconsultant are available upon request.

b. The firm shall not reassign the project personnel without prior approval of the owner. PlanNorth acknowledges Brazos County's requirement regarding the reassignment of subconsultants, and will honor this.

c. How many projects are the personnel working on that are committed to this project, if awarded? This is an important question and a place where PlanNorth has a significantly different point of view from industry standard. Strong Teamwork is something we work to achieve every day. Typically speaking, every PlanNorth project will be assigned a **three-person leadership team**: a Client Manager, a Licensed Project Architect, and a Principal of the Firm. Each of these positions will be chosen based on the individual skill sets of each person *as relevant to the project needs*. A Client Manager (for example Ryan Key, while working on the Brazos County Administration Building project) will be assigned to one substantial project and possibly another 1-2 smaller project efforts. A Project Architect is assigned to one project at a time in the PlanNorth office during the design phases, as well as staying available for their project(s) which are in the bidding and construction phases. The Principal on each project is typically assigned to several projects. In the case of the recent Brazos County Administration Building project, Ken Burch served as Principal, and continued to manage other projects which were all in the Construction Phase. Brazos County Administration was his only project in the design phase. In addition to these three, the PlanNorth team will always include a Project Coordinator/Administrator who will remain on the project from beginning all the way through construction, as well as other design staff as needed to complete drawings.



This set-up, which “top-loads” a project team, gives the client the ability to really get to know the deeper, individual skill sets of the project leadership, and understand fully where everyone’s abilities fit in. We believe that clients are paying for the services of the top talent in the firm, and we have created a structure to make sure they get exactly that every day. In addition to this, PlanNorth leaders will routinely call other PlanNorth team members into a project meeting if a deeper knowledge of a certain element is needed (ex: safety and security, interiors, or material selection). This is one our favorite parts of having a boutique-style portfolio of work.

**In keeping with this philosophy, PlanNorth requires the same commitment of each and every sub-consultant.** Repeat clients note that when working with PlanNorth, they have access to the leaders of each sub-consulting firm, and that those leaders always attend meetings relevant to their discipline. While PlanNorth does not demand that our subconsultants commit to a certain number of projects at once, *we do contractually require commitment from the leaders of each firm to fully commit their OWN expertise to our projects.* They are free to assign personal as they deem appropriate, provided all deadlines and milestones are met, and that communication stays current, proactive and fluid. This philosophy is very closely tied to PlanNorth’s work culture, and one of the reasons for our success in slowly building a reputation for quality and accountability.

## 5. Firms Proposed Subcontractors

d. List five (5) similar renovation projects that have been designed and completed by the proposed consultant firm personnel who will be engaged on Brazos County's project. For each project, provide the name, type, and scope of project, location (city/state), anticipated completion date, actual completion time, number and amount of change orders, names, phone numbers, and email address of the owner.

**Please see each firm's informational sheets for project lists following this page.** You will note that each consultant has listed projects extremely relevant to the efforts at 101 North Texas Avenue: parking garages, sky bridges, and multi-story and multi-phase efforts. Please note the projects which each consultant has provided on their own resumes.

In addition, please see our Consultant Org Chart for the number of projects completed with PlanNorth leadership. You will note that PlanNorth, with the exception of civil/landscape/survey engineering, is providing the same A/E Team which just completed design for the Brazos County Administration Building. Also of note, we take a very conservative approach when we "add team members" to a currently highly successful project team. This is extremely important when controlling schedule and design quality, as each individual project has really unique elements. For this reason, you'll note that PlanNorth has listed several consultants capable of handling some of the unique aspects of the 101 North Texas Avenue project such as the parking garage, for example, and civil engineering. This allows the client some room to participate in key decisions along the way, once the project is further defined.

Here are a few of our best practices specific to our team and industry, as it pertains to the management of very high-performing industry experts, like these sub-consultants:

- While it's nice to get along, respect doesn't come from liking someone. In our industry, the best relationships form among people who do their jobs well, honor their word, and cross the finish line when they say they will. We don't have to have a lot in common to be a rock solid team, and we appreciate the differences of other perspectives.
- We hire only proven, reliable sub-consultants with a proven track record. We hire them based on their past history on job size/type, their ability to manage the work load, and their ability to design within reasonable cost parameters and offer unique solutions with respect to their own discipline.
- There are no "incentives" that buy trust, but PlanNorth has a tradition of treating our sub-consultants to a nice lunch together at the project kickoff meetings. While it's not a big deal, it's uncommon and makes the whole team feel appreciated from the get-go. We go the extra mile to make sure that all personalities feel comfortable contributing their skillsets and have a chance to ask questions, voice their concerns, and remain heard across disciplines. Importantly, we put in the work to actively plan meetings effectively to maximize the use of everyone's time.

## 5. Firm's Proposed Subcontractors

e. List three (3) projects that the proposing architect has worked with the proposed consultant firm. Including the consultant's responsibility for the project.

PlanNorth leadership has extensive experience with all major consultants on this team. Full project lists available upon request. These consultants are the top professionals in the industry based on reputation and individual engineering portfolios of work. Here are some examples of our current and completed work with each of the major sub-consultants:

### **Conti Jumper Gardner (CJG):**

*Consultant's Responsibility: Structural Engineering*

- Coldwell Banker Office Complex (construction complete)
- Woodland Oaks Church of Christ (30,000sf new construction, plus additions and renovations, construction complete)
- Brazos County Administration Building (design complete)
- Community Ed Building for Brenham ISD
- Youth Development Center (YDC)

### **Lee Truong Yu Engineers (LTY):**

*Consultant's Responsibility: Mechanical, Electrical and Plumbing Engineering*

- Multiple projects for Brenham ISD including mechanical upgrades to Brenham High School, BHS softball complex, Early Childhood Center
- Multiple projects for Bellville ISD including projects at Bellville HS, Softball Complex
- Multiple projects for Washington County including Washington County Engineering and Development
- Leroy Dreyer Stadium for Blinn College
- Brazos County Administration Building (design complete)
- Brazos Transit District
- Program of Projects for Camp Lone Star

### **RME Consulting Engineers (Rabon Metcalf):**

*Consultant's Responsibility: Civil Engineering*

- Edward Jones
- Softball Complex for Bellville ISD
- Lost Creek Store in Hearne, Texas
- North Park Development (office complex)
- Century Farms Development (200 acre masterplanned community completed in 2021)
- Program of Projects for Camp Lone Star
- Additions and Renovations to Hyundai of Brenham

**Kimley Horn** (Completed with PlanNorth leadership member Ryan Key, outside of the PlanNorth team):

*Consultant's Responsibility: Civil Engineering/Landscape Design*

- Greens Prairie Reserve Masterplanned Community
- City of College Station City Hall Building
- City of College Station Economic Development and Tourism Building
- City of College Station Facility Maintenance Building

*Note: Experience with other sub-consultants with smaller tasks/scopes are listed on the org chart following this page. PlanNorth has not listed any sub-consultants for this project with whom we do not have experience. Full lists available upon request.*

# BRAZOS COUNTY

## PLAN**NORTH** ARCHITECTURAL CO.

Ken Burch, AIA and Katie Burch, AIA  
PLANNORTH LLC  
(Brenham, Texas)  
HUB

### STRUCTURAL/PARKING GARAGE/SKYBRIDGE



CJG ENGINEERS

INTEGRATED STRUCTURAL SOLUTIONS

Hunter Kornegay, PE  
CONTI JUMPER GARDNER  
(Houston, Texas)  
6+ Projects with PlanNorth since 2011

### MEP ENGINEER



Li Wei Yu, PE  
Chi Truong, PE  
LTY ENGINEERS  
(Katy, Texas)  
HUB

10+ Projects with PlanNorth since 2011

### CIVIL/SURVEY/ LANDSCAPE/ PARKING GARAGE

## Kimley»Horn

KIMLEY HORN  
(Bryan, Texas)  
3+ Projects with PlanNorth  
leadership (Ryan Key) since 2017

### ENVELOPE



ZERO/SIX CONSULTING  
(Galveston, Texas)  
5+ Projects with PlanNorth and PlanNorth  
leadership (Ryan Key) since 2020

### ELEVATOR



LERCH BATES  
(Houston, Texas)  
1 Project with PlanNorth  
(Brazos County Admin)

### CIVIL/LANDSCAPE



Rabon Metcalf, PE  
RME Consulting Engineers  
(Bryan, Texas)  
10+ Projects with PlanNorth  
since 2018

### TECHNOLOGY/ SECURITY/AV

DATA COM  
DESIGN GROUP

DATA COM  
(Houston, Texas)  
1 Project with PlanNorth  
(Brazos County Admin)

### ACCESSIBILITY

EDDIE HARE, RAS  
(Bryan, Texas)  
Multiple Projects with PlanNorth

### GEOTECHNICAL



TRI STAR DRILLING  
Bryan, Texas  
Multiple Projects with  
PlanNorth





CJG ENGINEERS

INTEGRATED STRUCTURAL SOLUTIONS

STRUCTURAL/PARKING GARAGE/SKY BRIDGE ENGINEER



## **FIRM** **PROFILE**



### **HISTORY AND DEVELOPMENT**

CJG Engineers was founded in 1981 in Houston, Texas as a partnership between John Martin, Jim Cagley and Salvatore V. Conti. In 1985 the firm Incorporated to become Cagley & Conti, Inc. and in 1991 Cagley Conti & Jumper, Inc. when Bill Jumper joined the firm. In 1999 Britt Gardner was added as a principal and the name changed to Conti Jumper Gardner & Associates, Inc. In 2002, the firm added Hunter Kornegay as a principal. The firm name became CJG Engineers in 2009. CJG Engineers is a Registered Engineering Firm in the State of Texas (F-170) as well as other states. In 2014, CJG Engineers was listed on the Aggie 100, and is Aggie owned and operated.

### **EXPERIENCE**

*Completed projects include new and renovated buildings in higher education, K-12 education (over 40 Texas school districts), parking structures, hospitals, hotels, industrial, laboratories, municipal, commercial, retail, athletics, central plants, religious, pedestrian bridges, and other specialty structures.*

- Brazos County Administration Building — Adaptive Reuse and Renovation — Bryan, Texas 95,000 SF Existing Church Structure.
- One and Two Hickory Center — Dallas, Texas  
(2) Four story, 110,000 square foot structural steel office building.
- Three Hickory Center — Dallas, Texas (Pictured)  
Eight story, 245,000 square foot reinforced concrete office building. Including a four level precast parking garage.
- The Redstone Office Building — Houston, Texas (Pictured)  
Six story, 156,000 square foot reinforced concrete office building with a 450 car, three level underground garage.

### **DESIGN** **SERVICES**

- The firm's diverse experience allows us to perform peer reviews, prepare due diligence reports, evaluate building envelopes, renovate existing structures, and execute forensic investigations.
- Our buildings are designed to the highest technical standards providing exceptional performance against the most extreme conditions; including hurricane, seismic and progressive collapse.
- CJG Engineers designs all types of structural systems including conventional reinforced concrete, structural steel, composite construction, prestressed concrete, masonry, wood, aluminum, and glass. The selection of each structural system is made based on serviceability and consistency with the architects' design concept for the project. The final design and documentation of the structure is executed in a timely manner to produce an efficient, economical structure that complements the architecture and provides years of trouble-free use to the owner.

#### **CJG Engineers—Houston, LLC**

6051 North Course Drive • Suite 375 • Houston, Texas 77072  
Phone 713. 780.3345 • Fax 713. 780.3712 • [www.cjgengineers.com](http://www.cjgengineers.com)  
Texas Engineering Firm No. F-170

**CJG Engineers is a current member of  
the Brazos County Administration  
Building Project A/E Team.**





**CJG ENGINEERS**

INTEGRATED STRUCTURAL SOLUTIONS



**STRUCTURAL/PARKING GARAGE/SKY BRIDGE ENGINEER**



## EXPERIENCE

- **Social Security Administration Service Center — Albuquerque, New Mexico**  
Five story, 206,000 square foot composite structural steel office building.
- **FBI Field Office — Dallas, Texas**  
Five story, 185,000 square foot composite structural steel office building.
- **Homestead Station Parking Garage — Homestead, Florida**  
Nine level, 1400 car cast-in place post-tension parking garage structure.
- **Woodforest Bank - Parking Garage — The Woodlands, Texas**  
Four level, 97,920 square foot 615 car precast concrete garage structure.
- **Cook Children's Medical Center Parking Garage — Fort Worth, Texas**  
627-car four-level revenue controlled parking garage, cast in place post-tensioned concrete structure.
- **City of Pasadena — New Event Center and Convention Center Expansion — Pasadena, Texas**  
12,000 seat steel framed and precast concrete arena structure and event center.
- **Cy Fair ISD Berry Center and Stadium Complex — Cypress, Texas (Pictured)**  
11,000 seat reinforced-concrete, precast concrete and steel framed stadium, arena and support complex structures

## TECHNOLOGY

CJG embraces Building Information Modeling (BIM) and has designed and completed numerous educational, institutional, religious, and healthcare facilities using this technology. Through the use of 3D modeling, we continue to enhance project delivery and streamline the design and construction process. Our all-encompassing strategy empowers our clients and creates dynamic interaction among the entire design team.

## CLIENT SATISFACTION

CJG Engineers designs structures that communicate our client's vision, yet provide integrated structural solutions that are fiscally responsible. Through collaboration with our clients, we continuously design buildings that exceed their expectations.

**CJG Engineers is a current member of the Brazos County Administration Building Project A/E Team.**



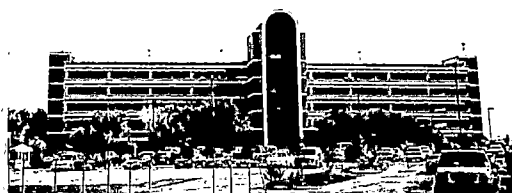
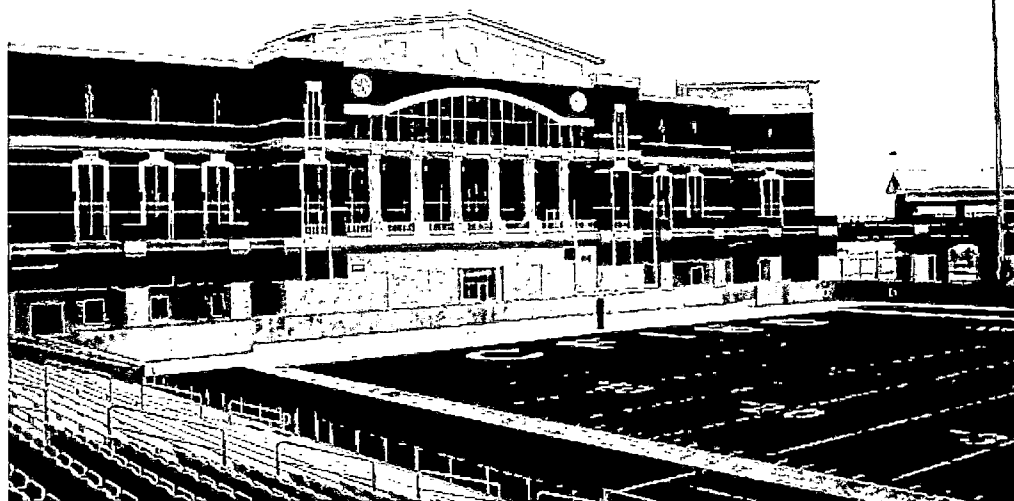
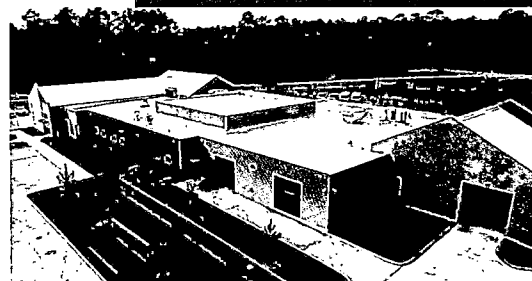
CJG ENGINEERS

INTEGRATED STRUCTURAL SOLUTIONS

STRUCTURAL/PARKING GARAGE/SKY BRIDGE ENGINEER

## EXPERIENCE

- Katy ISD Leonard Merrell Center — Katy, Texas 6,000 seat steel framed arena and support complex
- Cy Fair ISD Bridgeland High School — Cypress, Texas (Pictured) 400,000 SF Four Story steel framed High School with Natatorium and Theater
- St. Joseph Regional Hospital, Bryan Texas— various POB and MOB Buildings, Hospital additions and renovations, Six Level Parking Garage post tensioned (pictured) and Walkway Bridges



CJG Engineers is a current member of the Brazos County Administration Building Project A/E Team.

# EXCELLENCE AND EXPERIENCE WITH A PERSONAL TOUCH



LTY Engineers, PLLC, is a full-service Mechanical, Electrical, and Plumbing Engineering consulting firm with offices in Houston and Dallas. Founded in 2014, LTY is Aggie-owned and operated. We are MBE and HUB certified by the City of Houston and State of Texas. LTY's principals have nearly 30 years of experience as a team. Approximately 90% of our work is for publicly-funded projects, and more than 95% of our clients are returning clients.

We believe that our business model, one in which principals lead the design teams and are heavily involved in each project from design to closeout, provides a level of customer service that is unmatched in the industry. This approach to projects is vastly different than most MEP Engineering consulting firms.

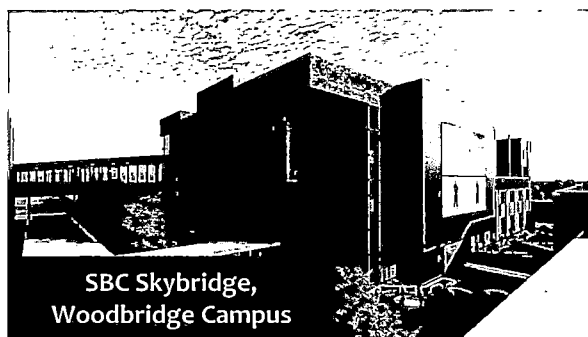
**We believe that using highly experienced and licensed Engineers to do most of the work is the only way to ensure quality. This philosophy promotes lower construction costs, smoother building construction, and customer satisfaction, resulting in more than 95% of our work coming from returning clients or referrals.**



**MBE**



LTY is a current member of the  
Brazos County Administration  
Building Project A/E Team.



SBC Skybridge,  
Woodbridge Campus

LTY Engineers, PLLC A full-service mechanical, electrical and plumbing engineering consulting firm.

840 Gessner Road Suite 325 Houston, Texas 77024 Phone 281-945-8888 Fax 281-945-8889

5700 Granite Parkway Suite 315 Plano, Texas 75024 Phone 469-808-9777

[www.lty-engineers.com](http://www.lty-engineers.com) HUB and MBE Certified

Aggie-owned and Operated

**LTY**  
ENGINEERS

# Kimley»Horn

## Firm Overview – Civil

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, parking consulting, and environmental services to private and public clients. Over the years, we have grown from a small group of engineers and planners to one of the nation's most respected consulting engineering firms—and a recognized leader in development services. Today, Kimley-Horn has 8,300+ employees in 135 offices across the United States, including one in College Station, offering a full range of consulting services to local, regional, national, and international clients.

## Extensive Municipal Experience

Kimley-Horn prides itself on being a successful consultant for our local government clients. In fact, one of our largest practices is in the municipal arena. We have served cities and counties for many years and are currently serving numerous cities and counties throughout Texas. We consider ourselves to be an extension of a city's staff and are committed to the success of these projects as we have many staff who live in municipalities for which we work. We are accessible for staff meetings and work sessions on short notice, and we can offer knowledge of local conditions because we are a local team. Additionally, many of our staff members are former municipal engineers and planners. Our team's combined municipal experience in design, administration, and construction phase services gives us the specific understanding of working with public works, redevelopment agencies, and other regulatory agencies, elected officials, various stakeholders, and the local community to negotiate support and buy-in, and effectively achieve your project objectives.

### Below is a sample of our municipal projects, including multiple in Brazos County:

- City of College Station Facilities Maintenance Building, College Station, TX
- City of College Station Veteran's Park Masterplan, College Station, TX
- City of College Station Memorial Cemetery Maintenance Building, College Station, TX
- City of College Station 1207 Building, College Station, TX
- City of College Station City Hall, College Station, TX
- City of College Station Police Station, College Station, TX

**Kimley-Horn has completed more than 300 projects in Brazos County, including 15+ municipal projects.**



### City Of College Station City Hall

College Station, TX

Kimley-Horn provided civil engineering and landscape architecture services for the new College Station City Hall, which was completed in 2021. The City Hall consists of ~66,000 square feet (SF) of office space, Council Chambers, and included finish-out of the space. Services provided included design, drainage, utilities coordination, utilities design, and construction administration.

### City of College Station Police Department

College Station, TX

Kimley-Horn provided civil engineering and landscape architecture services for the new ~63,000 SF police station and ~11,000 SF SWAT Annex building. Development of the site required extensive grading and fill to eliminate a previously constructed borrow pit on the site. Site utilities including water, sanitary, and storm drainage were designed for the site. Improvements to the adjacent roadways including sidewalk improvements, and a left turn lane access into the site were provided. Kimley-Horn provided construction phase services including regular project visits and issuing addenda and responding to requests for information.

# Parking Services Qualifications

CIVIL/SURVEY/LANDSCAPE/PARKING GARAGE

With more than 100 dedicated parking professionals across the country, Kimley-Horn offers a complete range of parking consultation services—from planning and feasibility studies to facility design, maintenance, restoration, and revenue control. Our firm has provided parking services on **more than 250 garages (150,000+ parking stalls) across the country in the last 5 years.**

The best way to understand the value our team offers is to experience it for yourself. Our parking professionals collaborate closely with Kimley-Horn planners and engineers, providing you with a depth of understanding and resources currently unmatched in the parking industry. Our parking services include:

- Planning and Strategy
- Curb Management and Prioritization
- Policy Framework
- Technology
- Funding and Financing
- Operations
- Parking Functional Design
- Infrastructure
- Structural Engineering
- Maintenance and Restoration
- Wayfinding
- Adaptation and Expansion

## Relevant Parking Garage Experience

### Texas A&M University Polo Road Garage, College Station, TX

The Polo Garage is a 1,680 space, four level parking garage with attached dining, sports recreation, and offices. This garage is located on an existing surface parking facility and serves the growing engineering school. Kimley-Horn provided parking garage layout and traffic impact analysis support to the design team. In addition, Kimley-Horn performed the civil engineering design for the demolition of the existing surface parking area, a new storm drainage, water and sanitary sewer utilities, and grading and paving for the approximate 9-acre site.

Final Cost: \$58

M Dates: 2020

Client Contact: TAMUS, Peter Lange | [plange@tamu.edu](mailto:plange@tamu.edu) |

979.458.0287 Change Orders: N/A



### Dickinson EDC Parking Garage for Water Street Development, Dickinson, TX

Kimley-Horn is providing design services for civil, landscape, architecture, parking structural, and MEP engineering for the 230 spot multi-level parking garage for the City of Dickinson in support of a future project development. Our multidisciplinary team was the prime consultant and worked directly with the client, alleviating much of coordination that comes with having multiple consultants as members of the project team. The team is responsible for the design of the multi-level parking garage, including stairwells and elevators, parking layout and vertical clearances, and parking and access control systems. Additionally, this project has Economic Development Administration (EDA) grant funding and Kimley-Horn is coordinating the EDA project and bidding requirements. Construction is ongoing and is anticipated to be completed in 2025. The construction budget is \$4,500,000 and the project schedule is actively being met.

Final Cost: TBD (Budget is

\$4.5M) Anticipated Completion

Date: 2025

Client Contact: City of Dickinson David Funk, Director of EDC | [dfunk@dickinsontexas.gov](mailto:dfunk@dickinsontexas.gov) | 281.766.0942

Change Orders: N/A

### Smith County Court House Garage, Tyler, TX

Kimley-Horn provided civil, landscape, parking consulting and structural design services for this 545-space parking structure as a subconsultant to Fitzpatrick Architects. The parking garage is one of the first projects delivered in downtown Tyler as part of the County Courthouse redevelopment plan. In addition to meeting the area's growing parking needs, the structure enabled existing surface parking to be redeveloped and make way for the new County Courthouse which is currently under construction adjacent to the site. The garage was designed for the highest level of service (LOS A). The parkable ramp was placed on the outside of the garage at a point farthest away from the pedestrian destinations which provided safe flat floor open parking oriented towards the main stair/elevator core. Additionally, emergency call stations, cameras, and enhanced LED garage lighting was incorporated to enhance safety and security.

The approximately \$14M project completed construction in 2024 and exceeded the

anticipated schedule. Final Cost: \$14 M

Dates: 2024

# Kimley»Horn

Client Contact: N/A

Change Orders: The project had less than 1% of change order requests.

## City of Celina Government Center and Garage, Celina, TX

Kimley-Horn is providing survey, landscape architecture, civil design, parking functional, and structural design services for the new City of Celina Government Center and Garage. The project includes a new 25,000 square foot parking garage, and new 115,000 square foot administration building and library. The administration building includes an outdoor rooftop community space, and the alley between the garage and administrative building will be revitalized into a garden-like gathering space. Our multidisciplinary team has coordinated closely with the architect and City to ensure the garage meets the functional and operational requirements, while the overall project fits well within the downtown's historic feel, and honor's the City's focus on community and placemaking. Construction on the garage is ongoing and final design is ongoing for the administrative building. The estimated construction is \$94,000,000 and the project schedule is actively being met.

Final Cost: TBD (Budget is \$94 Million)

Anticipated Completion Date: TBD

Client Contact: City of Celina Kimberly Btawner,

Assistant City Manager | [kbawner@celina-tx.gov](mailto:kbawner@celina-tx.gov)

972.382.7659 Change Orders: N/A



## Dallas Love Field Garage C, Dallas, TX

Kimley-Horn participated in the design and construction phases of the 5,100-space Garage C parking structure, situated between the existing terminal roadway and an existing taxiway at the Dallas Love Field Airport. Kimley-Horn provided parking design and planning consulting, parking consulting, parking technologies, civil engineering, utility engineering, traffic analysis, roadway/bridge engineering, landscape design, and construction administration services. Some of the challenges on this project included the positioning of the parking structure adjacent to an active taxiway, the existing active roadway into the terminal area, and connection of a major terminal expansion and an active terminal operation. The scope of the Parking Garage C project included developing a new parking garage to meet the current and forecast operations requirements of Dallas Love Field. The new parking garage structure has two levels of parking below grade (for valet use) and seven levels of parking above grade. Terminal roadway connections include an at-grade entry off Aviation Place and an elevated exit plaza leading to a bridge and ramp down to Aviation Place.

Final Cost: \$198 M

Completion Date: 2019

Client Contact: Mark Duebner / Director of Aviation / 214 670 6077/ [markduebner@dallascityhall.com](mailto:markduebner@dallascityhall.com)

Change Orders: N/A



# Kimley»Horn

## Landscape Architecture

### Firm Qualifications

Founded in 1967, Kimley-Horn is one of the nation's largest full-service planning and design consulting firms and has been providing a wide variety of services for municipal clients since our founding. In response to client needs, Kimley-Horn has expanded its range of services to include the large range of disciplines necessary to complete any type of municipal engineering project. Kimley-Horn provides the responsiveness and familiarity of a local firm, but with the resources and personnel of a large business. Our qualifications come from years of experience serving similar clients, and we have learned to adapt our range of services to tailor each client's needs. As a full-service consulting firm composed of civil engineers, structural engineers, electrical engineers, roadway engineers, landscape architects, environmental professionals, transportation planners, and construction phase specialists, we are confident in our abilities to meet the needs of your citizens. In the last 57 years, our pursuit of traditional and niche markets has enabled Kimley-Horn to become one of the premier consulting firms in the nation. Today, Kimley-Horn has more than 8,200 professionals across 130+ offices nationwide.

#### Woodland Hills Park

Conroe, TX

Woodlands Hills Park will be a neighborhood destination for young families, seniors and all ages living in this planned community near Conroe, Texas. Diverse neighborhood recreation amenities will be nestled into the piney woods of the sloping parksite. Family and community gatherings will center on an open-air picnic pavilion overlooking a large play area. Slides and climbing boulders utilize a natural slope between the gathering space and playground, with swings separated across a central walk for safety.

Teens and adults will enjoy congregating in a separate area of the park, with Adirondack chairs arranged on a deck in the woods, and hammocks swinging from colorful posts. These areas, separate from the children's playground, will encourage community gathering that accommodates all ages in a beautiful natural setting.

#### Cedar Crest Community Center Improvements

Dallas, TX

To renovate this key feature of Dallas's South Oak Cliff neighborhood, significant improvements were made to its baseball and football field with a running track, 20,000-SF community center, and 4,000-SF chapel. Completed in October 2023, this project included extensive community involvement and gifts from foundations and corporations. We provided playing field and track design, landscape architecture and civil engineering, including topographic survey, site plan preparation, project specifications, dimension control plan, paving/stripping plan, grading plan, drainage area map with calculations, storm drainage plan, franchise utility plan, erosion control plan, franchise utility coordination, submittals, and permitting.

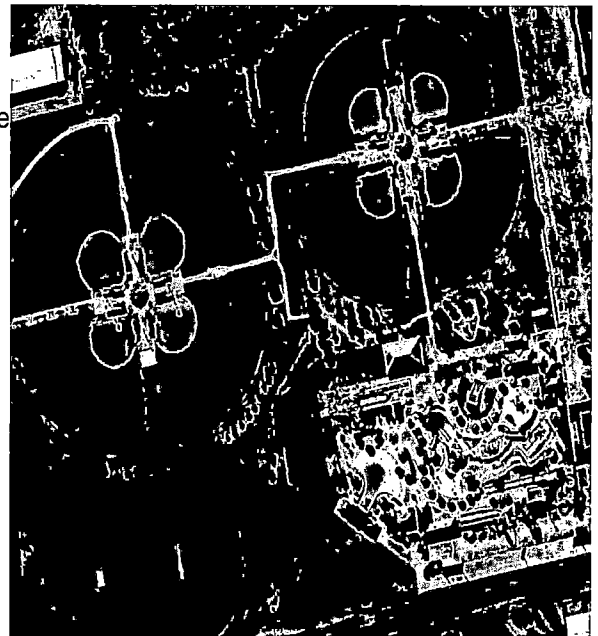
#### Wayne Gray Sportsplex, Turf, and Parking Improvements

Baytown, TX

Kimley-Horn has had the opportunity to work with the City of Baytown for many years within the regional Wayne Gray Sports Complex project. In order to better serve more of their community's tournament needs, the City identified a need for more parking and a retrofit of their existing softball infields with synthetic turf. This would allow for more users to access the property and for more hours of game play on the field.

Starting with a Preliminary Engineering Report (PER), Kimley-Horn developed a site plan, Opinion of Probable Construction Cost (OPCC), and a technical memo to assist the City with budget planning. Upon approved, our team proceeded with construction documents, bidding, and construction phase services. Along the way, the opportunity to purchase property adjacent to the site became available to the City.

Kimley-Horn did a similar PER study to help the City determine the land's opportunities and constraints and how much additional parking could be added. As part of the design process, our team also assisted the City in developing a City-wide turf specification that can be used to guide future synthetic turf installations on multiple field types.





**RME Consulting Engineers** is a general civil engineering firm with over twenty (20) years of development experience within the Brazos Valley and the State of Texas. Therefore, **RME** functions with a solid base, grounded experience, and the ability to perform most any facet of civil engineering. The resolve of the company is the continual focus on providing our clients with quality engineering, coupled with prompt and personalized attention. **RME Consulting Engineers**, since its creation in 2002, has provided engineering services for a broad base of developments in the Bryan/College Station area. In addition, Mr. Rabon A. Metcalf, P.E., its founder, has been actively involved in engineering and development in the community since 1997. From the onset of every project, **RME** considers alternative solutions to problems as well as using modern design methodology. Once the development plan and path are established, **RME** sets out to solve problems and provide engineering design in a cost effective manner.

**Mr. Rabon A. Metcalf, P.E.** (License No. 88583) is the owner of RME Consulting Engineers. He began this civil consulting engineering firm in early spring of 2002 and the business has experienced continual steady growth each year since its inception. **Mr. Metcalf** received his Bachelor of Science in Civil Engineering from Texas A&M University in 1996. Since that time **Mr. Metcalf** has accumulated in-depth experience in Public Works Civil Engineering, Site Development, Water and Waste Water Facilities/Collection and/or Distribution Systems, and Hydrologic/Hydraulic Drainage Analyses.

#### **RME Projects include:**

- M.D. Wheeler Subdivision, PH 2
- Woodville Road Improvements
- BTU Distribution Center and Northern Street Improvements
- Prairie View A&M University – PH 9 Student Housing
- WRI Utilities
- Huntington Sewer Trunk Line
- Prairie View A&M University
- Edward Jones, Brenham Texas
- North Park Development, Brenham
- Century Farms Development, Chappell Hill Texas
- New Tabor Brethren Church, Caldwell
- Elizabeth Lutheran Church, Caldwell
- Lost Creek Store, Hearne
- Softball Complex for Bellville ISD
- Program of Projects for Camp Lone Star
- Additions and Renovations to Hyundai of Brenham



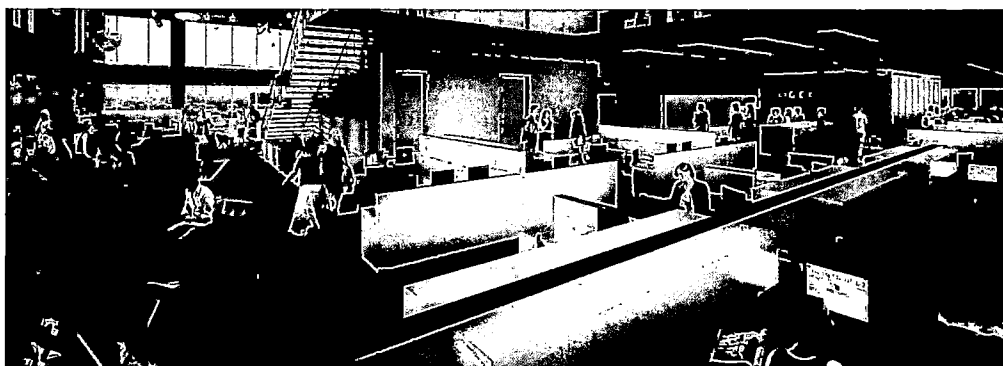
P.O. Box 9253  
College Station, TX 77842  
Off/Fax: (979) 764-0704  
email: [civil@rmengineer.com](mailto:civil@rmengineer.com)



## FIRM PROFILE

### ABOUT THE FIRM

Founded in 1999, DataCom Design Group is a Limited Liability Company which specializes in innovative planning and design for technology-rich environments for new and renovated projects of all types. The company is committed to providing superior services in Information Technology, Electronic Security, AudioVisual, Acoustics, Medical Technology and related disciplines, utilizing a fully integrated project approach. Our technology solutions are characterized by efficient use of space and resources as well as scalability for organizational growth and flexibility to adapt to emerging technologies. Our custom designs allow organizations to integrate complex systems into dynamic environments, for smooth operation and a resultant return on investment. Working closely with design teams, DataCom Design Group emphasizes collaboration and brings vision, enthusiasm, and professionalism to every project.



### A PROVEN TRACK RECORD

DataCom Design Group has not had an Errors and Omissions Claim in the 20-year history of the firm. More than 80% of our business is from repeat clients or by referral.

### RECENT MUNICIPAL EXPERIENCE

- |  |  |
|--|--|
| • Brazos County, Administration Building, Bryan, Texas             | • City of Midland, Public Safety Training Center, Midland, Texas     |
| • City of Georgetown, Customer Service Center, Georgetown, Texas   | • Collin County, Medical Examiner, McKinney, Texas                   |
| • City of Taylor, New City Hall and Police Facility, Taylor, Texas | • City of Temple, City Hall, Temple, Texas                           |
| • City of Sherman, City Hall Renovation, Sherman, Texas            | • City of Round Rock, Griffith Building and Paseo, Round Rock, Texas |
| • City of Mansfield, City Hall, Mansfield, Texas                   | • City of Talty, City Hall, Talty, Texas                             |
| • City of Bee Caves, Library, Bee Caves, Texas                     | • City of Elgin, Police Department, Elgin, Texas                     |
| • San Antonio River Authority, Sheridan Campus, San Antonio, Texas | • City of Lubbock, Medical Examiner, Lubbock, Texas                  |
| • City of Pflugerville, Public Works, Pflugerville, Texas          | • City of Allen, Public Library, Allen, Texas                        |
| • City of Aledo, City Hall, Aledo, Texas                           | • City of Richardson, Library and City Hall, Richardson, Texas       |
|  | • City of Benbrook, City Hall and Police Department, Benbrook, Texas |

**DATA COM**  
**DESIGN GROUP**



Certified Woman-Owned Business

### OFFICES

Austin | 512-478-6001

Dallas | 214-221-5443

San Antonio | 210-698-6455

Houston | 713-589-9797

### DESIGN SERVICES

- Information Technology
- Wireless (LAN / WAN)
- AudioVisual
- Immersive Technology
- Control Systems
- Acoustics
- Electronic Security
- Cable Television
- Radio Frequency Identification
- Distributed Antenna Systems
- Nurse Call
- Site Connectivity (OSP)

### CONSULTING SERVICES

- Peer Review
- Vision and Master Planning
- Feasibility Studies
- Project Programming
- Budget Development
- Detailed Designs
- Technical Specifications
- A/E Coordination
- Value Engineering
- Bidding and Evaluation
- Contract Negotiations
- Procurement Assistance
- Implementation Management



Galveston | Dallas | Bryan | Texas Hill Country | Rio Grande Valley  
Corporate Headquarters, 1027 Tremont St, Galveston, TX, 77550  
409.740.0090 | z6consulting.com

Zero/Six Consulting, LLC was founded in 2003 in response to an industry wide need for higher performing and cohesive building envelope systems. We have become an industry leader in delivering innovative solutions for the creation and maintenance of better building envelopes for high profile commercial facilities, higher education, sports and recreation and medical buildings across the state of Texas. As building envelope specialists, we are dedicated to ensuring the integrity, quality and performance of the exterior envelope, facades, fenestration, and roofs of new and existing buildings. Our technical expertise in all facets of building envelope systems enables our clients to construct facilities with increased energy savings, reduced maintenance, and enhanced weather resistance creating a longer lasting investment throughout the building's life cycle.

Zero/Six has been certified by the ANSI-ASQ National Accreditation Board (ANAB/ILAC) as an accredited organization that meets the requirements of the International Standard ISO/IEC 17025 while demonstrating technical competence in the field of Testing.

#### Pre-Construction Services

- Commissioning Plan
- Envelope Design
- Preparation of Construction Documents
- Drawing Review/Design-Assist
- Building Information Modeling
- Construction Phase Services**
- Construction Management
- Project Management
- Mock-Ups
- Virtual 3D mock-ups utilizing BIM
- Laboratory installations for testing
- Site installations for aesthetic approvals and/or testing
- Recovery Details
- Quality Control Inspections with detailed Reporting and Deficiency Tracking
- Building Envelope Commissioning
- Performance Testing of Cladding Systems to ensure compliance with specified standards
- Texas Department of Insurance (TDI) inspections and certification.

#### Architecture/Engineering Services

- Forensic Architecture
- Design Assist

#### Energy Performance & Optimization

- Whole Building Energy Modeling
- Building Envelope Thermal & Moisture Analysis

#### Life Cycle Cost Analysis Testing Services

- Flood testing of waterproofing
- Wand/Nozzle testing
- Water infiltration testing by static air pressure difference
- Air leakage testing
- Roof uplift testing per ASTM and FM standards
- Adhesion of sealant joints
- Thermal imaging
- Air barrier testing
- Emergency event response (storm, fire)
- Re-creation and testing of failed assemblies
- Failure analysis—structural
- Failure analysis—water infiltration
- Roof drain testing
- Quality assurance
- Lath and stucco investigation
- Electronic Leak Detection (ELD)
- Whole building enclosure testing (blower door testing)

#### Recent Experience of the Zero/Six Team

- The University of Texas Medical Branch, 220,000 SF, hospital.
- M.D. Anderson Cancer Center, 160,000 SF, Proton Therapy hospital
- Texas A&M University, 87,000 SF, Business Education Complex
- The University of Texas Rio Grande Valley, 144,000 SF, Cancer and Surgery Center
- Lamar State College, 115,000 SF, Allied Health & Science facility
- University of Texas at Dallas, 360,000 SF, Student Success Center
- Cook Children's Medical Center, 318,000 SF, hospital
- Harris County Spring Fire Department, 18,500 SF
- City of College Station, 82,000 SF, New City Hall
- The University of Texas Southwestern, 565,000 SF Brain and Cancer Center.
- Galveston Independent School District, Stadium, High School, Middle Schools Bond Projects



Zero 6 is a current member of the  
Brazos County Administration  
Building Project A/E Team.

## FIRM PROFILE

Founded in 1947, Lerch Bates was the first vertical transportation consultant in the world. Through the growth of our 100% employee-owned firm, we have expanded our capabilities to become a leading national multidisciplinary consulting firm. Our staff of 400+ professionals are engaged in projects across the U.S. and internationally and have extensive expertise in a wide range of sectors, some of our most notable projects including airports and multi-use facilities. Additionally, we also have services for building enclosures, façade access and logistics (including people flow and waste management).

With knowledge, innovation, and experience, Lerch Bates' Vertical Transportation Consulting Division can help architects, designers, owners, etc. get what they are paying for and help achieve the vision of everyone involved in a new building. Our consultants bring a depth and breadth of understanding to make any new construction project planning go smoothly.

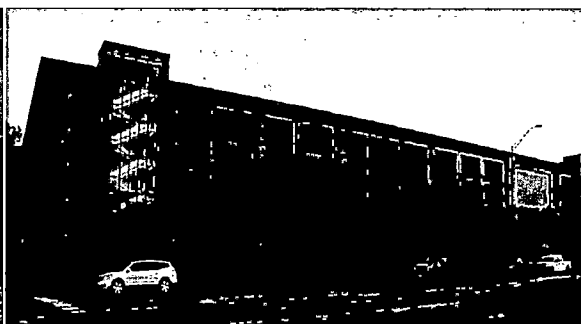
Our position as the largest consulting firm in the world for many of these specialties has uniquely qualified us for projects with our vast experience. Our firm has been responsible for the design of the vertical transportation systems in a vast number of healthcare and life sciences projects. This substantial project base has given us unparalleled knowledge and experience in designing innovative and cost-effective solutions that complement the architecture of the project while satisfying the expectations of guests, visitors, staff, and ownership.

We consult on planning and design, including CAD drawings; survey and evaluation of systems and equipment; contracting management, development of specifications, bidding assistance, and negotiation; project management and administration. Our multi-disciplined approach assures your project receives comprehensive analysis and precise recommendations – with a focus on the complete project – for a productive, aesthetic and cost-efficient result.

## REFERENCE PROJECTS



Brazos County Administration Building



Texas A&M Northside Parking Garage

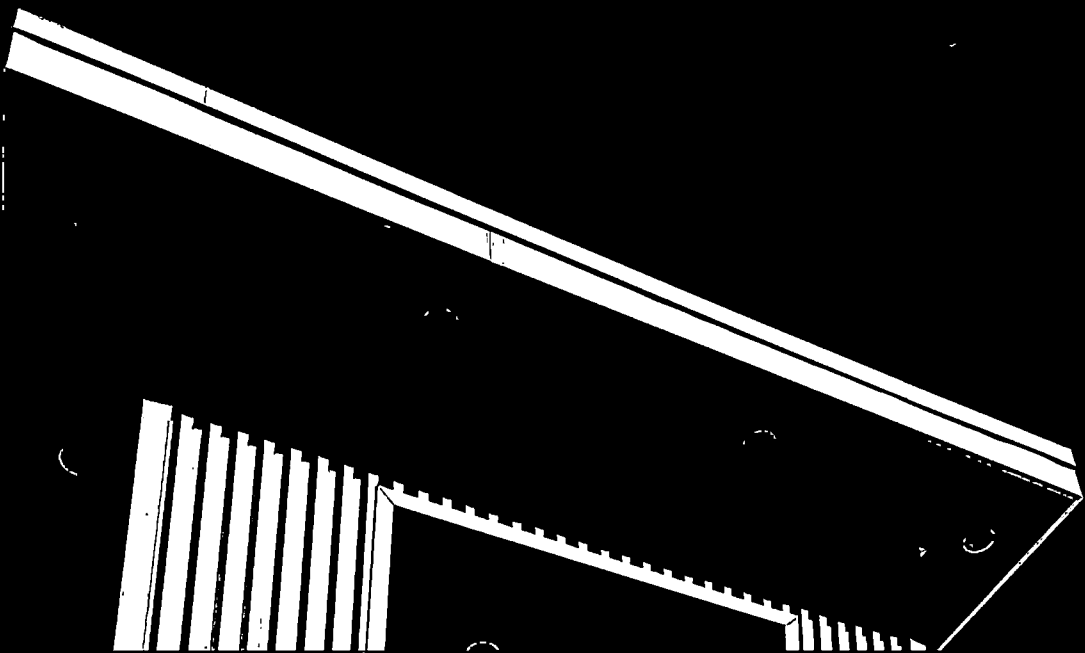


Harris County Peden Building



Whole Foods Headquarters

Lerch Bates is a current member of  
 the Brazos County Administration  
 Building Project A/E Team.



A.

# METHODOLOGY



## 6. Schedule/Budget Control



### 6. Schedule and Budget Control

- a. Describe, in detail, the project scheduling system or methodology you propose to use in this project.

PlanNorth will create a milestone schedule to ensure all deliverables and milestones are met on time. A meeting schedule will follow the milestone framework, and is likely to include weekly or biweekly meetings, especially during the concept/schematic phase. The milestone schedule will become a critical part of the project framework for any project, big or small. Throughout the construction document phase, meetings will line up with percentage milestones and checkset schedule, where drawings will be presented to the County for approval and review.

PlanNorth also makes a consistent habit of sharing and creating internal “deadlines” with the client team. For example, when we share a design packet for review, we will also let the client know the ideal date for a response. While these dates are never “hard deadlines”, as we understand that the client has many stakeholders and responsibilities, it keeps the overall expectations for moving forward top of mind and achievable. This avoids surprises or rushed situations at the end of a project, and helps to create a system of checks and balances.

Please see proposed schedule provided in Section 6b.

STARBUCKS



B.

MILESTONES



## 6. Schedule and Budget Control

b. Identify all key steps, phases, milestones, approvals, and project meetings you anticipate in a proposed schedule for the project.

Please see attached Proposed Project Schedule

101 North Texas Avenue, Brazos County			
Project Schedule Milestones			Date
Procurement			
1	Issue RFQ for Design Services	Nov. '24	Procurement 3 Months
2	Receive RFQ Responses	Dec. '24	
3	Brazos County Approval of A/E Firm Contract	Jan. '25	
Design Phase			
4	A/E Design kickoff Meetings with Brazos County, CMAR	Feb. '25	Design: 12 Months per Broadbus Report
5	Completion of Programming Phase, Submit for Review	April '25	
6	Completion of Schematic Design Phase, Submit for Review	June '25	
7	Administration Review and approval of Finishes Palette	Sept. '25	
8	Completion of Design Development Phase, Submit for Review	Aug. '25	
9	Completion of Construction Documents Phase, Submit for Review	Dec. '25	
10	Submittal to City of Bryan for Permitting Review	Dec. '25	
GMP by CMAR			
11	Programmatic Budget Review by CMAR	May '25	Concurrent with Design
12	Schematic Estimate by CMAR	Aug. '25	
13	50% Estimate by CMAR	Oct. '25	
14	Final GMP by CMAR	Jan. '26	
Construction Phase			
17	Notice to Proceed to CMAR	Feb. '26	Construction Duration per Broadbus Report: CMAR TO ADVISE
18	Substantial Completion of Project	Jun '27	
Owner Occupancy			
19	Owner FFE Move-In	Jul '27	Occupancy 3 Months
20	Construction Final Completion	Aug. '27	
21	Owner Occupancy	Sept. '27	

A collage of images including a construction site, a building, and a sign that says "Weikel's".

*Weikel's*

C.

PROJECT COSTS



## 6. Schedule and Budget Control

c. For the projects listed in response to the experience of firm's proposed personnel, provide a list of the project costs indicating the initial estimate, the original bid amount, the negotiated bid amount (if any), the final closeout cost, change orders, and the reason for the change orders.

In response to Brazos County's question 3a, regarding five related projects designed by our personnel, we have shown the following projects/info in the form of 11x17 project detail sheets (see Section 3a). The breakdown of project costs and change orders on those projects is as follows:

### **Brazos Transit District**

**Original Project Sum:** \$4,219,288, **Final Project Sum:** \$4,378,181

**Number of change orders:** 3

**Reason for the change orders:** *The added scope of work included the replacement of two existing parking lot entrances, additional furniture and equipment for areas not originally included in scope, addition of an outdoor patio and landscaped area, and replacement of existing generator components on campus.*

### **Citizens State Bank in Caldwell**

**Original Project Sum:** \$3,546,409, **Final Project Sum:** \$3,541,586

**Number of change orders:** 1

**Reason for the change order:** *Credit back unused contingency balances*

### **Germania Insurance**

**Original Project Sum:** \$11,542,964, **Final Project Sum:** \$11,434,911

**Number of change orders:** 7

**Reason for the change order:** *Contract Change orders were pre-planned to account for later phases of work and sales tax expenses. These were built into the project flow in order to allow the owner to maintain access to a majority of the facility during renovations. In addition, there was a change order to credit back unused contingency balances.*

### **Youth Development Center**

**Original Project Sum:** \$5,143,875, **Project Sum:** \$5,310,606

**Number of change orders:** 2

**Reason for the change orders:** *The first change order included the build out of an interior space originally designed as a bid alternate, and the second change order was to credit back unused contingency balances.*

### **Washington County Engineering and Development**

**Original Project Sum:** \$4,081,000, **Final Project Sum:** \$4,795,070

**Number of change orders:** 4

**Reason for the change orders:** *The County opted to add an extension of a public water main to the site, add a secondary access road on land acquired by the County post-bid, and to move the scope of a Fuel Distribution System and landscaping from owner- furnished to contractor-furnished. The final change order was to credit back unused contingency funds.*

### **Washington County Tractor Navasota**

**Original Project Sum:** \$2,953,401, **Project Sum:** \$3,017,469

**Number of change orders:** 1

**Reason for the change orders:** *Owner wished to add additional scope for new site features related to display and sales of equipment.*

### **Brazos County Administration Building**

**Architect's Statement of Probable Cost:** \$13,108,888

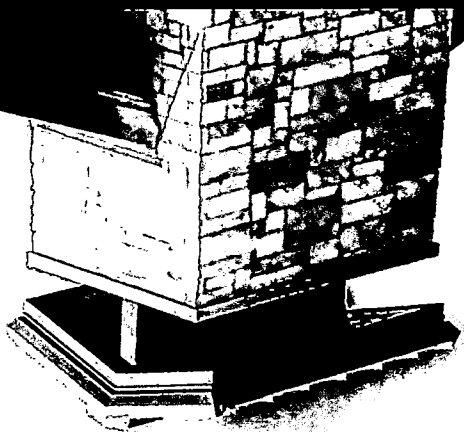
**Number of change orders:** Not applicable

*Project has completed the permitting process, Bidding will occur first quarter of 2025.*



CONSULTANT STRUCTURE

D.



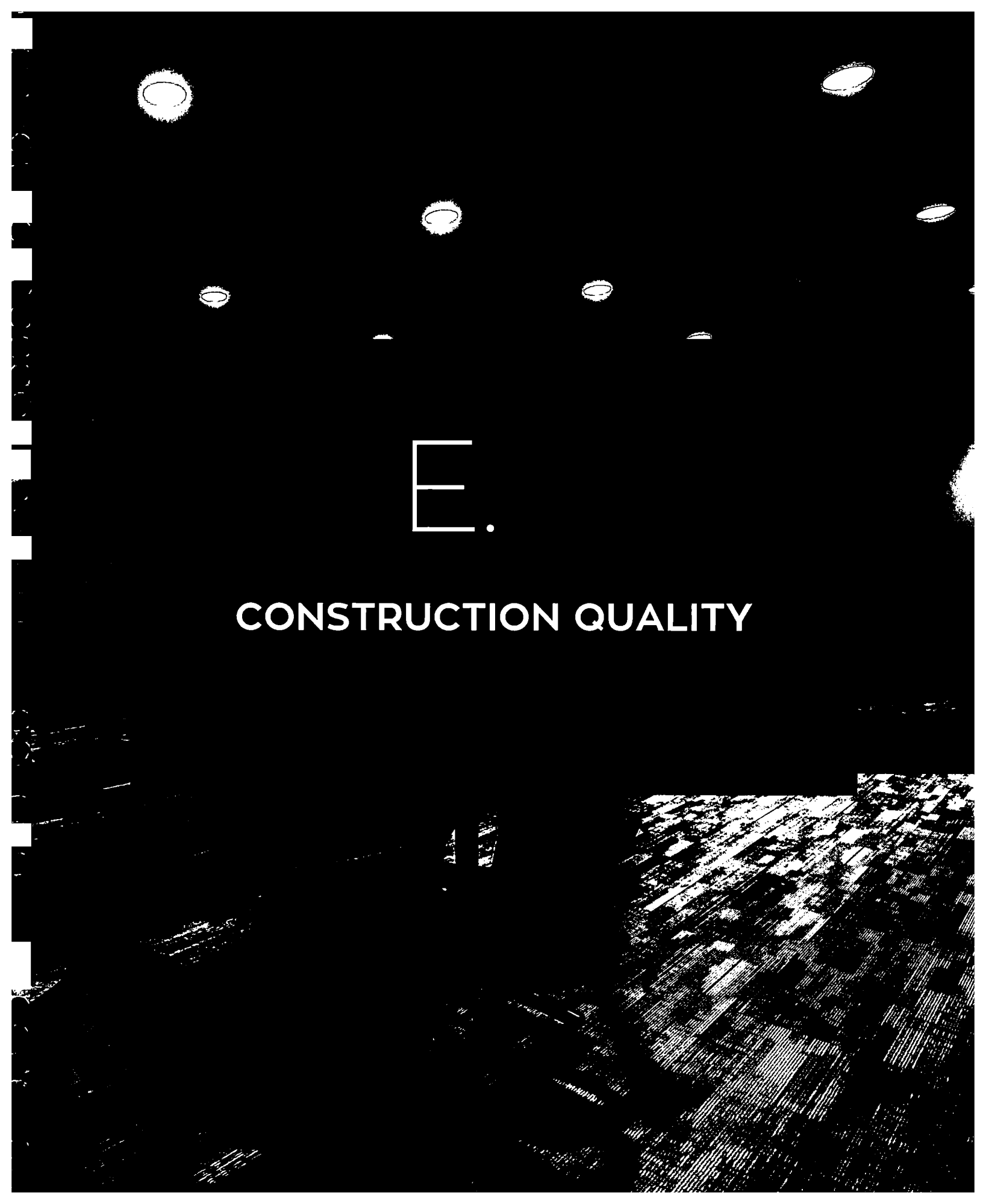
## 6. Schedule and Budget Control

d. Will the consultant fees be included in the basic architectural service provided by the firm? If not, how do you proposed to bill the County for those services? Which services will be self-performed and which ones will be sub-contracted?

PlanNorth will manage all architectural services in-house, enabling us to provide innovative designs and customized solutions directly to our clients. By overseeing the entire process internally, we ensure exceptional quality, streamlined communication, and a strong commitment to your vision throughout every step.

The consultant fees will be integrated into the Architect's overall base fee structure. This integration will encompass a wide range of specialized subcontracted consulting services, including but not limited to civil engineering, mechanical, electrical, and plumbing (MEP) engineering, structural engineering, landscaping services, information technology (IT), audio-visual (AV) systems, security consulting, building envelope design, and elevator system consulting.

To ensure a smooth procurement process, we will establish a predetermined reimbursable budget. This budget will provide flexibility for acquiring necessary services such as Texas Department of Licensing and Regulation (TDLR) compliance inspections (including ADA assessments), land surveying, geotechnical investigations, and other relevant assessments. This approach aims to address all essential elements while maintaining budgetary control and optimizing resources throughout the project lifecycle.



E.

CONSTRUCTION QUALITY



## 6. Schedule and Budget Control

e. Describe how you propose to control the quality of construction.

Proper project documentation during all phases is key to a successful project delivery. However, construction is when the project comes to life. Our Construction Administration staff will visit the job on a regularly scheduled basis. We will be onsite quickly should a question in the field demand it, and we pride ourselves on our ability to show up, assisted by a construction services professional charged with documenting and creating accurate and reliable field reports.

### MEETINGS

Construction meetings are typically biweekly until the project requires a weekly check-in, and/or substantial completion is approaching. Alternatively, a biweekly meeting and an optional weekly “check-in” or job walk has been a strategy that PlanNorth clients have opted for at times. It may be that PlanNorth does a weekly Observation Report and then meets with the full team every two weeks during certain phases. In any case, quick turnaround of Observation Reports is key to a steady flow of information between all participants.

### SITE VISITS

During site visits, we take photographs of work in progress and note progress since the previous observation. The information goes into an easy-to-read Construction Observation Report. These reports are then shared with the predetermined distribution list to keep all parties informed with current information. Reports are typically distributed within 48 hours of the observation. Field Observations are conducted throughout the construction process, starting at notice to proceed, through issuance of substantial completion and punch-list procedures. Please see examples of PlanNorth’s typical Construction Observation Reports attached. These will be uploaded to project software weekly or as directed by the County.

### COMMUNICATION

Our construction observation documentation can live on a variety of online project management software, including Basecamp, which is used typically by our team should the Owner not have a software already in use. The Basecamp platform will be the main source of information flow between PlanNorth and the Contractor. We will use Bluebeam for our own onsite documentation and post the reports to Basecamp.

## 6. Schedule and Budget Control

### SUBMITTALS

We will also use the online hosting platform for our submittal process, which Construction Managers really appreciate. This makes the process simple, transparent and available to all team members when a piece of information is posted. Our Project Manual outline the requirement for a submittal schedule (typically due 45 days after notice to proceed) so that we can properly coordinate finishes and selections of materials. We maintain a schedule of request/return dates to keep the progress on track with the critical path schedule. Our design team will review their respective scopes of work and return for final distribution to the project team. Completed submittals are logged for future use by the construction team. General submittal procedures are as follows:

- Submittal procedures will be described in the Project Manual.
- The Construction Manager will submit a submittal schedule reflective of the SOV (Schedule of Values).
- Submittals will be logged in with electronic software for tracking purposes. Digital format is mandatory.
- Duplicate physical samples are required for Owner and Architect review in some cases, specifically finishes and interior colors, etc.
- Upon being logged, the submittal will be forwarded to engineering sub-consultants for review for compliance with contract documents.
- Review comments will route back through the Architect prior to being returned to Construction Manager.
- Submittals with Owner review requirements will also be routed through the Architect.
- The Architect will return submittals to Construction Manager with comments.
- The Architect reserves the right to reject the submittal for any item not in compliance with project manual and not further review entirety of submittal.
- PlanNorth will request County approval on colors, materials and/or models both during design and within the submittal process.
- Normal turnaround time for submittals is 14 calendar days. **PlanNorth does expedite submittals as we determine appropriate and prudent upon contractor request.**

## 6. Schedule and Budget Control

### QUESTIONS AND CLARIFICATIONS

PlanNorth will supply a RFI (Request for Information) form for use by the Construction Team. General RFI procedures are as follows:

- RFI procedures will be described in the Project Manual.
- PlanNorth will request verbal notification prior to an RFI being issued by the Construction Manager, such that all matters may be fully discussed and possibly solved quickly. All issues solved verbally onsite will be documented in the project reports and posted to Basecamp.
- If warranted, PlanNorth will then request the Construction Manager issue (digitally) the RFI.
- PlanNorth will, if required, forward to engineering sub-consultants for a response. Otherwise, PlanNorth will respond directly to the Construction Manager.
- If the response will result in a cost change against or in favor of the construction contingency, PlanNorth will issue a formal Change Proposal Request (CPR) to the Construction Manager.
- Construction Manager will not execute the response until priced or understand that they are at risk.
- PlanNorth requires the Construction Manager maintain an RFI log, and PlanNorth will do the same.
- Normal response turnaround time is 14 calendar days. **PlanNorth does expedite RFIs as we determine appropriate and prudent upon contractor request.**

### CONTRACTOR PROCUREMENT

PlanNorth has deep experience in the CMAR (Contractor Procurement Method). Our principal architects can assist the County with the selection of a delivery method and evaluation of potential general contracting firms.

Upon the County's selection of a CMAR, we will assist in that team in preparing an RFQ and evaluation criteria and data for subcontractor bidding at the appropriate time. Upon request, PlanNorth will align/integrate our procurement specifications to accurately ensure best competition and comparison opportunities for the County. We will work with the County and CMAR in determination of the best-value proposal opportunities from all subcontractors.

## 6. Schedule and Budget Control

Please see the following pages for examples of PlanNorth's typical Construction Observation Reports.

**2016PN Upgrades to Leroy Dreyer Field**  
1007 Walter Schwartz Way, Brenham, TX 77833, USA



### **2022-04-05 Dug-out Concrete Pour Site Observation**

Created: 04-05-2022  
Creator: Sam Stevens (@SST)  
Status: Observed - In Progress  
Dates: 04-05-2022

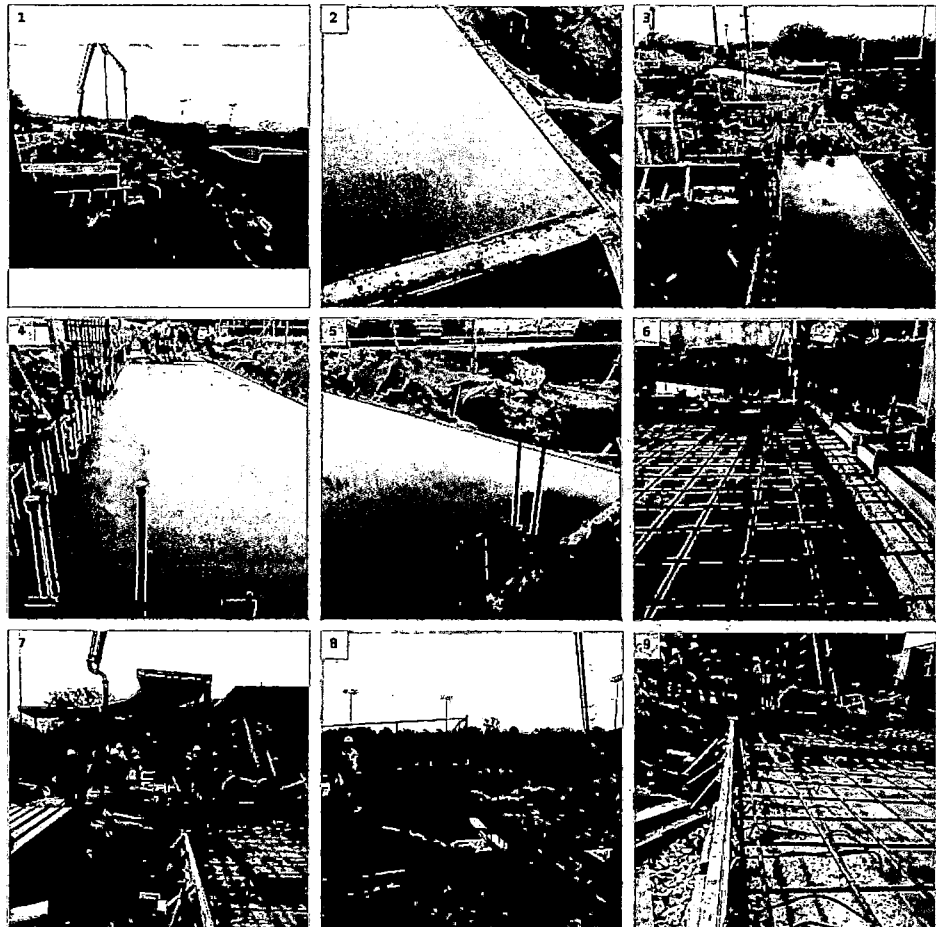
#### **Description**

On Site Observation 2022-04-05 - Dugout Concrete Pour

Dudley Representative On Site - John Schilling  
PlanNorth Observation by: Sam Stevens, Construction  
Services

#### **#18 - Concrete Pour 2022-04-05** Observed - In Progress | Sam Stevens | Site Observation

##### **Photos**





## 6. Schedule and Budget Control

Please see the following pages for examples of PlanNorth's typical Construction Observation Reports.

**2016PN Upgrades to Leroy Dreyer Field**  
1007 Walter Schwartz Way, Brenham, TX 77833, USA



### On Site Observation 2022-05-03

Created: 05-03-2022  
Creator: Sam Stevens (@SST)  
Status: Observed  
Dates: 05-03-2022

### Description

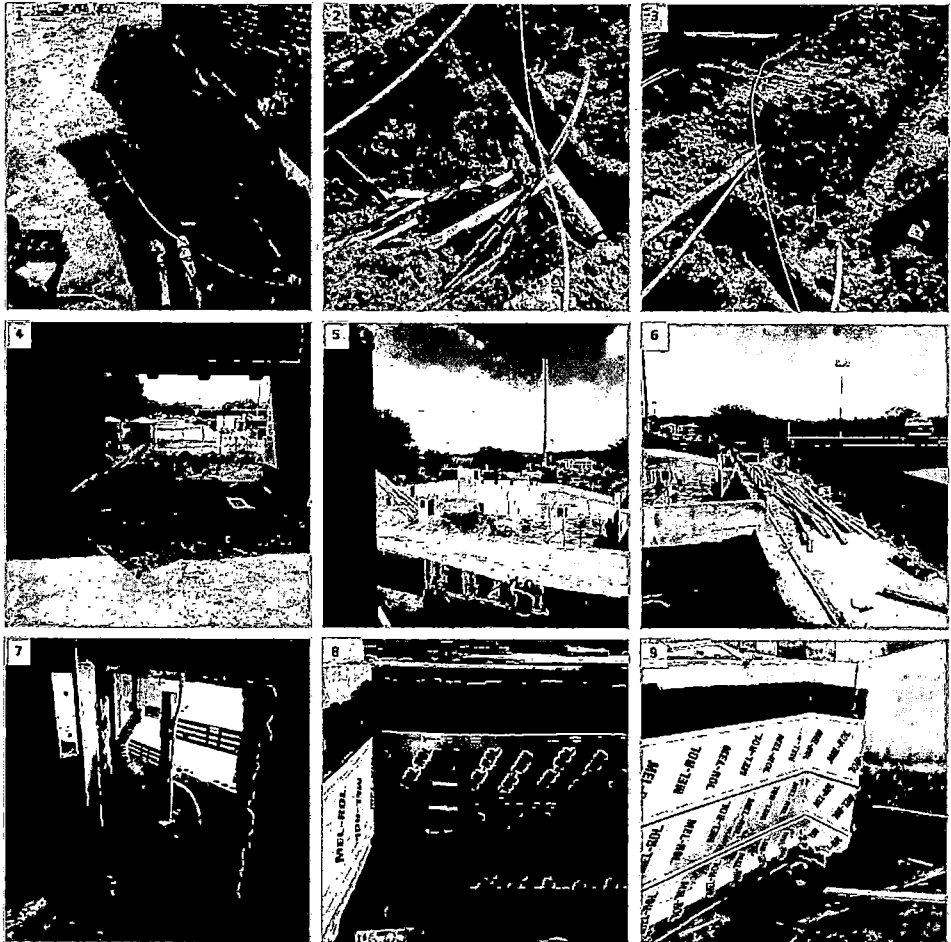
On Site Observation 2022-05-03

PlanNorth Observation by: Sam Stevens, Construction Services

### #22 - Site Observation 20220503

Observed | Sam Stevens | Site Observation

### Photos





F.

TIMEFRAME

## 6. Schedule and Budget Control

f. What is your anticipated timeframe for 100% documents, please provide full schedule to get to 100%.

Please see Section 6-b, for the complete Proposed Project Schedule.

Specifically, the anticipated 100% construction document completion based on our proposed schedule would be in December 2025, with bidding complete by February 2026.

Based on these projections, Brazos County could plan a move into the building for July of 2027, with a full County occupancy by September of 2027.

PlanNorth routinely works alongside our clients to make schedule adjustments, coordination, and fast-track measures to ensure best-case scenario all teams involved. We will collaborate with the Construction Manager at Risk on all aspects of the Design and Construction schedule.



## 7. Uniqueness



### 7. Uniqueness

a. In three hundred (300) words or less, explain why you believe your organization is uniquely qualified to provide design services for Brazos County. Include any other information, which you feel would be helpful in the selection of your firm in this project.

***PlanNorth's philosophy on team management is that some people, and some teams, are intrinsically motivated to bring their absolute best to the table, every time.*** We have proven time and again that high-performing individuals work best with other high-performing individuals, each contributing their areas of expertise to the team.

During design, this is critically important. Those expert skillsets on the design team will influence your site and building's efficiency and your ability to do the unique work your organization does at maximum efficiency. The building must also stand the test of time, have ease of maintenance, and achieve a look of overall polish. The team absolutely must work within a reasonable budget and stick to a predictable schedule, such that all Brazos County taxpayers, leadership and staff can have confidence and trust in the process from start to finish.

If we are selected, our team will no doubt present Brazos County with many ideas and solutions. However, we will only present ideas which we believe have potential for total success. The team we have created for Brazos County, which has worked together many times before, consists of the most talented and dedicated design professionals in the industry. More than that, they absolutely love working with other high-performing individuals. We believe that there is no greater value to a client than creating a team of talented people who actually take pride in their role on a WINNING TEAM!

Please see tab following this page for best practices and ideas we'd like to implement for this project, based on our recent experience working with Brazos County.

## 8. Contract



## 8. Contract

### P. Contract

If chosen as the architect for this project, you will be asked to complete and sign Exhibit B – Brazos County Professional Services Contract.

PlanNorth acknowledges that if chosen as the Architect for this project, we will be asked to complete and sign Exhibit B, Brazos County Professional Services Contract. PlanNorth and Brazos County are currently under contract for another project, and we are familiar and agreeable with the contracting policies/processes/preferences, and all conditions listed in Brazos County's RFQ herein.

- c. For the projects listed in response to the experience of firm's proposed personnel, provide a list of the project costs indicating the initial estimate, the original bid amount, the negotiated bid amount (if any), the final closeout cost, change orders, and the reason for the change orders.
- d. Will the consultant fees be included in the basic architectural service provided by the firm? If not, how do you proposed to bill the County for those services? Which services will be self-performed and which ones will be sub-contracted?
- e. Describe how you propose to control the quality of construction.
- f. What is your anticipated timeframe for 100% documents, please provide full schedule to get to 100%.

**7. Uniqueness (5 Points)**

- a. In three hundred (300) words or less, explain why you believe your organization is uniquely qualified to provide design services for Brazos County. Include any other information, which you feel would be helpful in the selection of your firm in this project.

**P. CONTRACT**

If chosen as the architect for this project, you will be asked to compete and sign Exhibit B – Brazos County Professional Services Contract.

**Q. REFERENCES**

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

Company/Entity: Citizens State Bank

Contact: Mr. Ben Flencher, Chairman of the Board\*

Phone: 979-596-1421

Email: bflencher@csbtbank.com

Company/Entity: Germania Insurance

Contact: Mrs. Rose Stein, Sr. Executive Assistant to CEO\*

Phone: 979-277-7029

Email: rstein@germaniainsurance.com

\* Indicates reference previously provided to Brazos County by PlanNorth

Company/Entity: Brazos Transit District

Contact: Mrs. Wendy Weedon, Deputy CEO\*

Phone: 979-450-2660

Email: wendy@btd.org

Company/Entity: Washington County

Contact: Mrs. Joy Fuchs, Former Commissioner for Washington County

Phone: 979-421-0504

Email: joyfuchs@earthlink.net

Company/Entity: Waller Independent School District

Contact: Paul Aschenbeck, Director of Maintenance

Phone: 979-277-3704

Email: paschenbeck@wallerisd.net

\* Indicates reference previously provided to Brazos County by  
PlanNorth



**REQUEST FOR QUALIFICATIONS**  
**RFQ NO. CIP 25-560**  
**ARCHITECT FOR 101 NORTH TEXAS AVENUE**

**SEALED STATEMENTS OF QUALIFICATION TO BE  
SUBMITTED BEFORE:**

**Tuesday, December 10, 2024, 2:00pm CST**

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

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

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

Company Name: PlanNorth Architectural Co.

By (Print): Katie Burch  Title: Manager

Physical Address: 107 S. Baylor, Brenham, Texas 77833

Mailing Address: P.O. Box 2468, Brenham, Texas 77834

Telephone: 979.251.4145 Fax: N/A E-Mail: Katie@Plannorth.com



**R. 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: PlanNorth Architectural Co.

Address: 107 S. Baylor, Brenham, Texas 77833

Proposer's Name: Katie Burch

Position/Title: Manager

Proposer's Signature: *Katie Burch*

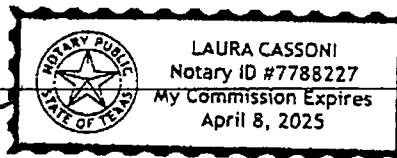
Date: December 9, 2024

Subscribed and sworn to me on this 9th day of Dec. in the year 2024

Laura Cassoni

Notary Public

*Laura Cassoni*



My Commission expires April 8, 2025

**S. ADDENDA**

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. N/A

No. N/A

No. N/A

Date N/A

Date N/A

Date N/A

**T. CERTIFICATION OF PROPOSAL**

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

Signed By: Katie Burch [Signature] Title: Manager

Typed Name: Katie Burch

Company Name: PlanNorth Architectural Co.

Mailing Address: P. O. Box 2468, Brenham, Texas 77834  
P.O. Box or Street City State Zip

Employer Identification Number: 082236727

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFQ NO. CIP 25-560

**By signing below, Brazos County agrees that this RFQ CIP 25-560 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.**

By: Brazos County Commissioner's Court \_\_\_\_\_

Date: \_\_\_\_\_

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

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

- ☒ References (Section Q) KMB
- ☒ All Addendums (if applicable) KMB
- ☒ Certification of Proposal (Section T) KMB



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2024

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

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

**PRODUCER**  
Van Dyke Rankin & Company, Inc.  
211 S Austin St  
Brenham TX 77833

**CONTACT NAME:** Amber Lamson**PHONE**  
(A/C, No, Ext): 979-836-5636**FAX**  
(A/C, No): 979-836-5059**E-MAIL ADDRESS:** amber@vandykerankin.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Travelers Indemnity Co. of CT

25682

**INSURER B:** Underwriters At Lloyds London

15642

**INSURER C:** Travelers Prop Cas Co. of America

25674

**INSURER D:****INSURER E:****INSURER F:**

**INSURED**  
PlanNorth, LLC dba PlanNorth Architectural Co.  
PO BOX 2468  
Brenham TX 77834

PLANNOR-01

**COVERAGES****CERTIFICATE NUMBER:** 925079843**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-005K593548 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Professional Liability Retro Date:1-13-2018	Y	Y	ANE1957023,24	1/13/2024	1/13/2025	Each Claim Deductible \$1,000,000 \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: RFQ No. CIP 25-560 for Architect Services

**CERTIFICATE HOLDER**

Brazos County Purchasing Department  
200 S. Texas Ave., Suite 352  
Bryan TX 77803

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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# FEATURE PROJECT

## Brazos County Administration Building

PlanNorth recently led a twenty-four member Architectural/Engineering Team to complete drawings and specifications for the extensive renovations to Brazos County's Administration Building located at 200 South Texas Avenue. The total square footage of this project is just over 95,000 square feet.

The complexity of the renovations to this building, coupled with the knowledge of the many solutions to these challenges has created an elite-level team dynamic. Within these individual teams are the top-level decision makers, principals and leaders in the industry from each firm. We believe in the value of top creative talent plus a steady process: presence, innovation and meeting deadlines consistently are the backbone of a truly successful project. With permitted drawings in-hand, PlanNorth will continue to lead this team through construction.

*Our teams are so grateful for this journey, and for the opportunity to be part of this transformation in Brazos County. We hope you enjoy a "look under the hood" at some of the process, along with our team's best takeaways for the next project across Texas Avenue.*

### INITIAL DESIGN PHASE

In 2023, PlanNorth was hired to complete a feasibility study including programming and space planning of the North Wing and Sanctuary Area in the Brazos County Administration Building. The project moved at a steady pace, investigating each and every suggestion and ultimately landing on a full building renovation for what will surely become a landmark along Texas Avenue. Economical choices in materials, a commitment to a flexible work environment to accommodate future County growth, and life cycle costs guided the decisions along the way.

### AMENDMENT 1

The first phase of design for Brazos County Administration included the relocation and renovations to the Records Management and Risk Management departments. The team planned for limited exterior door and window replacement. The A/E Team designed a partial chiller pipe replacement, a new Records Manager office, the renovation of the Risk Management Work Area, an additional corridor hallway, window and door replacement in the "sanctuary", window replacements at the North Wing, and a new elevator to serve the former sanctuary space.

RENDERINGS OF A RENOVATED  
BRAZOS COUNTY  
ADMINISTRATION BUILDING



**PLANNORTH**  
ARCHITECTURAL CO.



## **Proposal**

Project: Brazos County 101 North Texas Avenue

PlanNorth Architectural Co. is pleased to present this proposal to Brazos County for Architectural and Engineering services pertaining to the project. Following our review and discussions, we would like to offer the following information for your evaluation.

### **Project Description**

A new building on the site is necessary to provide additional space for the county departments within the current courthouse, administration building, and expansion capability in the future. The new space will provide for expansion of four (4) departments including the Constable Precinct #4, Justice of the Peace Precinct #4 courtroom and offices, the Community Supervision and Corrections Offices, and the Public Defender's Offices. This building will also include, but is not limited to, a secured entrance, a parking structure, and an elevated pedestrian access to the Courthouse.

### **Scope of Services**

The Architect will provide a range of services, including:

- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil/Traffic Engineering
- Signage Review
- Building Envelope Review
- IT/AV/Security Engineering
- Acoustics Review
- Landscape and Irrigation
- Elevator Consulting
- Franchise Utility Coordination
- Building and MEP Comcheck
- Clash Detection
- 3D Renderings
- Budgeting/Review Cost Estimate (Programming, SD, DD, CD)

The design process will consist of several phases: Programming Validation (**Consultants Engaged**), Schematic Design, Design Development, Construction Documents, Bidding/Negotiation/Permitting, and Construction Administration. A Project Manual will accompany the Construction Documents to define the required materials and quality for the project.

**Fee Proposal**

Compensation for the Services and Products above will be based on the CMAR's Preliminary Estimates until a Guaranteed Maximum Price or Cost of the Work is provided by the CMAR, including all alternates which are designed. Final compensation for the Architect's services will be adjusted to reflect the Cost of the Work. The Architect's fee as defined in this document will be 9% of the Cost of the Work.

**Design Phase(s) Billing Schedule**

Programming Validation	5%
Schematic Design	20%
Design Development	30%
Construction Documents	20%
Permitting	2.5%
Bidding/Negotiation	2.5%
Construction Administration	20%
	<hr/>
	100%

Additional Consulting Services would consist of:  
TDLR (not-to-exceed) \$5,000

We anticipate being reimbursed for any expenses we incur related to this project. These expenses may include, but are not limited to, costs for printing documents, plotting designs, various fees, and any special handling or delivery charges required to ensure the successful execution of the project. All reimbursable expenses will be billed based on our actual costs, and we estimate that these expenses will not exceed \$15,000.00 in total for the successful completion of the project.

Invoices will be billed monthly based on the percentage of project completion. Payments are due within thirty (30) days of receipt of the invoice.

**Exclusions**

Geotechnical Investigations  
Surveying  
Construction Material Testing  
Building Envelope Commissioning & Testing  
MEP Commissioning, Balancing, and Testing  
Permitting Fees

**Design Schedule**

The proposed design schedule is provided as Exhibit A-1 in this proposal. The owner must approve and sign off before advancing to the next phase of the design process. The Architect and Engineering team will collaborate with the Construction Manager at Risk (CMAR) to ensure that deliverables are completed within a mutually agreed-upon timeframe. We will collaborate with the Authority Having Jurisdiction (AHJ) to ensure an efficient permitting process associated with this project.

**Terms and Conditions**

Architectural and Engineering Services will be provided in accordance with the Brazos County Professional Services Contract specifically Agreement between County and Architect.


Please indicate acceptance of these general terms by signing below. We look forward to beginning work on your project immediately.

Signature: \_\_\_\_\_ Representative, Brazos County

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

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

Date: \_\_\_\_\_

Signature:  \_\_\_\_\_ Managing Principal, PlanNorth Architectural Co.

Printed Name: Ken Burch

Printed Title: Managing Principal

Date: March 6, 2025

## Exhibit A-1

101 North Texas Avenue, Brazos County			
	Project Schedule Milestones	Date	
Procurement			
1	Issue RFQ for Design Services	Nov. '24	Procurement 3 Months
2	Receive RFQ Responses	Dec. '24	
3	Brazos County Approval of A/E Firm Contract	Jan. '25	
Design Phase			
4	A/E Design kickoff Meetings with Brazos County, CMAR	Mar. '25	Design: 12 Months
5	Completion of Programming Phase, Submit for Review	May '25	
6	Completion of Schematic Design Phase, Submit for Review	July '25	
7	Administration Review and approval of Finishes Palette	Oct. '25	
8	Completion of Design Development Phase + 100% CD Site Work, Submit for Review	Oct. '25	
9	Submittal of Package #1 to City of Bryan for Permitting Review	Nov. '25	
10	Completion of Construction Documents Phase, Submit for Review	Jan. '26	
11	Submittal of Package #2 to City of Bryan for Permitting Review	Feb. '26	
GMP by CMAR			
12	Programmatic Budget Review by CMAR	June '25	Concurrent with Design
13	Schematic Budget by CMAR	Aug. '25	
14	100% DD Budget & Package #1 GMP by CMAR	Oct. '25	
15	Package #2 GMP by CMAR	Dec. '25	
Construction Phase			
16	Notice to Proceed to CMAR	Jan. '26	Construction Duration
17	Substantial Completion of Project	May '27	
Owner Occupancy			
18	Owner FFE Move-In	June '27	Occupancy 3 Months
19	Construction Final Completion	July '27	
20	Owner Occupancy	Aug. '27	



**RFQ # CIP 25-560 Architect for 101 North Texas Avenue**

	Max Points Available	Parkhill	PlanNorth Architectural Co.*	The Arkitex Studio, Inc.*	PGAL, Inc.	Brown Reynolds Watford Architects, Inc. (BRW)	Brinkley Sargent Wiginton Architects (BSW)	Powers Brwon Architecture N.A., LLC	Marmon Mok, LP*
1 Organization	5	4	4	4	4	4	4	3	4
2 Experience of Firm's Proposed Personnel	30	25	25	25	22	19	23	19	25
3 Process of Planning and Project Management	20	17	18	16	15	16	17	15	17
4 Firm's Proposed Subcontractors	20	17	18	18	17	16	17	16	16
5 Schedule and Budget Control	20	15	17	16	15	15	17	15	17
6 Uniqueness	5	4	5	4	4	4	4	3	4
Technical Proposal Total	100	81	88	84	78	75	82	72	83

\* Interview

Committee Recommended Award: PlanNorth Architectural Co.

Approved by Commissioner's Court on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by

\_\_\_\_\_ holding the position of \_\_\_\_\_

**AGREEMENT  
FOR 101 NORTH TEXAS AVENUE**

**RFP # CIP 25-563**

**BRAZOS COUNTY, TEXAS**

## TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Construction Manager
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 MANAGER AT RISK OF 101 NORTH TEXAS AVENUE**

This Agreement for the Construction Manager at Risk for the 101 NORTH TEXAS AVENUE Brazos County, Texas, is entered into this \_\_\_\_ day of February 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **SPAWGLASS CONSTRUCTION CORP.** (hereinafter referred to as "Construction Manager"). The 101 NORTH TEXAS AVENUE is hereinafter referred to as the "Project." The Design Professional for the Project is the firm of **PLANNORTH ARCHITECTURAL CO.** and is hereinafter referred to as "Design Professional."

## **ARTICLE 1** **GENERAL PROVISIONS**

### **1.1. BASIC DEFINITIONS**

**1.1.1 THE COMPLETE CONTRACT DOCUMENTS:** The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Construction Manager (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-563** 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.

**1.1.1.1** 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 Design Professional. 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-section 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

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

**1.1.3 THE WORK: Work:** The construction, administration, and management services necessary or incidental to fulfill the Construction Manager's obligations for the Project in

accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

**1.1.4 THE PROJECT:** Preconstruction and construction management services for a new facility located at 101 North Texas Avenue in Bryan, Texas (the former Bryan Independent School District Administration Building), across the street from the existing Brazos County courthouse. The new facilities are to be constructed there for multiple offices, a parking structure, and an elevated pedestrian access to the courthouse.

**1.1.4.1 SUMMARY OF THE WORK:** Construction Manager to provide preconstruction services during the design phase of a new office building located at 101 North Texas Avenue, Bryan, Texas. The new facility will accommodate the needs of four (4) departments including the Constable Precinct #4, Justice of the Peace Precinct #4 courtroom and offices, the Community Supervision and Corrections Offices, and the Public Defender's Offices.

Envisioned as a multiple story building to house approximately 140 employees with a parking structure on site along with a pedestrian bridge for easy access to the Brazos County Courthouse.

This project is laterally bidding out with the Architect for this project to have the whole team come on board from the beginning. Commissioning services will be performed by the county's contracted vendor throughout the project. Along with the Architect, the County will also provide the project management software, Procore, for all design and construction team members to use as a requirement.

**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:**

**1.1.8.1 Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.

**1.1.8.2 Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Construction Manager for the performance of the Work.

**1.1.8.3 And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.

**1.1.8.4 Construction Manager:** The Construction Manager 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 "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

**1.1.8.5 Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

**1.1.8.6 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.

**1.1.8.7 Date of Final Completion:** The date when Design Professional and Owner find all the work of the Contract documents acceptable and the Contract fully performed.

**1.1.8.8 Day:** A calendar day beginning and ending at 12:00 midnight.

**1.1.8.9 Design Professional:** The licensed architect or engineer, and their consultants, retained by the Owner to perform design services for the Project.

**1.1.8.10 Equal; approved equal; Design Professional 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 Design Professional, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Design Professional and Owner.

**1.1.8.11 Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Design Professional 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.

**1.1.8.12 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.

**1.1.8.13 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Design Professional shall mean; Type of evaluation that a reasonably prudent Design Professional, 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.

**1.1.8.14 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.

**1.1.8.15 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.

**1.1.8.16 Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.

**1.1.8.17 Not-In-Contract (N.I.C.):** Work not included in this Contract.

**1.1.8.18 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.

**1.1.8.19 Owner:** Brazos County as identified in 1.1.1.

**1.1.8.20 Overhead:** Includes (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

**1.1.8.21 Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.

**1.1.8.22 Program:** An initial description of the Owner's objectives, including budgetary, time, and special requirements as well as relationships, flexibility and allowance for future expansions of the facility, special equipment and systems, site requirements and potential phased occupancy.

**1.1.8.23 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."

**1.1.8.24 Project:** As identified in 1.1.4, is the facility, building or other improvements for which the Construction Manager is to perform Work under this Agreement. This may include construction by others.

**1.1.8.25 Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

**1.1.8.26 Schedule of Work:** The document prepared by the Construction Manager that specifies the dates that construction activities will begin and complete various portions of the Work, including dates on which information and approvals are required from the Owner.

**1.1.8.27 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."

**1.1.8.28 Subcontractor:** A contractor that carries out work for the Construction Manager

**1.1.8.29 Superintendent:** Construction Manager's representative who manages the project on a daily basis

**1.1.8.30 The Construction Manager 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.

**1.1.8.31 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 Construction Manager and/or subcontractors.

**1.1.8.32** 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.

**1.1.8.33** Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.

## **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 Construction Manager. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Construction Manager 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 Construction Manager 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."

**1.2.5.1** Modifications, Change Orders or a Change Proposal Request

**1.2.5.2** This Agreement, including the General Conditions stated herein

**1.2.5.3** Addenda

**1.2.5.4** Supplementary Conditions

**1.2.5.5** 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 Design Professional.

**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 Sections, Subsections and Clauses in the document, or (3) the titles of other documents published by the American Institute of Architects.

### **1.4 INTERPRETATION**

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

## **1.5 EXECUTION OF CONTRACT DOCUMENTS**

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

**1.5.2** Execution of the Contract by the Construction Manager is a representation that the Construction Manager 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. Construction Manager shall verify the location of all easements before beginning the project.

## **1.6 OWNERSHIP AND USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:**

**1.6.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Professional and/or Design Professional's consultants are Instruments of the Design Professional's service through which the Work to be executed by the Construction Manager is described. The Construction Manager may retain one contract record set. Neither the Construction Manager, 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 Design Professional or the Design Professional's consultants, and unless otherwise indicated the Design Professional or the Design Professional'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-Design Professional Agreement. The Drawings, Specifications and other documents prepared by the Design Professional, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager 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, Design Professional, and/or Design Professional's consultants. The Construction Manager, 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 Design Professional and/or Design Professional'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 Design Professional and/or the Design Professional'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 Design Professional's copyright or other reserved rights.

## **1.6.2 CONSTRUCTION MANAGER'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM**

**1.6.2.1** Design Professional may furnish or sell at an agreed upon cost, to Construction Manager, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subsection 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, Design Professional or Design Professional's Consultants will furnish electronic data in software format in use by Design Professional at the time Design Professional's services are performed. Construction Manager, 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 Construction Manager, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Design Professional, Design Professional's consultants or Owner, and to fullest extent permitted by law, the Construction Manager, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Design Professional, Design Professional'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 Construction Manager, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Design Professional or Design Professional's consultants from the system and format used by the Design Professional or Design Professional's consultants to an alternative or upgraded system or format, whether performed by Design Professional, Design Professional'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 Construction Manager, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Design Professional and/or Design Professional's consultants furnish electronic data, the Construction Manager, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Design Professional, Design Professional'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 Design Professional or Design Professional's consultants.

**1.6.2.4** If documents, including those in electronic form, are modified, revised or changed in any way by the Construction Manager, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Design Professional and Design Professional'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, Construction Manager, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Design Professional, Design Professional'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 **the Brazos County's**

**Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

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

## **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Construction Manager 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 Section 3.9, which are the responsibility of the Construction Manager under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, ensuring that these actions do not cause any delays to the project schedule. This shall include gaining any necessary agreements with other local or state agencies required for the coordination of the project.

**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 Construction Manager's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Construction Manager of a written request for such information or services.

**2.2.4** Construction Manager will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Construction Manager may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Section 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 Owners Right to Stop the Work.** If the Construction Manager fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 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 Construction Manager 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 Construction Manager or any other person or entity, except to the extent required by Subsection 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 Construction Manager defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Construction Manager the cost of correcting such deficiencies, including compensation for the Design Professional's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Construction Manager shall be done after consultation with the Design Professional. If payments then or thereafter due the Construction Manager are not sufficient to cover such amounts, the Construction Manager 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 Construction Manager or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner- Construction Manager Agreement, as a direct result of the Design Professional's negligent issuance of Certificate(s) for Payment. Construction Manager 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 Construction Manager or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Construction Manager's and Surety's responsibility as provided for in Performance Bond and guarantee of Construction Manager.

**2.4.3** The Owner reserves the right to:

**2.4.3.1** observe the work, at any time, whenever it is in preparation or progress;

**2.4.3.2** make emergency repairs to the work during the guarantee period, to prevent further damages and the Construction Manager shall pay for such repairs when necessitated by defects in the Construction Manager 's work;

**2.4.3.3** make changes to the work.

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

**2.4.4.1** Partial Substantial Completion;

**2.4.4.2** Substantial Completion when it occurs prior to the expiration of the Construction Time.

## **ARTICLE 3**

### **CONSTRUCTION MANAGER**

#### **3.1 GENERAL**

**3.1.1** As defined, the Construction Manager 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 "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

**3.1.2** The Construction Manager shall perform the Work in accordance with the Contract Documents.

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

**3.1.4** Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this agreement.

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

**3.2.1** The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. Since the Contract Documents are complementary, before starting each portion of the Work, the Construction Manager 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 Subsection 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 Construction Manager 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 Construction Manager shall be reported promptly to the Design Professional as a properly prepared, timely Request For Information (RFI) in such form as the Design Professional may require.

**3.2.2** Any design errors or omissions noted by the Construction Manager during this review shall be reported promptly to the Design Professional, but it is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a Construction Manager and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Construction Manager 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 Construction Manager shall promptly report to Design Professional any nonconformity discovered by or made known to the Construction Manager as a Request For Information



(RFI) in such form as the Design Professional may require.

**3.2.3** If the Construction Manager believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Design Professional in response to the Construction Manager's notices or requests for information pursuant to Subsections 3.2.1 and 3.2.2, the Construction Manager shall make Claims as provided in Subsections 4.3.6 and 4.3.7. If the Construction Manager fails to perform the obligations of Subsections 3.2.1 and 3.2.2, the Construction Manager shall pay such costs and damages to the Owner as would have been avoided if the Construction Manager had performed such obligations. The Construction Manager shall not be liable to the Owner or Design Professional 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 Construction Manager recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Design Professional.

**3.2.4** The Construction Manager shall verify the location of all easements before beginning the Project.

**3.2.5** The Construction Manager shall perform the Work in accordance with the Contract Documents and approved submittals.

### **3.3 Estimates**

**3.3.1** When the Owner has sufficiently identified the Program and other Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of Design Professional and approval of the Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

**3.3.2** Upon completion by the Design Professional and approval by the Owner of schematic or preliminary design documents, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

**3.3.3** Upon completion by the Design Professional and approval by the Owner of design development documents or documents of comparable detail, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed budget with supporting data. During the preparation of the drawings and specifications, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

**3.3.4** If any estimate submitted to the Owner exceeds the previously approved estimates, the Construction Manager shall notify and make recommendations to the Owner.

### **3.4 PRECONSTRUCTION SERVICES**

**3.4.1** The Contract Sum is for the Preconstruction Services is **SEVENTY FIVE THOSAND DOLLARS AND ZERO CENTS (\$75,000.00)** and, subject to authorized

adjustments as provided in this Agreement, is the total amount payable by the Owner to the Construction Manager for performance of the Work.

**3.4.2** Construction Manager shall perform an assessment of the Owner's Program and submit a detailed report of the findings to both the Owner and the Design Team.

**3.4.3** Construction Manager shall participate in regular meetings with the Owner and the Design Team. Construction Manager shall consult with the Owner and Design Team regarding site use and improvements and the selection of materials, buildings systems, and equipment. Construction Manager shall provide recommendations on construction feasibility, strategies to mitigate the impact of material shortages, timelines for procurement, installation, and project completion, as well as considerations related to construction costs, including estimates for alternative designs or materials.

**3.4.4** Once project requirements have been clearly defined, the Construction Manager shall prepare a preliminary Schedule of Work for review by the Design Team and approval by the Owner. The Construction Manager will coordinate and integrate the Schedule of Work with the services and activities of the Owner, Construction Manager, and Design Team. As the design progresses, the Construction Manager shall update the Schedule of Work to reflect proposed activity sequences, durations, and milestone dates, including the receipt and approval of essential information, issuance of drawings and specifications, preparation and processing of shop drawings and samples, delivery of long-lead-time materials or equipment, Owner occupancy requirements, and the estimated date of Substantial Completion.

If updates to the Schedule of Work indicate that previously established milestone dates will not be met, the Construction Manager shall promptly notify the Owner and provide recommendations. In cases where the Project is to be completed in phases, the Construction Manager will advise the Owner and Design Team on the phased issuance of drawings and specifications.

**3.4.5** Construction Manager should develop estimates of the project when requested by the owner during schematic or preliminary design documents have been completed by the Design Team and approved by the Owner. Construction Manager shall provide a detailed budget and present it to the Owner and Design Team. If this estimate exceeds the preapproved budget for the project, the Construction Manager shall notify and make recommendations to the Owner.

**3.4.6** Construction Manager shall review all drawings and specifications to identify any potential constructability problems that could impact the Construction Manager's ability to perform the project in an expeditious and economical manner. Construction Manager shall issue a report to the Design Team and Owner of their findings in their review and the action that they believe is appropriate. Construction Manager shall include in this report any errors or omissions which was discovered in their review.

### **3.5 GUARANTEED MAXIMUM PRICE (GMP)**

**3.5.1** Once the Parties determine that the drawings and specifications are complete, the Construction Manager shall prepare and submit a written GMP proposal to the Owner. This GMP proposal shall include, but not limited to, the total estimated cost of the work, the Construction Manager's fee, relevant clarifications and assumptions, allowances, reasonable contingencies, a schedule of work, any alternate pricing, and



any work that will be self-performed by the Construction Manager. It will not encompass compensation for Preconstruction Services. The Construction Manager does not guarantee the accuracy of any specific line item include in the GMP but agrees to cover all costs associated with completing the work that exceeds the GMP, as adjusted per the terms of this contract. The GMP proposal shall also include a written statement of its basis, including:

**3.5.1.1** list of drawings and specifications including all addenda;

**3.5.1.2** list of allowances and their basis;

**3.5.1.3** list of assumptions and clarifications made by the Construction Manager;

**3.5.1.4** the Date of Substantial Completion and Date of Final Completion upon which the GMP is based, and the Schedule of Work upon which these dates are based;

**3.5.1.5** schedule of alternate prices

**3.5.1.6** schedule of unit prices

**3.5.1.7** statement of any work to be self-performed by Construction Manager

**3.5.2** The Owner shall compensate the Construction Manager for Work performed on the following basis:

**3.5.2.1** the Cost of Work as outlined in 3.6; and

**3.5.2.2** Construction Manager's Fee paid in proportion to the Work performed subject to adjustments as provided in 3.5.5.

**3.5.3** The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under Article 7.

**3.5.4** Construction Manager's Fee shall be as follows, subject to adjustment as provided in 3.5.5: \$1,248,500.00

### **3.5.5 Fee Adjustments**

**3.5.5.1** Changes in the Work as provided in Article 7, shall adjust Construction Manager's fee as follows: For change order work that can be completed during the original project schedule a 3% fee will be applied. For change order work that extends the project schedule, the fee will be the greater of 3% or the value of the original Construction Manager's Fee over the RFP contract time on a dollars per week basis. Changes in work involving both increases and decreases in the amount of the Contract Sum, Fee will be allowed on the net increase. Full credit, but without Fee, shall be given for deductions.

**3.5.5.2** except as provided for in Article 4, delays in the Work not caused by Construction Manager shall adjust Construction Manager's fee to compensate for increased expenses as provided for in Article 7; and

**3.5.5.3** managing the replacement of an insured or uninsured loss shall increase

Construction Manager's fee in the same proportion that Construction Manager's fee bears to the estimated Cost of the Work for the replacement.

### **3.5.6 Preconstruction Services Compensation**

**3.5.6.1** Construction Manager shall be compensated for lump sum Preconstruction Services as follows: \$75,000.00. Compensation for Preconstruction Services shall be equitably adjusted if the originally contemplated scope or timeline of services is increased or extended.

**3.5.7** Owner shall meet with the Construction Manager to review the GMP. If the Owner or Design Team has any concerns regarding the GMP they should notify the Construction Manager, who shall make the appropriate changes to the GMP. The Owner shall assure that the Design Professional revises the drawings and specifications to incorporate the clarifications, assumptions and allowances on which the GMP is based. These revisions shall be provided to the Construction according to the Schedule of Work.

**3.5.8** If this Agreement is executed prior to the establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

**3.5.9** Allowances shall cover the costs of materials, supplies, and equipment delivered to the worksite, including all related expenses unless stated otherwise. The Construction Manager's overhead and profit for these allowances shall be included in the GMP, but not within the allowances themselves. The GMP shall be adjusted by a Change Order to reflect any actual costs that exceed or fall below the allowances.

**3.5.10** If the Owner does not accept the GMP the owner shall have the right to suggest modifications to the GMP and must be accepted by the Construction Manager, in writing.

**3.5.11** Prior to the Owner's acceptance of the GMP the Construction Manager must not incur any costs to be reimbursed as part of the Cost of Work except what is provided in the agreement or if the Owner has approved, in writing.

**3.5.12** The Construction Manager shall document the actual Cost of Work at buyout as compared to the GMP proposal and shall report all information to the Owner on a monthly basis with the Construction Manager's recommendation for selection of proposal for each subcontractor's contract. If the amount of the Cost of Work, General Conditions, and Construction Manager's Contingency is less than the amount established in the GMP, the entire difference shall be credited to the Owner as savings and should be adjusted in a deductive change order when the project is at least 85% complete in the amount saved.

**3.5.13** In preparing the Construction Manager's GMP proposal, the Construction Manager shall include a contingency that is to be equitably split (50%/50%) between the Construction Manager and the Owner. The half dedicated to the Construction Manager shall be used to cover those costs that are included in the GMP but are not otherwise allocated to another line item or included in a Change Order. The Owner's half of the contingency shall only be used at the discretion of the Owner.

### **3.6 COST OF THE WORK**

**3.6.1** Owner agrees to pay the Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in 3.4.4.

#### **3.6.2 Cost Items**

**3.6.2.1** Labor wages directly employed by Construction Manager in performing the Work.

**3.6.2.2** Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

**3.6.2.3** Cost of all employee benefits and taxes, including but not limited to , workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of Work pursuant to 3.5.

**3.6.2.4** Reasonable transportation, travel, hotel and moving expenses of Construction Manager's personnel incurred in connection with the Work.

**3.6.2.5** Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

**3.6.2.6** Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, temporary lease areas for required facilities and laydown, approved parking and shuttle services (if necessary), and other related items. Cost of hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

**3.6.2.7** Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rentals from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

**3.6.2.8** Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by the Owner (not to be unreasonably withheld). This includes any additional premium incurred as a result of any increase in the GMP.

**3.6.2.9** Any taxes that Brazos County is not exempt from.

#### **3.6.2.10** Permits, fees, licenses, tests, royalties

**3.6.2.11** Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

**3.6.2.12** Water, power, and fuel costs necessary for the Work.

**3.6.2.13** Cost of removal of all nonhazardous substances, debris, and waste materials.

**3.6.3** All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of Work.

### **3.7 COST REPORTING AND AUDITING**

**3.7.1** Construction Manager shall maintain complete, accurate, and current books and records prepared or used by the Construction Manager, that comply with GAAP and industry standards and calculate the proper financial management under the Agreement. The Owner shall have free and open access to all Construction Manager records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other similar data relating to this Project and Agreement. All documents shall be preserved by the Construction Manager for no less than three (3) years from the date of final payment, or longer when required by law.

**3.7.2** The Owner or their representative shall have free and open access to the aforementioned records and documents upon reasonable notice and shall have the right to audit, inspect, scan, and/or reproduce any records during normal business working hours. The right to inspect and audit records shall extend for the term of this Agreement and for a period of three (3) years after final payment, or longer when required by law. The Owner and their representative may verify, without limitations, by interview, counts, surveys (written or verbal) any information with Construction Manager employees, field and agency labor, subcontractors, and vendors.

### **3.8 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.8.1** The Construction Manager shall supervise and direct the Work, using the Construction Manager's best skill and attention. The Construction Manager 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 Construction Manager 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.

**3.8.1.1** If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely

written notice to the Owner and Design Professional and shall not proceed with that portion of the Work without further written instructions from the Design Professional. If the Construction Manager is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Construction Manager, the Owner shall be solely responsible for any resulting loss or damage.

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

**3.8.3** The Construction Manager shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Manager.

**3.8.4** The Construction Manager 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.

**3.8.5** Construction Manager 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 Construction Manager or a Subcontractor.

**3.8.6** The Construction Manager must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County must approve the new, proposed, full-time Project Superintendent before they start on the project.

### **3.9 LABOR AND MATERIALS**

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

**3.9.2** The Construction Manager may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Design Professional and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

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

### **3.10 LONG-LEAD-TIME ITEMS**

**3.10.1** The Construction Manager shall recommend to Owner and Design Professional

a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of the long-lead-time items.

### **3.11 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS**

**3.11.1** Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

**3.11.2** Construction Manager may self-perform portions of the work if deemed best-value to the project and approved by the Owner. Construction Manager must submit proposals for portions of the work in the same manner required of other subcontractors.

### **3.12 WARRANTY**

**3.12.1** The Construction Manager warrants to the Owner and Design Professional 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 Construction Manager 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 Design Professional and properly accepted and authorized by Design Professional, 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 Design Professional whether or not such submittal has been reviewed or stamped by Design Professional. Notice must be specific and transmitted in letter form. If required by Owner or Design Professional, Construction Manager 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 Article 12.

**3.12.2** Immediately prior to Date of Substantial Completion, Construction Manager shall execute and deliver to Design Professional, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Construction Manager 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 Construction Manager at no additional cost to Owner. Construction Manager shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.



**3.12.3 Work Covered by Warranty:** Construction Manager'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, Construction Manager shall obtain from such assignee and/or subcontractor a written warranty to Construction Manager and Owner covering their respective portion of the Work for the period required. Construction Manager 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 Construction Manager's warranty. Warranty shall be secured by Construction Manager 's Performance Bond as directed by Owner.

**3.12.4 Time of Warranty:** Construction Manager'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, Construction Manager'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.

**3.12.5 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.

**3.12.6 Objectionable Process:** Where any material, process, or method or operation or application procedure is required, which in the opinion of the Construction Manager, 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 Design Professional, 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 Construction Manager'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.

**3.12.7** Under the requirements of this Section 3.8, Construction Manager shall be responsible for:

**3.12.7.1** Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

**3.12.7.2** Warranting modifications accepted under subsection 3.12.6 above will give satisfactory results.

**3.12.7.3** Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

**3.12.7.4** Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

### **3.13 TAXES**

**3.13.1** Although Owner is a tax-exempt unit of local government, the Construction

Manager shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Construction Manager which may not be within Owner's exemption that are legally enacted when Construction Manager's bids were received or negotiations between Owner and Construction Manager were concluded, whether or not yet effective or merely scheduled to go into effect.

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

### **3.14 PERMITS, FEES AND NOTICES**

**3.14.1** Unless otherwise provided in the Contract Documents, the Construction Manager 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.

**3.14.1.1** 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 Construction Manager 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.

**3.14.2** The Construction Manager 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.

**3.14.3** It is not the Construction Manager'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 Construction Manager observes that portions of the Contract Documents are at variance therewith, the Construction Manager shall promptly notify the Design Professional and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

**3.14.4** If the Construction Manager performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Professional and Owner, the Construction Manager 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..

### **3.15 ALLOWANCES**

**3.15.1** The Construction Manager 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 Construction Manager shall not be required to employ persons or entities against which the



Construction Manager makes reasonable objection.

**3.15.2** Unless otherwise provided in the Contract Documents:

**3.15.2.1** allowances shall cover the cost to the Construction Manager of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**3.15.2.2** Construction Manager's costs for materials, supplies, and equipment, unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance amounts shall be included in the allowances;

**3.15.2.3** overhead and profit for the allowances shall be included in the GMP, but not in the allowances;

**3.15.2.3** whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order.

**3.15.3** Contingency Allowance is established as \$4,000,000.00 and shall be processed pursuant to the Specifications.

### **3.16 FAILURE TO ACCEPT THE GMP PROPOSAL**

**3.16.1** Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal and so notifies the Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

**3.16.1.1** suggest modifications to the GMP Proposal. If modifications are accepted in writing by the Construction Manager, the GMP Proposal shall be deemed accepted in accordance with 3.5.8.

**3.16.1.2** direct the Construction Manager to proceed on the basis of reimbursement as provided in 3.5 and 3.6 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

**3.16.1.3** terminate the Agreement for convenience in accordance with 14.4. In absence of a GMP, the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

### **3.17 SUPERINTENDENT**

**3.17.1** The Construction Manager shall employ a qualified superintendent.

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

**3.17.3** The Construction Manager shall not employ a proposed superintendent to whom the Owner or Design Professional has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **3.18 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULES**

**3.18.1** The Construction Manager, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Design Professional's information a Construction Manager'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.

**3.18.1.1** 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, Construction Manager shall: 1) allow time in the schedule for further development of Drawings and Specifications by Design Professional, including time for review by Owner and Construction Manager and for Construction Manager'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.

**3.18.2** The Construction Manager shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Construction Manager's construction schedule and allows the Design Professional reasonable time (but no more than fourteen (14) days for each review) to review submittals.

**3.18.3** The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Design Professional.

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

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

### **3.19 DOCUMENTS AND SAMPLES AT THE SITE**

**3.19.1** The Construction Manager 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 Design Professional and shall be delivered to the Owner upon completion of the Work.

### **3.20 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**3.20.1** Shop Drawings are drawings, diagrams, schedules and other data specially

prepared for the Work by the Construction Manager or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

**3.20.4** 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 Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Professional is subject to the limitations of Subsection 4.2.7. Informational submittals upon which the Design Professional 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 Design Professional without action.

**3.20.5** The Construction Manager shall review for compliance with the Contract Documents, approve and submit to the Design Professional; 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 Construction Manager may be returned by the Design Professional without action.

**3.20.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager and Sub-contractor represent to the Owner and Design Professional that the Construction Manager 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.

**3.20.7** The Construction Manager shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional. Such Work shall be in accordance with approved submittals.

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

**3.20.8** The Work shall be in accordance with approved submittals except that the

Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Manager has specifically informed the Design Professional in writing of such deviation at the time of submittal and the Design Professional has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's approval thereof.

**3.20.9** The Construction Manager 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 Design Professional on previous submittals. In absence of such written notice the Design Professional's approval of a re-submission shall not apply to such revisions.

**3.20.10** The Construction Manager shall not be required to provide professional services which constitute the practice of Design Professional unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences and procedures. The Construction Manager 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 Construction Manager by the Contract Documents, the Owner and the Design Professional will specify performance and design criteria that such services must satisfy. The Construction Manager 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 Design Professional. The Owner and the Design Professional 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 Design Professional have specified to the Construction Manager appropriate performance and design criteria that such services must satisfy. The Design Professional will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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

### **3.21 USE OF SITE**

**3.21.1** The Construction Manager 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.

**3.21.2** Construction Manager shall assume full responsibility for protection and safekeeping of materials stored on premises.

**3.21.3** Construction Manager shall provide all necessary precautions to protect public, visitors and tenants from activities of Construction Manager or his agents on project.

### **3.22 CUTTING AND PATCHING**

**3.22.1** The Construction Manager shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.22.2** The Construction Manager 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 Construction Manager 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 Construction Manager shall not unreasonably withhold from the Owner, or a separate contractor, the Construction Manager's consent to cutting or otherwise altering the Work.

### **3.23 CLEANING UP**

**3.23.1** The Construction Manager 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 Construction Manager shall remove from and about the project waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery and surplus materials.

**3.23.2** If the Construction Manager 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 Construction Manager.

### **3.24 ACCESS TO WORK**

**3.24.1** The Construction Manager shall provide governmental authorities who lawfully request access to the work, the Owner and Design Professional proper facilities and equipment for access to the Work in preparation and progress wherever located.

### **3.25 ROYALTIES AND PATENTS**

**3.25.1** The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend suits or claims for infringement of patent rights and shall hold the Owner and Design Professional 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 Construction Manager 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 Construction Manager shall be responsible for such loss unless such information is promptly furnished to the Design Professional.



### **3.26 INDEMNIFICATION**

**3.26.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSTRUCTION MANAGER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, DESIGN PROFESSIONAL, DESIGN PROFESSIONAL'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 CONSTRUCTION MANAGER; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONSTRUCTION MANAGER OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.**

**3.26.2** In claims against any person or entity indemnified under Section 3.26.1 by an employee of the Construction Manager, 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 Section 3.26.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Manager or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.26.3** The obligations of the Construction Manager under Section 3.26.1 shall not extend to the liability of the Design Professional, the Design Professional'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 Design Professional, the Design Professional'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 Design Professional, the Design Professional's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

### **3.27 ADDITIONAL REQUIREMENTS**

**3.27.1** Construction Manager shall submit to Design Professional, in writing, all substitutions proposed PRIOR TO the bid opening date. Construction Manager shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Design Professional or by appropriate addendum.

**3.27.2** Construction Manager shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Construction Manager shall notify Design Professional for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Design Professional.

**3.27.3** Construction Manager shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Construction Manager shall proceed only after receiving additional instructions from Design Professional.

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

**3.27.5** Construction Manager shall provide acceptable access facilities to the Work for the Owner, Design Professional, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

**3.27.6** Construction Manager 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.

**3.27.7** Construction Manager shall furnish written warranties using the form directed by Owner or Design Professional.

**3.27.8** Construction Manager shall secure required inspection certificates and transmit them to Design Professional and Owner.

## **ARTICLE 4**

## **ADMINISTRATION OF THE CONTRACT**

### **4.0 SCHEDULE OF WORK**

**4.0.1** Construction Manager must work with the Design Professional to make sure both parties stay on a schedule of work presented to the Owner at the beginning of the project. If there are any delays, Construction Manager must notify the Owner, in writing, explaining the cause of the delays and request approval.

### **4.1 DESIGN PROFESSIONAL**

**4.1.1** The Design Professional is the person lawfully licensed to practice Architecture or Engineering, or an entity lawfully practicing Architecture or Engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**4.1.1.1** Each of these terms; "Design Professional," 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 Design Professional as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Design Professional. Consent shall not be unreasonably withheld.

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

### **4.2 DESIGN PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Design Professional, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during design (2) during construction; (3) until final payment is due, and (4) with the Owner's concurrence, from time to time during the correction period described later in this contract. The Design Professional will advise and consult with the Owner. The Design Professional 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 Design Professional and Owner.

**4.2.2** The Design Professional, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Construction Manager's operations during construction, or as otherwise agreed by Owner and Design Professional, and as Design Professional 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 Design Professional will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or



quantity of the Work. The Design Professional 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 Construction Manager's rights and responsibilities under the Contract Documents, except as provided above in this contract.

**4.2.2.1** Construction Manager shall reimburse Owner for compensation paid to Design Professional for additional site visits made necessary by fault, neglect, or request of Construction Manager.

**4.2.3** The Design Professional 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 Construction Manager's responsibility as provided in this contract. The Design Professional will not be responsible for the Construction Manager's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**4.2.4** Communications by and with the consultants shall be through the Design Professional, unless otherwise approved by the Design Professional. Communications by and with Subcontractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner. The Design Professional's presence at the Project Site shall not imply concurrence or approval of the work. Construction Manager shall call specific items to the Design Professional's attention in writing if he wishes to obtain Design Professional's opinion.

**4.2.5** Based on the Design Professional's observations and evaluations of the Construction Manager's Applications for Payment, the Design Professional will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts.

**4.2.6** The Design Professional has authority to reject Work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the Work in accordance with this contract, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Design Professional 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 Design Professional to the Construction Manager, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such testing failures, including those of repeated procedures shall be at Construction Manager's sole expense.

**4.2.7** The Design Professional will review and approve or take other appropriate action upon the Construction Manager'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 Design Professional is limited to only those submittals required by the Contract Documents. The Design Professional's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Construction Manager or separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review by the Design Professional, Design Professional'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 Construction Manager as required by the Contract Documents. The Design Professional's review of the Construction Manager's submittals shall not relieve the Construction Manager of the obligations under this contract. The Design Professional's review shall not constitute approval of safety or health precautions during construction or, unless otherwise specifically stated by Design Professional, of any construction means, methods, techniques, sequences or procedures. The Design Professional's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Design Professional 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 Design Professional may authorize minor changes in the Work as provided.

**4.2.9** The Design Professional and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Design Professional 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 Construction Manager 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 Design Professional agree, Design Professional will provide one or more project representatives to assist in carrying out the Design Professional'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 Design Professional will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Design Professional'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 Design Professional shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Design Professional to furnish such interpretations until ten (10) days after written request is received.

**4.2.12** Interpretations and decisions of the Design Professional 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 Design Professional's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

**4.2.14** If the Contract Documents require the Construction Manager to specify that the Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then the Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Construction Managers' design professional.

### **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 Construction Manager 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:**

**4.3.1.1.1** Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

**4.3.1.1.2** Nature of occurrence or condition giving rise to the Claim;

**4.3.1.1.3** Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

**4.3.1.1.4** An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

**4.3.1.1.5** 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 Design Professional, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

**4.3.2 Decision of Design Professional.** Claims, including those alleging an error or omission by the Design Professional, shall be referred initially to the Design Professional for action as provided in Section 4.4. A decision by the Design Professional and Owner, as provided in Subsection 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Construction Manager 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 Design Professional 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 Subsection 9.7.1 and Article 14, the Construction Manager 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:

**4.3.5.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

**4.3.5.2** failure of the Work to comply with the requirements of the Contract Documents; or

**4.3.5.3** 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 Design Professional will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager'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 Design Professional 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 Design Professional shall so notify the Owner and Construction Manager 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 Design Professional has given notice of the decision. If the Owner and Construction Manager cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Section 4.4.

**4.3.7 Claims for Additional Cost.** If the Construction Manager 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 Section 10.6. If the Construction Manager believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Design Professional; (2) an order by the Owner to stop the Work where the Construction Manager was not at fault; (3) a written order for a minor change in the Work issued by the Design Professional; (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 Section 4.3.

#### **4.3.8 Claims for Additional Time**

**4.3.8.1** If the Construction Manager wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Construction Manager'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 Construction Manager's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

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

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

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

**4.3.8.3** Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Construction Manager shall provide such supporting documentation as Owner or Design Professional 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** Construction Manager 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 Construction Manager.

**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 Construction Manager, the applicable unit prices shall be equitably adjusted.

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

**4.3.12** Construction Manager, not owner, shall handle any disputes which may arise between subcontractor and owner.

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

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1 Decision of Design Professional:** Claims, including those alleging an error or omission by the Design Professional but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Design Professional for decision. An initial decision by the Design Professional shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Construction Manager 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 Design Professional with no decision having been rendered by the Design Professional. The Design Professional will not decide disputes between the Construction Manager and persons or entities other than the Owner.

**4.4.2** The Design Professional will review Claims and within **ten (10)** 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 Design Professional is unable to resolve the Claim, if the Design Professional lacks sufficient information to evaluate the merits of the Claim or if the Design Professional concludes that, in the Design Professional's sole discretion, it would be inappropriate for the Design Professional to resolve the Claim.

**4.4.3** In evaluating Claims, the Design Professional 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 Design Professional in rendering a decision. The Design Professional may request the Owner to authorize retention of such persons at the Owner's expense.

**4.4.4** If the Design Professional 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 Design Professional when the response or supporting data will be furnished, or advise the Design Professional that no supporting data will be furnished. Within **ten (10)** days of receipt of the response or supporting data, if any, the Design Professional 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 Design Professional, the Design Professional will notify the parties in writing that the Design Professional's decision will be made within seven (7) days. Upon expiration of such time period, the Design Professional will render to the parties the Design Professional'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 Design Professional's decision, Design Professional 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 Construction Manager's default, the Design Professional 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 Construction Manager 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** Design Professional and Design Professional'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 Design Professional or Design Professional's consultants to complete its services on the Project. The Design Professional shall endeavor to keep Construction Manager informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Construction Manager.

#### **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 Construction Manager, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Design Professional 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 Design Professional will promptly reply to the Construction Manager in writing stating whether or not the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Design Professional to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Construction Manager shall not contract with a proposed person or entity to which the Owner or Design Professional has made reasonable and timely objection. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has made reasonable objection.

**5.2.3** If the Owner or Design Professional has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner or Design Professional 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 Construction Manager has acted promptly and responsively in submitting names as required.

**5.2.4** The Construction Manager shall not change a Subcontractor, person or entity previously selected, if the Owner or Design Professional 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.**

**5.3.1** By appropriate written agreement, the Construction Manager shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager, by these Documents, assumes toward the Owner and Design Professional. Each subcontractor agreement shall preserve and protect the rights of the Owner and Design Professional 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 Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Construction Manager 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** Construction Manager is fully responsible for acts and omissions of



Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Construction Manager is for their own employees.

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

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

**5.4.1.1** Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and

**5.4.1.2** 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** Construction Manager will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

### **ARTICLE 6**

#### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Construction Manager" in the Contract Documents in each case shall mean the Construction Manager who executes each separate Owner–Construction Manager 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 Construction Manager, who shall cooperate with them. The Construction Manager shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Construction Manager 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 Construction Manager, 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 Construction Manager under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

## **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Construction Manager 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 Construction Manager's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Design Professional apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Construction Manager 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 Construction Manager's Work, except as to defects not then reasonably discoverable.

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

**6.2.4** The Construction Manager shall promptly remedy damage caused by the Construction Manager to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subsection 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 Construction Manager in Section 3.14.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises among the Construction Manager, 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, Construction Manager, and Design Professional; a Construction Change Directive requires agreement by the Owner and Design Professional and may or may not be agreed to by the Construction Manager and an order for a minor change in the Work may be issued by the Design Professional alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Construction Manager 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 Construction Manager, 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 Design Professional and signed by the Owner, Construction Manager, and Design Professional, stating their agreement upon all of the following:

**7.2.1.1** a change in the work;

**7.2.1.2** the amount of the adjustment in the Contract Sum, if any, and

**7.2.1.3** 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 Subsection 7.3.3.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is a written order prepared by the Design Professional and signed by the Owner and Design Professional 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:

**7.3.3.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**7.3.3.2** unit prices stated in the Contract Documents or subsequently agreed upon;

**7.3.3.3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**7.3.3.4** as provided in Subsection 7.3.6.

**7.3.4** Upon receipt of a Construction Change Directive, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Design Professional of the Construction Manager'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 Construction Manager indicates the agreement of the Construction Manager 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 Construction Manager 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 Design Professional 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 Construction Manager shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subsection 7.3.6 shall be limited to the following:

**7.3.6.1** 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;

**7.3.6.2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**7.3.6.3** rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;

**7.3.6.4** costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

**7.3.6.5** additional costs of supervision and field office personnel directly attributable to the change; and

**7.3.6.6** the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

**7.3.6.6.1** for Construction Manager, for any work performed by his own forces, 15% of the cost;

**7.3.6.6.2** for each subcontractor involved, work performed by his own forces, 10% of the cost;

**7.3.6.6.3** for Construction Manager, 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 Construction Manager 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 Design Professional. 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 Construction Manager 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 Design Professional 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 Construction Manager agree with the determination made by the Design Professional 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 Design Professional 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 Construction Manager. The Construction Manager shall carry out such written orders promptly.

## **ARTICLE 8** **TIME**

### **8.1 DEFINITIONS**

**8.1.1** The Construction Manager shall achieve substantial completion of the Work not later than the stated number of calendar days in any GMP Amendment 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 is to be issued through Brazos County.

A Notice to Proceed is issued to the Construction Manager after the pre-construction meeting to find the best date that works with the Construction Manager and the Brazos County. The construction phase shall commence upon final execution of any GMP Amendment, receipt of the Notice to Proceed for construction, and issuance of any required permits or approvals by the AHJ or other agencies.

**8.1.3** The date of Substantial and Final Completion will be established in Amendment 1 or subsequent Amendments.

**8.1.4** The date of Substantial completion is the date certified by the Design Professional in accordance with Section 9.8.

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

**8.1.6** 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.

**8.1.7** 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.

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

## **8.2 PROGRESS AND COMPLETION**

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

**8.2.2** The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**8.2.4** Construction Manager and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

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

**8.2.6** Whenever it becomes apparent that any activity completion date may not be met,



unless delay is related to an approved extension of time, Construction Manager 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;

**8.2.6.1** 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,

**8.2.6.2** increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

**8.2.6.3** reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

**8.2.7** If Construction Manager fails to take any of actions indicated in subsection 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 Construction Manager, or shall be grounds for determination by Owner that Construction Manager is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Construction Manager's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

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

### **8.3 DELAYS AND EXTENSION OF TIME**

**8.3.1** Except as otherwise provided in the Contract Documents, if the Construction Manager is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Professional, or of an employee of either, or of a separate Construction Manager 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 Construction Manager'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 Design Professional and Owner may determine.

**8.3.1.1** If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

**8.3.1.2** 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

**8.3.1.3** Time extensions will not be allowed for drying of materials when it is possible

for the Construction Manager to enclose area and materials or use an acceptable drying process.

**8.3.2** There will be no delay claims by Construction Manager if the Construction Manager 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 Section 4.3.

**8.3.4** If Contract Time is extended pursuant to Section 8.3, such extension shall be the exclusive remedy of Construction Manager and said Construction Manager shall not be entitled to recover damages from Owner or Design Professional.

**8.3.5** 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 Design Professional's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Construction Manager's performance of the Work.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Construction Manager for performance of the Work. The compensation of Preconstruction Services should be applied at the levels of effort throughout the design.

#### **9.2 SCHEDULE OF VALUES**

**9.2.1** Unless otherwise provided in the Contract documents, before the first application for Payment, the Construction Manager shall submit to the Design Professional 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 Design Professional may require. This schedule, unless objected to by the Design Professional, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**9.2.2** The Design Professional will provide to the Construction Manager 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; The Construction Manager shall submit to the Design Professional no later than the 8<sup>th</sup> day of a month, an itemized Application for Payment for operations completed in accordance with the schedule of values for the previous month. Such application shall be notarized and supported by such data substantiating the Construction Manager's right to payment including the most current Construction Manager's Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Design Professional may require and reflecting retainage if provided for elsewhere in the Contract documents.



**9.3.1.1** Such applications may not include requests for payment of amounts the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, 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 Construction Manager 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 Section 9.3.2 above.

**9.3.5** Construction Manager shall provide a log of the expenditures made from Construction Manager's Contingency with each Application for Payment.

#### **9.4 CERTIFICATES FOR PAYMENT**

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

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional'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 Design Professional's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Design Professional's Certificate for Payment shall be based, in part, on the recommendation of the Construction Manager. 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 Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Construction Manager is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional 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 Construction Manager's right to payment; or (4) made examination to ascertain how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Design Professional 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 Design Professional's opinion, the representations to the Owner required by Subsection 9.4.2 cannot be made. If the Design Professional is unable to certify payment in the amount of the Application, the Design Professional will notify the Construction Manager and Owner as provided in Subsection 9.4.1. If the Construction Manager and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional 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 Design Professional's opinion to protect the Owner from loss because of:

**9.5.1.1** defective Work not remedied;

**9.5.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims;

**9.5.1.3** failure of the Construction Manager to make payments properly to Subcontractors or for labor, materials or equipment;

**9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**9.5.1.5** damage to the Owner or another contractor;

**9.5.1.6** 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;

**9.5.1.7** persistent failure to carry out the Work in accordance with the Contract Documents;

**9.5.1.8** failure to comply with the approved Project Construction Schedule;

**9.5.1.9** erroneous estimates by the Construction Manager or a Sub-contractor of values of Work performed, or

**9.5.1.10** 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 Design Professional 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 Design Professional.

**9.6.1.1** Owner will make partial payments to Construction Manager within thirty (30) days after receipt of Certificate for Payment from Design Professional, but no later than forty-five (45) days after the Design Professional receives the Application for Payment.

**9.6.1.2** Owner may withhold payment to Construction Manager notwithstanding Design Professional'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 Subsections 9.5.1.1 through 9.5.1.10, inclusive.

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

**9.6.3** The Design Professional will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Design Professional 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 Construction Manager that the Construction Manager has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager 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 Design Professional 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** Construction Manager's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subsections 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 Design Professional does not issue a Certificate for Payment, through no

fault of the Construction Manager, within seven (7) days after receipt of the Construction Manager's Application for Payment, or if the Owner does not pay the Construction Manager within seven (7) days after the date established in the Contract Documents the amount certified by the Design Professional, then the Construction Manager may, upon seven (7) additional days' written notice to the Owner or Design Professional, 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 Construction Manager'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 Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall thoroughly inspect the Work and prepare and submit to the Design Professional a comprehensive list of items to be completed or corrected, Construction Manager's Notice of Substantial Completion, and a written request for Design Professional's review of the Work. The Construction Manager 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 Construction Manager to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Construction Manager has thirty (30) days to reach Final Completion of the Work. If the Construction Manager does not achieve Final Completion within sixty (60) days after Substantial Completion, Construction Manager shall be subject to additional Liquidated Damages as set forth under Section 9.11.2 herein.

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

**9.8.4** When the Work is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Construction Manager 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 Construction Manager 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 Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is consented to by the insurer as required under Subsection 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 Construction Manager have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Construction Manager considers a portion substantially complete, or the Owner notifies the Construction Manager of intent to occupy or use a portion of the Work prior to substantial completion, the Construction Manager shall prepare and submit a list to the Design Professional as provided under Subsection 9.8.2. Consent of the Construction Manager 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 Construction Manager or, if no agreement is reached, by decision of the Design Professional.

**9.9.2** Immediately prior to such partial occupancy, or use, the Owner, Construction Manager, and Design Professional 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 Construction Manager 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 Construction Manager'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 Design Professional and Owner will in a reasonable time, make such inspection and when the Design Professional and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Design Professional will promptly issue a final Certificate for Payment



stating that to the best of the Design Professional's knowledge, information and belief, and on the basis of the Design Professional'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 Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Subsection 9.10.2 as precedent to the Construction Manager's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Construction Manager as noted in said final Certificate, with the remaining 5% retainage due and payable to the Construction Manager 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 Construction Manager submits to the Design Professional: (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 Construction Manager 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 Construction Manager 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 Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**9.10.3** If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion and the Design Professional so confirms, the Owner shall, upon application by the Construction Manager and certification by the Design Professional 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 Construction Manager to the Design Professional 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 Construction Manager within thirty (30) days after final Certificate for Payment has been issued by Design Professional.

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

**9.10.4.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

**9.10.4.2** failure of the Work to comply with the requirements of the Contract Documents;

**9.10.4.3** terms of special warranties required by the Contract Documents, or

**9.10.4.4** non-conforming, faulty or defective Work appearing at or after final payment.

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

## **9.11 LIQUIDATED DAMAGES**

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

## **ARTICLE 10** **PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS**

**10.1.1** The Construction Manager 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 Construction Manager 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:

**10.2.1.1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Design Professional and their consultants and employees;

**10.2.1.2** 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 Construction Manager or the Contractor's Subcontractors or Sub-subcontractors; and

**10.2.1.3** 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 Construction Manager 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 Construction Manager 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 Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Construction Manager is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Design Professional, 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 Construction Manager 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 Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, 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 Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Design Professional 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 Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager's obligations under Section 3.18.

**10.2.6** The Construction Manager shall designate a responsible, properly trained and qualified member or members of the Construction Manager'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 Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Design Professional.

**10.2.7** The Construction Manager 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** Construction Manager 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 Construction Manager'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 Construction Manager of responsibility for any damages, claims, and defense of all actions against Owner and Design Professional 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. Construction Manager 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 Construction Manager and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Design Professional or their representatives to determine if Construction Manager, Subcontractors or their representatives are in compliance with the aforementioned regulations.

**10.2.11** The Construction Manager 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 Construction Manager shall ensure that all MSDS are compiled in a single location at the Project site and are available to the regulating agencies. The Construction Manager shall indemnify and hold harmless the Owner and Design Professional for their respective failure to comply with this provision.

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

**10.2.13** The Construction Manager shall notify Owner's and Design Professional'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 Construction Manager shall provide safety and health equipment (excluding boots) for the Owner and Design Professional to protect them from safety and health risks during the performance of their services during the construction of the Project.

**10.2.15** The Design Professional's review of Construction Manager's performance does not include review of adequacy of Construction Manager's safety or health measures.

### **10.3 HAZARDOUS MATERIALS OR SUBSTANCES**

**10.3.1** The Construction Manager is responsible for compliance with any requirements

included in the Contract Documents regarding hazardous materials. If the Construction Manager 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 Construction Manager, the Construction Manager 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 Design Professional.

**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 Construction Manager’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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager 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 Construction Manager. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Construction Manager’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 Construction Manager, Subcontractors, Design Professional, Design Professional’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 Subsection 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. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

**10.3.4** The Design Professional and Design Professional’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 Design Professional shall not be responsible under Section 10.3

for hazardous materials and substances brought to the Project site by the Construction Manager unless such materials or substances were required by the Contract Documents and the Construction Manager so notified the Owner and Design Professional. The Construction Manager shall notify the Owner and Design Professional prior to bringing any hazardous material or substance onto the Project site.

**10.3.6** If, without negligence on the part of the Construction Manager, the Construction Manager 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 Construction Manager 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 Construction Manager shall act, at the Construction Manager's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Section 4.3. and Article 7.

**10.4.2** The Construction Manager shall promptly report in writing to Owner and Design Professional 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 Design Professional.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE**

**11.1.1** The Construction Manager 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 Construction Manager from claims set forth below which may arise out of, or result from, the Construction Manager's operations under the Contract and for which the Construction Manager may be legally liable, whether such operations be by Construction Manager 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:

**11.1.1.1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

**11.1.1.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager 's employees;

**11.1.1.3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Construction Manager 's employees or persons or entities excluded by statute from requirements of Subsection 11.1.1.1, but required by Contract Documents to provide insurance required by that Subsection;

**11.1.1.4** 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 Construction Manager; or (2) by another person;

**11.1.1.5** 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;

**11.1.1.6** 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;

**11.1.1.7** claims for bodily injury or property damage arising out of completed operations;

**11.1.1.8** claims involving contractual liability insurance applicable to the Construction Manager's obligations under Section 3.18.

**11.1.1.9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

**11.1.1.9.1** Premises Operations (including X, C and U coverages as applicable).

**11.1.1.9.2** Independent Construction Managers' Protective.

**11.1.1.9.3** Products and Completed Operations.

**11.1.1.9.4** Personal Injury Liability with Employment Exclusion deleted.

**11.1.1.9.5** Contractual, including specified provision for Construction Manager's obligations under Section 3.18.

**11.1.1.9.6** Owned, non-owned and hired motor vehicles.

**11.1.1.9.7** Broad Form Property Damage including Completed Operations.

**11.1.1.10** 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 Subsection 9.10.2.

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

**11.1.2.1.1** Workers' Compensation:

**11.1.2.1.1.1** State: **Texas** Statutory

**11.1.2.1.1.2** Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries): Statutory: **Not Applicable**

**11.1.2.1.1.3** Maritime: **Not Applicable**

**11.1.2.1.1.4** Employer's Liability: **\$ 500,000** each accident  
**\$ 500,000** disease, policy limit  
**\$ 500,000** disease, each employee

**11.1.2.1.1.5** Benefits required by union labor contracts: **As Applicable**

**11.1.2.1.1.6** "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**11.1.2.2** Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):

**11.1.2.2.1** Bodily Injury: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate

**11.1.2.2.2** Property Damage: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate

**11.1.2.2.3** Property Damage Liability Insurance shall include coverage for the following hazards:

**11.1.2.2.3.1** X (Explosion)

**11.1.2.2.3.2** C (Collapse)

**11.1.2.2.3.3** U (Underground)

**11.1.2.2.4** Broad Form Property Coverage shall include Completed Operations.

**11.1.2.2.5** "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**11.1.2.3** Contractual Liability:

**11.1.2.3.1** Bodily Injury: **\$ 1,000,000** each occurrence

**11.1.2.3.2** Property Damage: **\$ 1,000,000** each occurrence  
**\$ 2,000,000** aggregate

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

**11.1.2.5** If the General Liability coverages are provided by a Commercial Liability policy, the:

**11.1.2.5.1** General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.

**11.1.2.5.2** Fire Damage Limit shall be not less than **\$ 100,000** on any one Fire.

**11.1.2.5.3** Medical Expense Limit shall be not less than **\$ 10,000** on any one person.

**11.1.2.5.4** "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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

**11.1.2.7** Business Auto Liability (including owned, non-owned and hired vehicles):

**11.1.2.7.1** Bodily Injury **\$ 500,000** each person  
**\$ 1,000,000** each accident

**11.1.2.7.2** Property Damage: **\$ 500,000** each occurrence

**11.1.2.7.3** "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**11.1.2.7.3.1 Note:** The State of **Texas** has a no-fault automobile insurance requirement. Construction Manager 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 Section 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 Subsection 9.10.2. Information concerning reduction of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Construction Manager's information and belief. Not later than ten (10) days from award of bid, Construction Manager shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

**11.1.4** The Construction Manager reserves the right to implement a Contractor's Controlled Insurance Program (CCIP) covering Construction Manager's General Liability, Worker's Compensation and Umbrella insurance obligations that meet Brazos County's insurance requirements.

## **11.2 OWNER'S LIABILITY INSURANCE:**

**11.2.1** The Owner reserves the right to be self-insured for any and all insurance of any



kind, type, or nature required by the Contract Documents.

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

**11.2.1.1.1** Bodily Injury:  
\$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate

**11.2.1.1.2** Property Damage:  
\$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate

### **11.3 PROPERTY INSURANCE**

**11.3.1** The Construction Manager 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 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 Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, 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, Construction Manager, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Construction Manager to maintain such insurance, then Construction Manager shall bear all reasonable costs properly attributable thereto.

**11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Design Professional's and Construction Manager'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 Construction Manager 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 Construction Manager 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 GMP is approved by the Owner, Construction Manager shall execute, as Principal, bonds joined in by a Surety Company of the Construction Manager'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. Construction Manager 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.

**11.4.4.1** Construction Manager 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** Construction Manager 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, Construction Manager 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 Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**11.4.7** Construction Manager 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 Design Professional'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 Design Professional, be uncovered for the Design Professional's, Owner's or governing authority's examination and be replaced at the Construction Manager's expense without change in the Contract Time.

**12.1.2** If a portion of the Work has been covered which the Design Professional, Owner, or governing authority has not specifically requested to examine prior to its being covered, the Design Professional, Owner, or governing authority may request to see such Work and it shall be uncovered by the Construction Manager. 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 Construction Manager'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 Construction Manager shall promptly correct Work rejected by the Design Professional, 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 Construction Manager shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby.

### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

**12.2.2.1** In addition to the Construction Manager's obligation under Section 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 Subsection 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 Construction Manager shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Construction Manager 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 Section 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 Construction Manager pursuant to this Section 12.2.

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

**12.2.3** The Construction Manager 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 Construction Manager nor accepted by the Owner.

**12.2.4** The Construction Manager shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Construction Manager'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 Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Construction Manager has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subsection 12.2.2 relates only to the specific obligation of the Construction Manager 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 Construction Manager's liability with respect to the Construction Manager'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. Construction Manager 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 Design Professionals, Design Professionals, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be affected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Construction Manager to the Owner.

## **ARTICLE 13** **MISCELLANEOUS PROVISIONS**

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

### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Construction Manager 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 Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate such assignment.

**13.2.3** Construction Manager shall not assign any monies due or to become due hereunder without written consent of Owner and of Construction Manager's Surety. The Construction Manager shall file a copy of such consent of Surety, together with copy of assignment with Owner and Design Professional. In case the Construction Manager 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 Construction Manager 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, Design Professional, or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Construction Manager shall give the testing agency, Project inspector (if any), public authorities and (if requested), Design Professional 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 Design Professional, 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 Subsection 13.5.1, the Project inspector (if any), or Design Professional will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Construction Manager shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Design Professional 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 Subsection 13.5.3.

**13.5.3** If procedures for testing, inspection or approval under Subsections 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 Design Professional's services and expenses shall be at the Construction Manager's expense.

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

**13.5.5** If the Design Professional, 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** Construction Manager's obligations and liability, if any, with respect to any acts or failures to act in performance of the Work called for in Contract discovered after the one-year corrections period, Substantial Completion, or Final Certificate of Payment shall be determined by Governing Law.

## **13.8 EQUAL OPPORTUNITY**

**13.8.1 Construction Manager shall maintain policies of employment as follows:**

**13.8.1.1** Construction Manager and Construction Manager's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Construction Manager shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

**13.8.1.2** Construction Manager and Construction Manager'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, Construction Manager, 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.

### **13.10 ESCALATION**

13.10.1 If, during the performance of this Contract, the price of materials, goods, or equipment to be provided by the Construction Manager or their subcontractors pursuant to the terms of this Contract significantly increases, through no fault of the Construction Manager or by reason of any event qualifying as a Force Majeure Event as defined herein, the Contract Sum shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases, as well as any additional costs and expenses incurred by Construction Manager arising therefrom. As used herein, a significant price increase shall mean any increase in price exceeding ten (10) percent occurring subsequent to the date of execution of the GMP Amendment. At the Owner's request, Construction Manager shall provide information reasonably requested by Owner to document such price increases, such as quotes, invoices, or receipts. Additionally, where the delivery of materials, goods, or equipment is delayed as a result of the shortage or unavailability of such items, and to the extent the Construction Manager could not have reasonably anticipated or mitigated such shortage, Construction Manager shall not be liable for any additional costs or damages associated with such delay(s), and the Contract Time shall be equitably adjusted therefore.

### **13.11 FORCE MAJEURE**

13.11.1 The occurrence of an event which interferes with the ability of a Party to perform its obligations or duties hereunder which is not a) within the reasonable control of the Party affected and b) could not with the exercise of commercially reasonable diligence have been avoided or mitigated ("Force Majeure Event"), including but not limited to acts of government, acts of God, war, rebellion, strikes or lockouts, epidemics, pandemics or health crises (whether arising from existing or unknown pathogens/contagions), landslides, lightning, earthquakes, fires, named tropical storms (including, but not limited to, hurricanes or hurricane warnings), crevasses, floods, washouts, or inability to secure any required consents, or approvals, shall entitle the affected Party to suspension of its performance under this Contract to the extent prevented by the Force Majeure Event and for so long as the Force Majeure Event continues, plus any reasonable time necessary to recover from the Force Majeure Event and resume the Work. The affected Party shall make commercially reasonable efforts to resume performance and shall give written notice to the other Party as soon as reasonably practical during or after the occurrence of such Force Majeure Event. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall recommence as soon as commercially and reasonably practicable. The Party affected by the Force Majeure Event shall not be liable to the other Party for any delay or other damages, costs, or expenses arising out of or relating to the suspension or termination of any of its obligations or duties under this Contract by reason of the occurrence of the Force Majeure Event, provided



such Party complies in all material respects with its obligations under this Section.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONSTRUCTION MANAGER**

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

**14.1.1.1** issuance of an order of a court or other public authority having jurisdiction;

**14.1.1.2** an act of government, such as a declaration of national emergency, making material unavailable;

**14.1.1.3** because the Design Professional has not issued a Certificate for Payment and has not notified the Construction Manager of the reason for withholding certification as provided in Subsection 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

**14.1.1.4** if repeated suspensions, delays or interruptions by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

**14.1.2** If one of the above reasons exists, the Construction Manager may, upon seven (7) additional days written notice to the Owner and Design Professional, 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 Construction Manager or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Construction Manager 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 Construction Manager may, upon seven (7) additional days written notice to the Owner and the Design Professional, terminate the Contract and recover from the Owner as provided in Subsection 14.1.2.

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Construction Manager:

**14.2.1.1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

**14.2.1.2** fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Construction Manager and the

Subcontractors;

**14.2.1.3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

**14.2.1.4** 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 Construction Manager and the Construction Manager's surety seven (7) days written notice, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

**14.2.2.1** take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager;

**14.2.2.2** accept assignment of subcontracts pursuant to Section 5.4; and

**14.2.2.3** 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 Subsection 14.2.1, the Construction Manager 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 Design Professional's services and expenses made necessary thereby, such excess shall be paid to the Construction Manager. If such costs exceed the unpaid balance, the Construction Manager 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 Construction Manager 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 Subsection

**14.3.3** Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

**14.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Construction Manager is responsible; or

**14.3.2.2** 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 Construction Manager shall:

**14.4.2.1** cease operations as directed by the Owner in the notice;

**14.4.2.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**14.4.2.3** 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 Construction Manager 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** Design Professional, 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 Construction Manager 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 Design Professional 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 Design Professional, 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 Construction Manager 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 \_\_\_\_\_, 2024, meeting.

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

**OWNER:**  
**BRAZOS COUNTY, TEXAS**

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

Date: \_\_\_\_\_

**CONSTRUCTION MANAGER:**  
**SPAWGLASS CONSTRUCTION CORP.**



Date: 03/06/25

Garett Wheaton  
Vice President of Operations  
SpawGlass Construction Corp.  
4030 SH-6, Ste. 300  
College Station, Texas 77845

**ATTACHMENT “A”  
101 NORTH TEXAS AVENUE  
REQUEST FOR QUALIFICATIONS CIP 25-563**

**ATTACHMENT “B”  
101 NORTH TEXAS AVENUE  
REQUEST FOR PROPOSAL CIP 25-563**



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

*Safety, Security, Growth, Form, Economy, Time*

BRAZOS COUNTY

**CONSTRUCTION-MANAGER-AT-RISK**  
**FOR 101 NORTH TEXAS AVENUE**  
RFQ NO. CIP 25-563

December 10, 2024  
2:00 pm



## **REQUEST FOR QUALIFICATIONS**

**RFQ NO. CIP 25-563**

**Construction-Manager-at-Risk for 101 North Texas Avenue**

**SEALED STATEMENTS OF QUALIFICATION TO BE  
SUBMITTED BEFORE:**

**Tuesday, December 10, 2024, at 2:00pm CST**

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

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

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

Company Name: SpawGlass Construction Corp.

By (Print): Garett Wheaton

Title: Vice President, Operations

Physical Address: 4030 SH-6, Ste. 300 College Station, Texas 77845

Mailing Address: 4030 SH-6, Ste. 300 College Station, Texas 77845

Telephone: 281-924-8657

Fax: N/A

E-Mail: garett.wheaton@spawglass.com



Brazoria County Courthouse Campus Expansion

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Brazoria County Administration Building

## SECTION 1

### CAPABILITY OF ORGANIZATION TO PROVIDE CM SERVICES

#### ACKNOWLEDGEMENTS

7. All submittals must acknowledge the following exhibits included in this RFQ:

- a. Exhibit A – Prevailing Wage Rates Acknowledged
- b. Exhibit B – Sample Brazos County Construction Contract Acknowledged
- c. Exhibit C – Broadus Planning – Program of Record Scope Acknowledged

#### FIRM INFORMATION

- a. Name of Firm
- b. Address
- c. Phone, Email, and Fax

SpawGlass Construction Corp.  
4030 SH-6., Ste. 300  
College Station, Texas 77845  
979-401-3270  
Garett.Wheaton@spawglass.com

- d. Form of Business Organization (corporation, partnership, individual, joint venture, other)

Corporation

- e. Year founded

1953

- f. Primary contact regarding this response

Garett Wheaton  
Vice President of Operations  
979-401-3270  
Garett.Wheaton@spawglass.com

- g. How many years has your organization been in business in its current capacity?

71 Years.

- h. How many years has your organization been in business under its present name?

31 Years.

- Under what other former names has your organization operated?

SpawGlass Inc.; SAE SpawGlass; SpawGlass Cahaba; SpawGlass Contractors, Inc.

- i. Provide an organizational chart detailing positions, names, and job duties of individuals responsible for this project.

Please see the organization chart located in section 3a.

- j. If your organization is a corporation, answer the following: date of incorporation

April 22, 1993

- state of incorporation,

Texas

- President's name, Vice President's name(s), Secretary's name, and Treasurer's name.

Joel Stone- Chairman of the Board/ Chief Executive Officer  
Robert Friedel- Sr. Vice President, Chief Financial Officer, Secretary/ Treasurer  
Michael Emmons- Chief Operating Officer  
Roger Berry- President  
Garett Wheaton- Vice President of Operations



k. If your organization is a partnership, answer the following: date of organization, type of partnership (if applicable), name(s) of general partner(s).

Not applicable.

l. If your organization is individually owned, answer the following: date of organization, name of owner.

Not applicable.

m. If the form of your organization is other than those listed above, please describe it, and name the principals.

Not applicable.

n. Has your organization or any of the partners, principals, officers, or personnel filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If so, please provide context and explanation of the relevant issues.

None that would affect our performance under a contract with Brazos County.

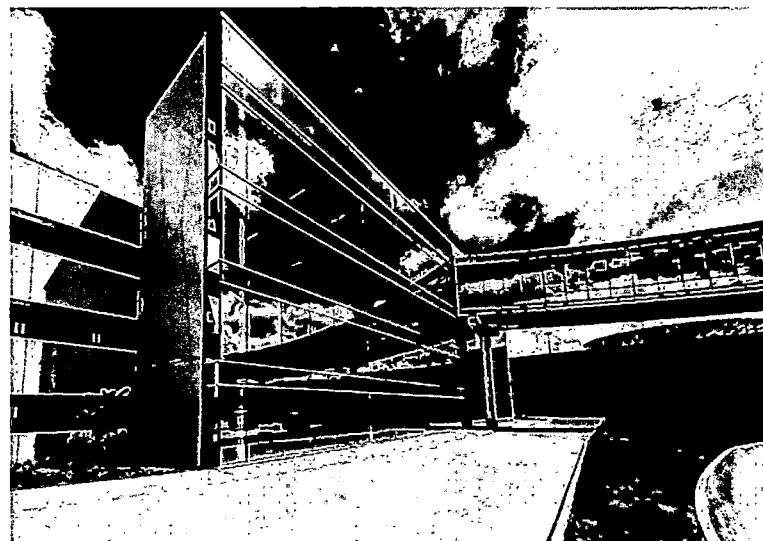
o. Has your organization or any of the partners, principals, officers, or personnel been in litigation or arbitration with regard to construction contracts in the last five (5) years? Is any litigation currently pending? If so, please provide context and explanation of the relevant issues.

None that would affect our performance under a contract with Brazos County.

p. What percentage of your work is repeat business with the same clients?

Over the last 10 years, SpawGlass has had the privilege of providing the absolute best construction experience for 230 clients. Approximately 40% of these clients are repeat clients and over 50% of our repeat clients have elected to work with us more than twice. The breakdown of our repeat clients is as follows:

- |                  |                                   |
|------------------|-----------------------------------|
| • 28% government | • 19% higher education            |
| • 25% commercial | • 4% independent school districts |
| • 24% healthcare |                                   |



Hobby Airport Garage- A four-level garage designed to accommodate 3,000 cars with an elevator lobby and pedestrian bridge that connects the garage to the new Southwest Airlines international terminal.



Comal County District Court Clerk's Office

## SECTION 2

### FIRM EXPERIENCE ON SIMILAR PROJECT TYPES

#### SIMILAR PROJECTS

*a. List at least five (5) projects, with a maximum of eight (8) projects for which your firm has provided or is providing construction management services which are most related to the scope of the 101 North Texas Avenue. In determining which projects are most relevant, consider:*

- i. County, City or State government facilities*
- ii. Multistory office complex with parking structure*
- iii. Court facility*
- iv. Elevated pedestrian walkways*

*List the projects in priority order with the most relevant project listed first.*

*b. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date; actual or estimated final completion date.*

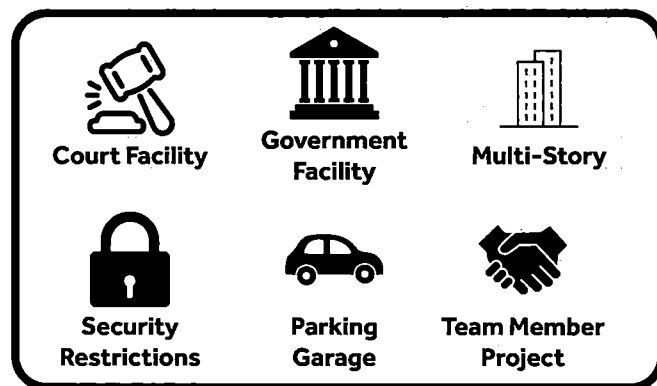
We have selected some of our most relevant projects representing our team and company experience with components specific to your project.

The requested information for each of these similar projects is included on the following project sheets, and specific project similarities are shown in bold text. Project sheets for the following projects are listed in order of relevance:

- Brazoria County Justice Center
- Brazoria County Administration Building
- Comal County Landa and Annex Buildings Renovation
- The Village of Southampton
- City of Temple 1st Street Garage and 4th Street Garage
- Texas A&M University Polo Road Garage and Recreation Center
- City of Bryan Legends Event Center and Exterior Amenities
- Texas A&M University John D. White '70 – Robert L. Walker '58 Music Activities Center

We have experience constructing county justice centers, court facilities and administration buildings. We are familiar with the key aspects to success of justice centers, county government and court facilities, and their importance to safety and success. **Look for these key aspect indicators**

**throughout the following project sheets and resumes:**

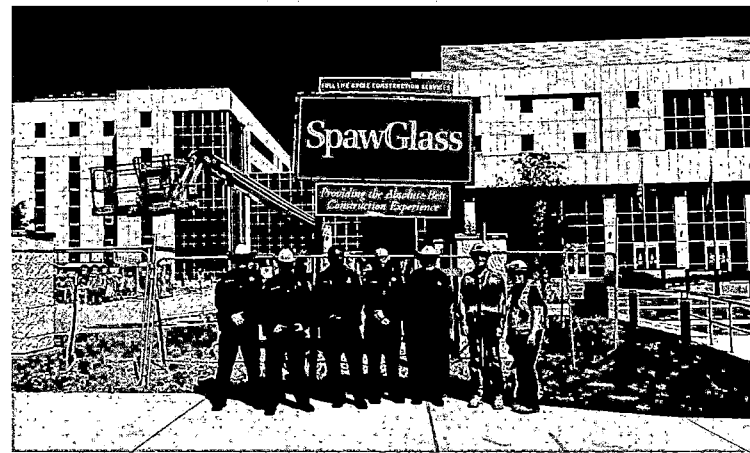


Brazoria County Justice Center Skybridge Additional Office Spaces for Future Growth

## TEAM MEMBER INVOLVEMENT

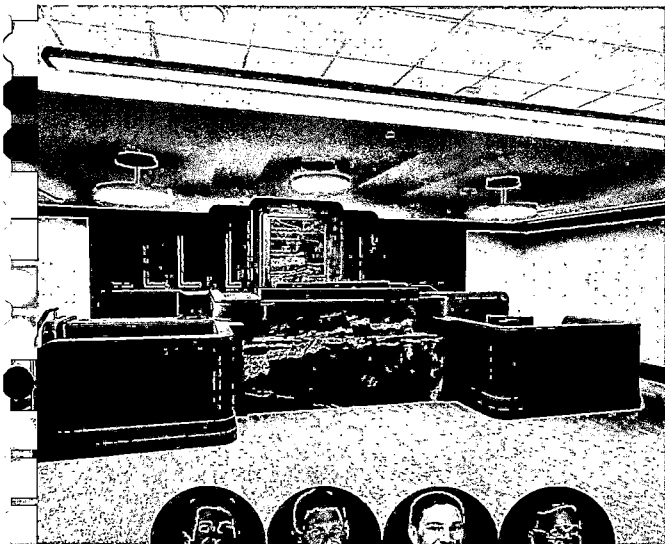
c. Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

The chart below shows our proposed team members work on each of our similar projects including their role on the project.



Brazoria County Courthouse Campus Expansion

Project Team Member	Brazoria County Justice Center	Brazoria County Administration Building	The Village of Southampton	City of Temple 1st Street Garage and 4th Street Garage	Texas A&M University Polo Road Garage	City of Bryan Legends Event Center and Exterior Amenities	Texas A&M University John D. White '70 – Robert L. Walker '58 Music Activities Center
Key Project Similarities	<ul style="list-style-type: none"> <li>• Government</li> <li>• Multistory</li> <li>• Court Facility</li> <li>• Skybridge</li> <li>• Offices</li> <li>• Security</li> </ul>	<ul style="list-style-type: none"> <li>• Government</li> <li>• Multistory</li> <li>• Court Facility</li> <li>• Skybridge</li> <li>• Offices</li> <li>• Security</li> </ul>	<ul style="list-style-type: none"> <li>• Multistory</li> <li>• Parking Garage</li> <li>• Offices</li> <li>• Security</li> <li>• Tight Site</li> </ul>	<ul style="list-style-type: none"> <li>• Government</li> <li>• Multistory</li> <li>• Parking Garage</li> <li>• Downtown Site</li> </ul>	<ul style="list-style-type: none"> <li>• Multistory</li> <li>• Parking Garage</li> <li>• Offices</li> <li>• Active Campus</li> <li>• In Brazos Co.</li> </ul>	<ul style="list-style-type: none"> <li>• Government</li> <li>• Offices</li> <li>• In Brazos Co.</li> </ul>	<ul style="list-style-type: none"> <li>• Multistory</li> <li>• Offices</li> <li>• Active Campus</li> <li>• In Brazos Co.</li> </ul>
<b>Drew Cain</b> Project Executive						Project Executive	
<b>Matthew Fontaine</b> Project Manager		Project Manager	Intern				
<b>Cody James</b> Superintendent	Superintendent		Superintendent				
<b>Jim Chirido</b> QC Coordinator				Asst. Project Manager	Asst. Superintendent		
<b>Charles Barrington</b> Asst. Superintendent					Subcontractor	Asst. Superintendent	
<b>Dustin Wilson</b> Chief Estimator	Chief Estimator	Chief Estimator	Chief Estimator	Chief Estimator			
<b>Andrew Kerbow</b> Estimator						Sr. Project Manager	Sr. Project Manager
<b>Bryant Carrasquillo</b> BIM/ VDC Coordinator	BIM/ VDC Coordinator	BIM/ VDC Coordinator					
<b>Sarah Accurso</b> Contract Administrator				Contract Administrator	Contract Administrator	Contract Administrator	Contract Administrator
<b>Garett Wheaton</b> Vice President, Operations				Operations Manager	Operations Manager	Operations Manager	Operations Manager
<b>Roger Berry</b> Houston Division President	Principal	Principal	Operations Manager				



#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New and Renovation

#### SIZE OF PROJECT

83,000 SF New Construction  
65,000 SF Renovation

#### COMPLETION DATE

Anticipated 12/2024

#### CONSTRUCTION COST

Original: \$83,300,039  
Final: \$83,300,039 (anticipated)

#### OWNER

**County Government**  
Brazoria County  
Karen McKinnon  
Assistant County Engineer  
979-849-5711  
karenm@brazoria-county.com

## BRAZORIA COUNTY JUSTICE CENTER

ANGLETON, TEXAS

The **Justice Center** includes a complete renovation of the existing 65,000-square-foot building, select renovation of the 60,000-square-foot historic courthouse, originally constructed in 1940, and an 83,000-square-foot, **five-level** expansion that includes a **two-story skybridge** on the 2nd and 3rd floors connecting across Chenango Street to the New Administration Building. The exterior of the 1976 courthouse addition was completely re-skinned with a custom ceramic wall panel to match the historic courthouse building façade.

The new facility includes program space for **Adult Probation Court**, County Courts 1-4, **Justice of the Peace Courts**, District Courts (149th, 239th, 300th, 412th, 461st), three future courts, District Attorney, evidence storage, bail bonds, guardianship, holding cells and two covered sally ports. The design **consolidates judicial activities**, such as courts and court administration, and **judicial support operations**, such as the County Clerk, District Clerk, and District Attorney, into a cohesive location that provides for future growth, enhances efficiency and improves safety.

The building features increased security needs including three separate elevator systems, limited access zones, secured sally ports, secured Judges parking, secured staff entrances, emergency notification systems at Judge's bench, secure holding cells with direct access to courts, and hardened construction in holding areas.



Court



Government



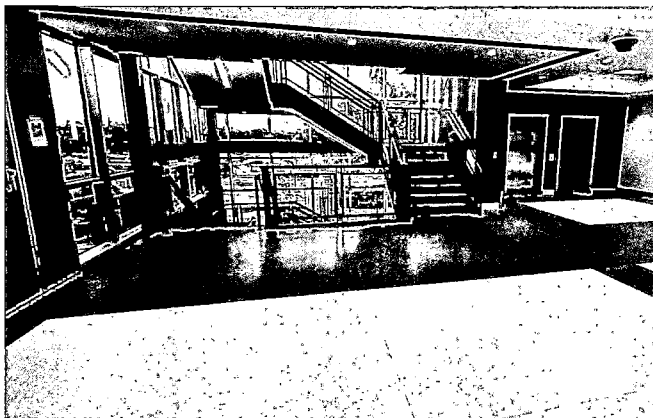
Multi-Story

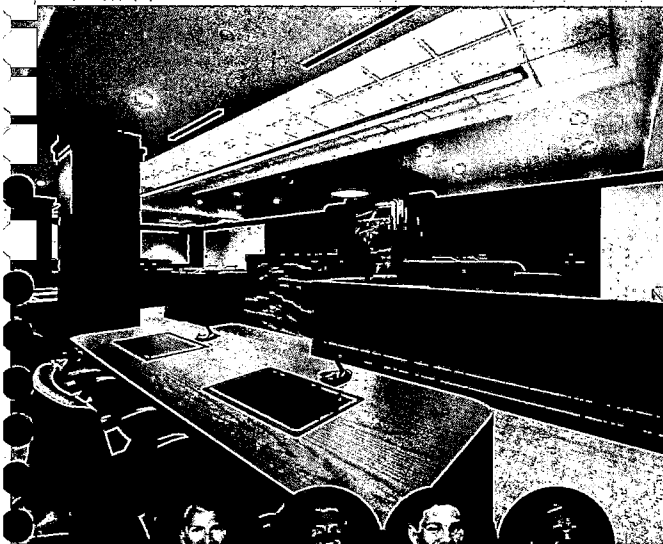


Security



Team





#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New

#### SIZE OF PROJECT

148,000 SF

#### COMPLETION DATE

08/2023

#### CONSTRUCTION COST

Original: \$61,663,953  
Final: \$60,694,928

#### OWNER

County Government  
Brazoria County  
Karen McKinnon  
Assistant County Engineer  
979-849-5711  
karenm@brazoria-county.com

## BRAZORIA COUNTY ADMINISTRATION BUILDING

ANGLETON, TEXAS



Court



Government



Multi-Story



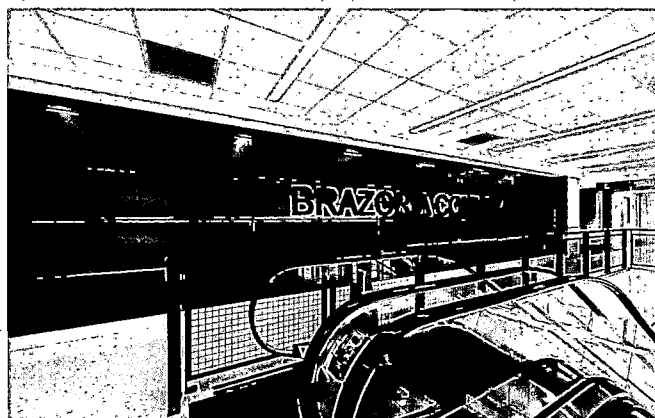
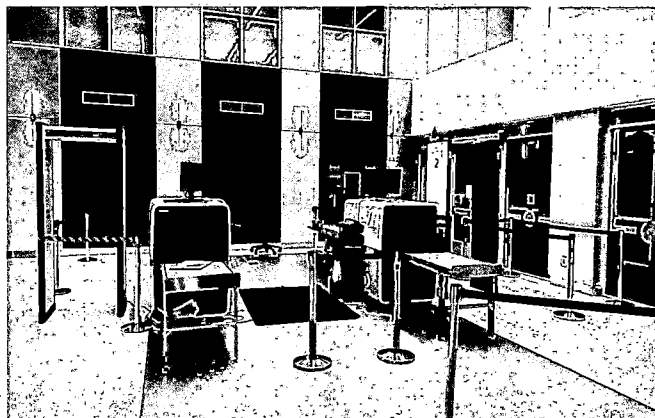
Security



Team

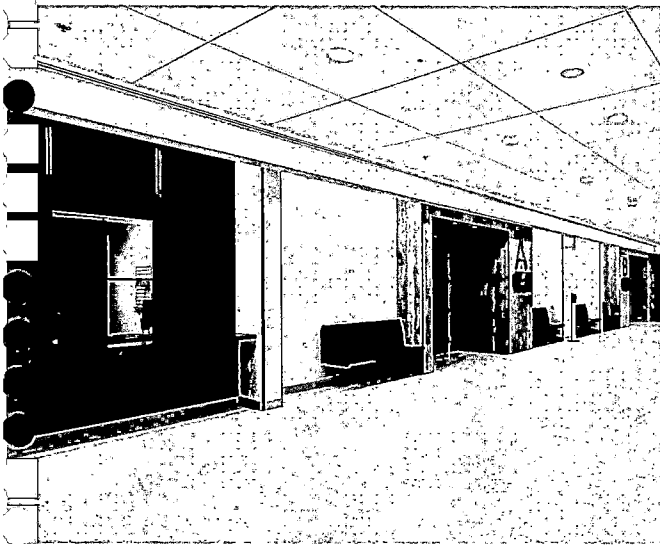
The Administration Building is a portion of the multi-phased expansion of the Brazoria County Courthouse Campus. The new ground-up, **five-level** Administration Building totals 148,000 square feet. It houses the County's new departmental jury empaneling areas, Commissioners Court spaces, Grand Jury room, **administrative offices**, law library, training room, café with dining space and campus data center. Connected to the Brazoria County Justice Center by the **two-level sky bridge**, the Administration Building enables functionality for growing justice programs in Brazoria County.

During construction of the Administration Building four temporary **district courts** were constructed on level one along with their associated **holding cells**. This facilitated the long-term expansion of the campus while keeping the court systems operational throughout construction. This level will later be demolished upon completion of the permanent courts in the Brazoria County Justice Center.



Scan the QR code with  
your smartphone to view  
construction in action  
on this large expansive  
project!





**DELIVERY METHOD**  
Construction Manager-at-Risk  
(CMAR)

**TYPE OF CONSTRUCTION**  
New and Renovation

**SIZE OF PROJECT**  
111,060 SF

**COMPLETION DATE**  
08/2021

**CONSTRUCTION COST**  
Original:  
Final: \$28,093,677

**OWNER**  
**County Government**  
Comal County  
Tom Hornseth  
County Administrator  
830-608-2090  
rabthh@co.comal.tx.us

## COMAL COUNTY LANDA AND ANNEX BUILDINGS RENOVATION

NEW BRAUNFELS, TEXAS



Court



Government



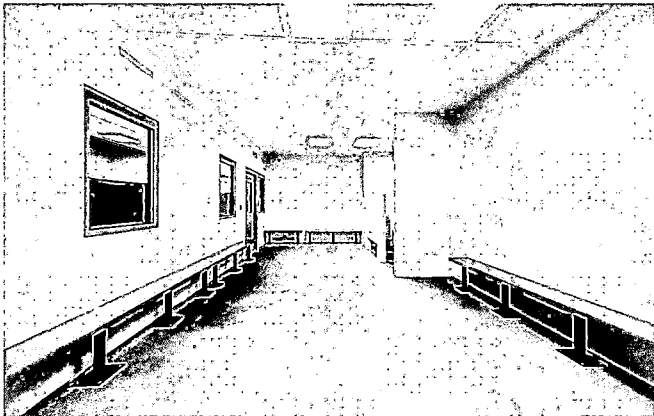
Multi-Story

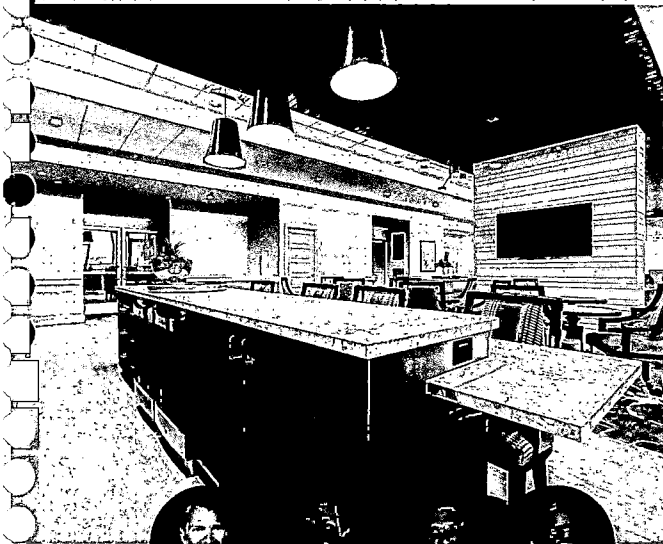


Security

This project consisted of the renovation and new construction of the existing 64,000-square-foot Landa Building, located in the heart of New Braunfels. The **two-level** building has a basement and is **adjacent to the Comal County courthouse**. The first level features three **courtrooms** along with judges' offices, **holding cells** and the **county court clerk's offices**. The second level houses the district attorney and associated parties. Construction included new interior and exterior concrete piers, structural steel framing, slab-on-grade and slab-on-metal deck, along with brick and metal panels for the exterior veneer.

The Annex Building renovation spanned the first, second and third levels and the attic. The first level includes a lobby, public records and **staff offices**. The second level includes the auditor's office, treasury and IT support. The third level includes two existing **courtrooms** with an expanded footprint, two new **courtrooms**, **judges' chambers** and the district court clerk department. The attic space includes one of the new elevators and new mechanical units.





#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New

#### SIZE OF PROJECT

322,695 SF

#### COMPLETION DATE

04/2020

#### CONSTRUCTION COST

Original: \$65,328,000  
Final: \$65,759,814

#### OWNER

**Private Client**  
Bridgewood Property Company  
Jim Hepburn  
(713) 623-6767  
jhepburn@bridgewood.us

## THE VILLAGE OF SOUTHAMPTON

HOUSTON, TEXAS



Multi-Story



Security



Parking



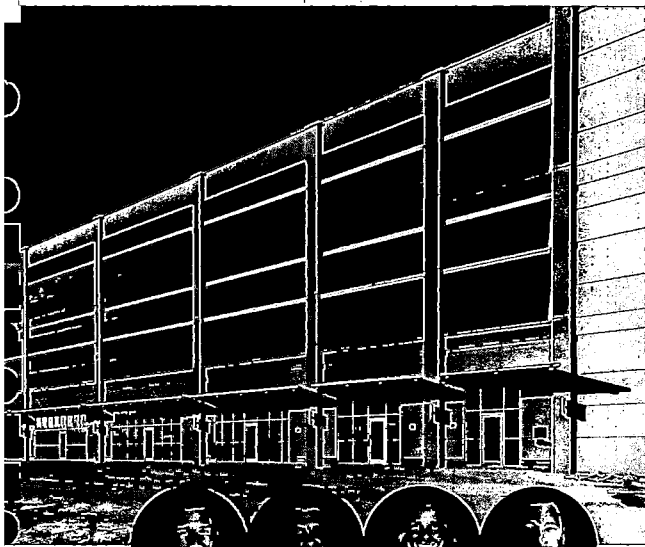
Team

The Village of Southampton is an **18-story** luxury independent and assisted living senior community with an **attached parking garage with restricted access** for residents. On the ground level is a concierge desk, fitness center, indoor pool and salon, with a small dog park outside. Level four is solely dedicated to memory care residents, with studio-style apartments, dining room, salon and outdoor terrace. Levels five through eight are assisted living with a salon, fitness center, library, dining room with kitchen and community terrace and gathering space. Level nine is an amenities floor with a movie theater, dining room, bistro and another large outdoor terrace. Levels 10 through 18 are independent living apartments.



*"...It has been my pleasure to work with SpawGlass on numerous complex construction projects over the course of the last twenty years. In every instance, they have provided an exemplary team of qualified professionals who have consistently demonstrated a strong and unified commitment to quality, schedule, and budget. I have always felt that we were in good hands with SpawGlass on the job... SpawGlass has earned their place at the top of our very short list of preferred contractors, and I would certainly recommend considering them for any major building project. It has become obvious to me that their leadership team promotes a culture dedicated to premium service that is reflected throughout the company. They are an exceptionally well qualified contractor..."*

- Jim Hepburn, Vice President of Development and Construction,  
Bridgewood Property Company



#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New

#### SIZE OF PROJECT

275,504 SF

#### COMPLETION DATE

08/2023

#### CONSTRUCTION COST

Original: \$17,174,676

Final: \$19,230,365

*Owner initiated change order*

#### OWNER

Municipality

City of Temple

James Billeck

254-298-5660

[jbilleck@templetx.gov](mailto:jbilleck@templetx.gov)

## CITY OF TEMPLE 1ST STREET GARAGE AND 4TH STREET GARAGE

TEMPLE, TEXAS



Government



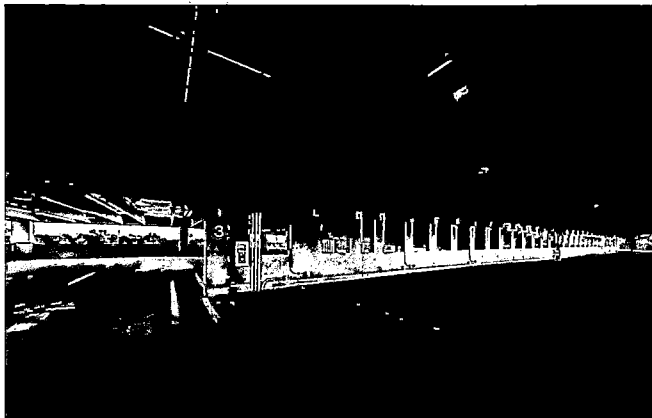
Multi-Story



Parking



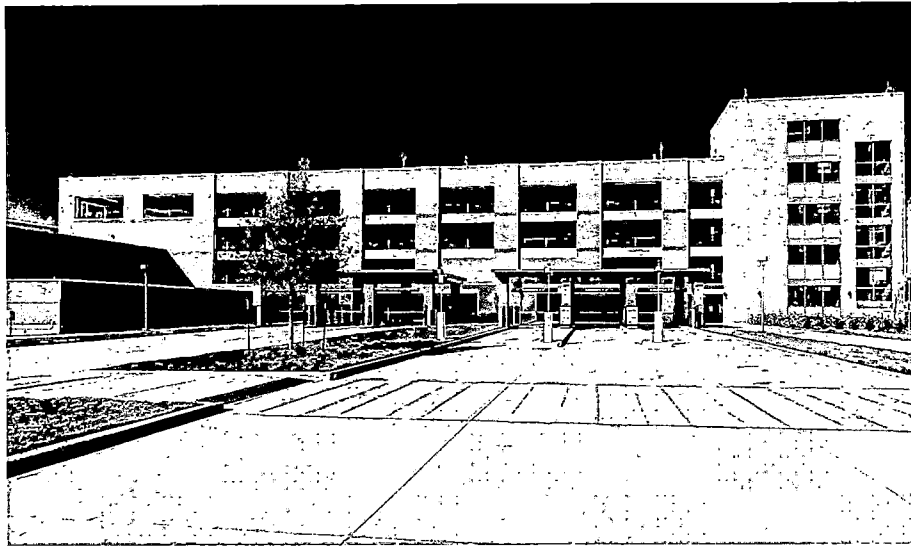
Team



SpawGlass recently completed construction of the Fourth Street **Parking Garage** and First Street **Parking Garage** in downtown Temple. The parking garages address the immediate parking needs of residents and visitors. The construction of these two, new parking garages was completed in the **heart of an active and occupied area without disruption** to daily activities and neighboring operations. Additionally, the parking garages directly contribute to the aesthetic and functional rejuvenation of the downtown district.

The Fourth Street Parking Garage is a multi-level facility with spaces for 397 vehicles. The first level accommodates retail space in the future. The First Street Parking Garage has spaces for 241 vehicles. Both offer a convenient parking solution that supports various redevelopment initiatives in the vicinity and serve as a vital support system for local businesses, fostering economic growth and vitality in the area.





**DELIVERY METHOD**  
Design Build (DB)

**TYPE OF CONSTRUCTION**  
New

**SIZE OF PROJECT**  
564,000 SF

**COMPLETION DATE**  
11/2020

**CONSTRUCTION COST**  
Original: \$59,507,000  
Final: \$58,671,299

**OWNER**  
**Higher Education**  
Texas A&M University System  
Ashley Valka  
979- 458-7000  
avalka@tamus.edu

## TEXAS A&M UNIVERSITY POLO ROAD GARAGE AND RECREATION CENTER

COLLEGE STATION, TEXAS



Multi-Story



Parking



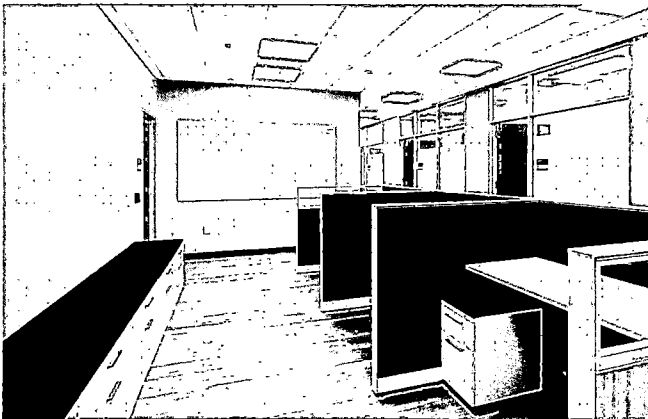
Team

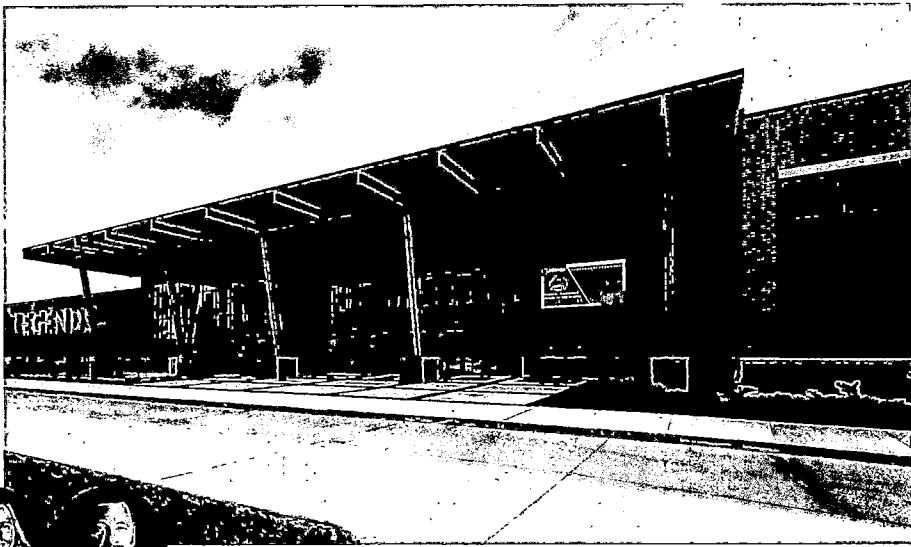
This design-build, mixed-use parking garage consists of a **five-level parking garage** and three tenant retail spaces, including **offices**, recreation facility and dining services. The program space is steel construction. The site plan and exterior design, which includes brick veneer and storefront glazing, responded to the University's detailed campus standards, contextual materials and geometry of adjacent buildings.

**Over 50 offices with work rooms and storage rooms** make up the 27,000 square-foot, single-level administrative office space, which includes a total of five large and small conference rooms, open work areas, call center, and reception area. A shared break room brings together the different departments.

The retail-focused first level creates a vibrant urban hub. Pedestrian safety is prioritized with well-lit pathways and clear signage. The garage's materials matches nearby buildings, and the landscape and outdoor patio/seating area integrates seamlessly with adjacent streets.

**The parking garage was delivered 10 days early.**





#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New

#### SIZE OF PROJECT

122,500 SF Building  
148,000 SF Exterior Amenities

#### COMPLETION DATE

01/2024

#### CONSTRUCTION COST

Original: \$43,572,162  
Final: \$43,338,542

#### OWNER

Municipality  
City of Bryan  
Frank Clark, Jr.  
979-209-5112  
FClark@bryantx.gov

## CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

BRYAN, TEXAS



Government



Team

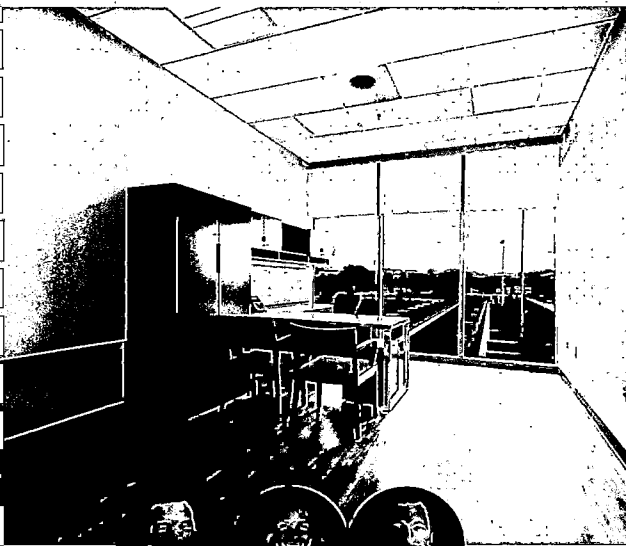
Scan the QR code with  
your smartphone to take a  
look inside the world-class  
facility and largest venue  
of its kind in the region.



The 122,000-square-foot Legends Event Center is a hub for athletes, gamers and families looking to break a sweat and have some fun. The facility is located on a 148-acre site and features a vast playbook of amenities. The multi-purpose sports and entertainment facility includes 16 volleyball courts, eight full-size basketball courts, an arcade with state-of-the-art virtual reality games, **multi-flex spaces, office spaces**, catering kitchen and outdoor patio area with relaxing lakeside views. Exterior amenities include four beach volleyball courts/lighting with associated synthetic turf terrace seating area and a large synthetic turf lawn; circulation sidewalks with a pre-manufactured steel pedestrian bridge, sports lighting/security; foundation for a future kayak boat storage facility; floating dock for kayak use and a boat ramp. The project also consists of lakeside grading to aid in floodplain mitigation.

*"...This project was bid during a time of many unknowns in the market in the middle of a pandemic. However, under SpawGlass' guidance, the budget was achieved and met all City goals for the facility. This professionalism and thoroughness continued once ground was broken and construction started. The on-site team's attention to detail & management of the schedule ensured that the project would be on time and within budget..."*

- Frank Clark Jr., Business Liaison and Special Projects  
City of Bryan



#### DELIVERY METHOD

Construction Manager-at-Risk  
(CMAR)

#### TYPE OF CONSTRUCTION

New

#### SIZE OF PROJECT

70,733 SF

#### COMPLETION DATE

10/2017

#### CONSTRUCTION COST

Original: \$31,399,572  
Final: \$30,830,386

#### OWNER

Higher Education  
Texas A&M University System  
Justin Lorance  
832-795-4099  
jlorance@tamus.edu

## TEXAS A&M UNIVERSITY JOHN D. WHITE '70 – ROBERT L. WALKER '58 MUSIC ACTIVITIES CENTER

COLLEGE STATION, TEXAS



Multi-Story



Team



The 70,733-square-foot Music Activities Center is the new home of all music groups on campus, including the 400-plus member Fightin' Texas Aggie Band, the largest military marching band in the nation.

Highlights include an outdoor artificial turf practice field, four rehearsal halls, 32 individual soundproof practice rooms, nearly 1,000 music instrument lockers, **faculty and student lounges** and **staff offices**.

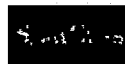
The turf field is an exact replica of the campus' official Kyle Field. The new Dunlap Drill Field bolsters the band's tradition of excellence, and the new Music Activities Center carries on the legacy of Aggie music for generations.



Project was awarded the 2020 Excellence in Construction and Best of Houston from the Associated Builders and Contractors (ABC) of Greater Houston organization.

*"I have worked for Texas A&M for 38 years and have been involved in a few high-profile construction projects. These include: Rec Center, Memorial Student Center, Kyle Field, Music Activities Center and the Student Services Building. I can honestly say hands-down working with the SpawGlass team was the most enjoyable experience that I have ever had."*

- Tomi Réber, Associate Vice President for Student Affairs  
Texas A&M University





## *SpawGlass Builds... Secure Justice Facilities*

Our team of construction professionals are ready to leverage their unique qualifications to deliver secure, functional facilities that provide optimal community resources for Brazos County's justice programs and those who support them.

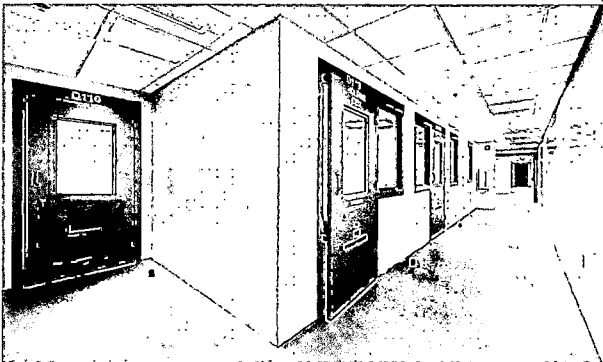
### **Key Cards for Restricted Access**

- Genetec Security Center
- Individual key cards that control access across the campus
- Zoned building access for each user group



### **Secured Entrances and Exits**

- Restricted parking for Judges and staff
- Security screening stations at public entrances
- Metal detectors and x-ray machines
- Sally ports for secure defendant entrance



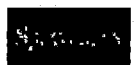
### **Secure Holding Areas**

- Secure holding areas
- Secure circulation routes
- Direct access to Courts
- Hardened construction



### **Separated Staff and Public Areas**

- Dedicated public elevators
- Dedicated staff elevators
- Secured courtroom corridors
- Secured circulation routes for staff





Brazoria County Justice Center Court Room

## SECTION 3

### QUALIFICATIONS AND EXPERIENCE OF FIRM'S PROPOSED PERSONNEL

#### FIRM ORGANIZATION

Our lines of authority and communication protocol are outlined below.

a. Describe the organization with clear lines of authority and communication protocol.

Team Member	Responsibilities/ Communication Protocol	Lines of Authority/ Reports to
 <b>Drew Cain</b> Project Executive	Provide oversight of the budget, schedule, risk management measures and subcontractor relations, lead all preconstruction efforts, provide executive level summaries to Vice President of Operations, Garrett Wheaton and Houston Division President, Roger Berry. <b>Brazos County's main point of contact</b>	<b>Garrett Wheaton</b> Vice President, Operations
 <b>Matthew Fontaine</b> Project Manager	Ensure constant coordination of work between the jobsite, Brazos County, the design team and subcontractors, oversee continual cost control.	<b>Drew Cain</b> Project Executive
 <b>Cody James</b> Superintendent	Oversee all construction activities on the jobsite, management of subcontractors, and leadership of the project's safety and quality control programs.	<b>Drew Cain</b> Project Executive
 <b>Jim Chirido</b> QC Coordinator	Develop, implement, document and oversee the site-specific quality control plan, conduct regular QA/QC inspections.	<b>Matthew Fontaine</b> Project Manager
 <b>Charles Barrington</b> Asst. Superintendent	Assist the project team through the supervision, inspection, coordination and control of construction activities.	<b>Cody James</b> Superintendent
 <b>Dustin Wilson</b> Chief Estimator	Assist in constructability reviews and value analysis, provide budgets and pricing for development of the GMP, and solicit bids from subcontractors. Dustin will work hand-in-hand with Project Executive, Drew Cain during the preconstruction phase of the project.	<b>Roger Berry</b> Houston Division President
 <b>Andrew Kerbow</b> Estimator	Work with the preconstruction team to ensure all budgeting needs are met, ensure that this project becomes the project-of-choice with the subcontractor market.	<b>Dustin Wilson</b> Chief Estimator
 <b>Bryant Carrasquillo</b> BIM/ VDC Coordinator	Develop the processes and workflows for the ongoing digital exchange of drawings and models throughout the project.	<b>Drew Cain</b> Project Executive
 <b>Sarah Accurso</b> Contract Administrator	Lead field administrative duties such as insurance documentation, sensitive information management, certified payroll, and project meeting calendars.	<b>Drew Cain</b> Project Executive
 <b>Garrett Wheaton</b> Vice President, Operations	Conduct monthly project reviews and designate project team and craft professionals <b>Available to Brazos County at any time in any capacity necessary.</b>	<b>Roger Berry</b> Houston Division President
 <b>Roger Berry</b> Houston Division President	Provide executive directives and company commitments to support the project and Brazos County.	<b>Michael Emmons</b> Chief Operating Officer

## ORGANIZATIONAL CHART

*b. Provide an organization chart depicting roles and responsibilities of the proposed staff.*

Our organizational chart is included on the following page.

## PROPOSED TEAM

*c. Name all key personnel who will be part of the CM team for this project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed this Project for its duration unless excused by the Owner.)*

Resumes for our proposed key team members are included following our organizational chart. **This team is fully committed to Brazos County's 101 N. Texas Avenue project for the entire duration of the project.**

## CONSULTANTS

*d. Name any consultants who are included as part of the proposed team. Describe each consultant's role in the Project and their related experience. List projects on which your firm has previously collaborated with the consultant.*

We regularly utilize the consultants below on our projects, and they all have an established relationship with the proposed team members.

- **Safety** - ESC Consultants
- **Testing and Envelope** - Wiss, Janney, Elstner Associates, Inc. (WJE), Price Consulting, Inc., Kuhn & Associates

While SpawGlass has an existing established relationship for safety consulting with ESC Consultants, the SpawGlass project team will solicit proposals for the envelope consulting services during preconstruction from either a firm listed above or another qualified firm.



Brazoria County Courthouse Campus Expansion




Texas A&M University Polo Road Garage Recreation Center



Texas A&M University John D. White '70 - Robert L. Walker '58 Music Activities Center

# ORGANIZATIONAL CHART

Executive Oversight
  Project Support
  On-Site Team

**ROGER BERRY**  
PRESIDENT, HOUSTON DIVISION

- Client satisfaction
- Executive directives
- Company commitments
- Strategic planning




**GARETT WHEATON**  
VICE PRESIDENT, OPERATIONS

- Client satisfaction
- Operational oversight
- Team development
- Monthly project reviews

**CONSULTANTS**


SAFETY - ESC CONSULTANTS

ENVELOPE CONSULTING - TBD



**DUSTIN WILSON**  
CHIEF ESTIMATOR

- Estimating leadership
- Project estimates
- Bid solicitation
- GMP development




**ANDREW KERBOW**  
ESTIMATOR

- Subcontractor outreach
- Estimating take-offs
- Bid tabulation/analysis




**SARAH ACCURSO**  
CONTRACT ADMINISTRATOR

- Insurance review
- Meeting coordination
- Subcontractor administration



**BRYANT CARRASQUILLO**  
BIM/ VDC COORDINATOR

- BIM coordination
- Clash detection
- Virtual mock-ups



**DREW CAIN** *Main point of contact*  
PROJECT EXECUTIVE

- Client satisfaction
- Preconstruction leadership
- Overall project oversight
- Risk management



**MATTHEW FONTAINE**  
PROJECT MANAGER

- Subcontracts
- Document control
- Budget management
- Precon. planning
- Material procurement/tracking




**JIM CHIRIDO**  
QUALITY ASSURANCE

- Quality management
- QA/QC inspections
- Material verification
- Submittal management



**CODY JAMES**  
SUPERINTENDENT

- Field leadership
- Safety leadership
- Lean construction
- Schedule management
- Constructability reviews



**CHARLES BARRINGTON**  
ASSISTANT SUPERINTENDENT

- Field supervision
- Safety inspections
- Field coordination

# DREW GAIN

## PROJECT EXECUTIVE | EMPLOYEE OWNER

Drew is known for his ability to manage complex projects all while providing complete transparency in management and execution of the project with clients, design teams, and other project team members. With his reputation for leadership, integrity and commitment to ensuring every project is completed to the highest standard, Drew will serve as a valuable leader over the project. As Project Executive, Drew will be responsible for overall construction management of the project in all phases. Drew will lead our team and serve as your single point of contact for this project.

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock

### APPLE AMERICAS HEADQUARTERS- EAST GARAGE

Austin, TX | \$21,932,458 | 520,000 SF

New construction of a pre-cast concrete, **1,650 space parking garage** including photovoltaic shade structures, 1MM+ gallon rainwater collection cistern below ground, EV charging, curtain wall encased stairwells, **elevators**, storage spaces, and vehicle access control *\*Prior to SpawGlass*

### APPLE AMERICAS HEADQUARTERS BUILDINGS 1 & 2

Austin, TX | \$80,000,000 | 280,000 SF

New construction of two **four-level office buildings** including **offices, open workstations, conference rooms, storage, mail and production rooms, restrooms, break areas**, and cafe with kitchen, servery, indoor and outdoor dining areas; Included campus infrastructure, detention pond, **landscaping and main courtyard**

*\*Prior to SpawGlass*

### WALKER RANCH - ZACHRY OFFICE TENANT FINISH-OUT

San Antonio, TX | \$5,509,820 | 55,500 SF

Tenant finish-out on two levels featuring a grand staircase, lobby with reception desk, **open and private office areas, conference rooms, restrooms, lounge area and supply area**



## HIGHLIGHTS

- ✓ Collaborative Leader
- ✓ Reliable Communicator

## YEARS OF EXPERIENCE

16 years in the Industry  
5 years with SpawGlass

## RESIDENCE

College Station, TX

## EDUCATION

B.S. Construction Science,  
Texas A&M University

## TRAINING

First Aid/CPR

OSHA 30-Hour

Safety Trained Supervisor  
Construction (STS-C)

## REFERENCE

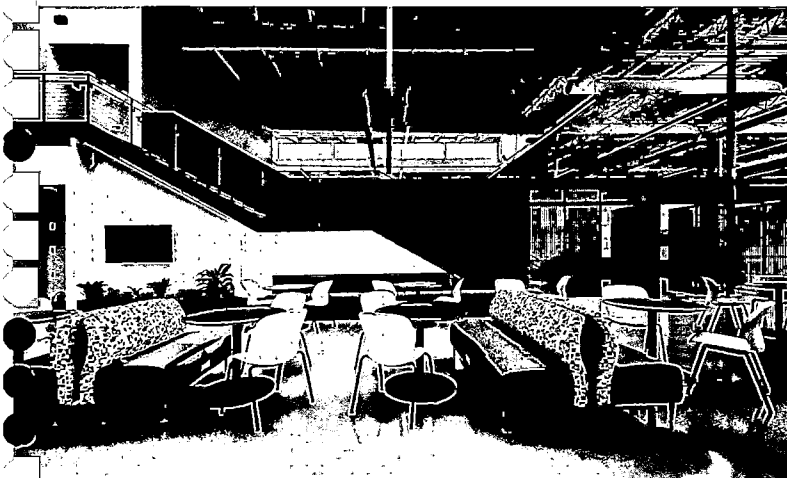
**Hugh Walker**

Deputy City Manager

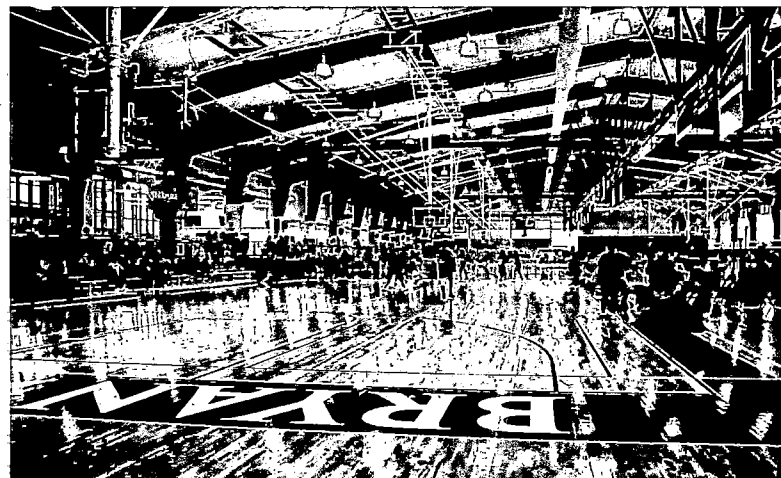
City of Bryan

979-209-5100

hwalker@bryantx.gov



Walker Ranch- Zachry Office Tenant Finish-Out



City of Bryan Legends Event Center



# MATTHEW FONTAINE

## PROJECT MANAGER | EMPLOYEE OWNER

Matthew has invaluable experience on projects where adaptability and flexibility are keys to success. Matthew's planning and strategic analysis skills combined with his solutions driven project approach, make him a valuable asset to your project. As project manager, Matthew will be responsible for day-to-day construction management of the project. His responsibilities will also include specialty contractor coordination, jobsite organization, contract administration, and construction operations.

### BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | \$60,694,928 | 148,000 SF

New, five-level construction with **two story skybridge** to house multiple Brazoria County offices along with the **District Attorney, District Clerk, County Judge, and Commissioners Court, courtroom facilities and holding cells** and other amenities such as a cafe, computer data center and **additional training rooms**

### THE VILLAGE OF SOUTHAMPTON

Houston, TX | \$65,759,814 | 322,695 SF

New **18-level** senior living facility, housing 203 units, including memory care, assisted living and independent living space, in addition to various amenities and a **three-level parking garage**

### METRO NORTHWEST TRANSIT CENTER

Houston, TX | \$30,862,656 | 20 Acres

Transit center with two massive steel-framed canopies; RideStore with transit amenities, such as real-time electronic signage, seating areas, restrooms and bike racks; and **over 200 parking spaces**

### TEXAS CHILDREN'S HOSPITAL SPECIALTY PHARMACY BUILD-OUT

Missouri City, TX | \$18,000,000 | 42,000 SF

Pharmacy build-out in existing warehouse facility including **lobby and office spaces**, new robotic pharmacy and McKesson Conveyor System



## HIGHLIGHTS

- ✓ Proactive Thinker
- ✓ Financial Steward

## YEARS OF EXPERIENCE

6 years in the Industry  
6 years with SpawGlass

## RESIDENCE

Conroe, TX

## EDUCATION

B.S. Construction Science,  
Texas A&M University

## TRAINING

First Aid/CPR

OSHA 10-Hour

OSHA 30-Hour

## REFERENCE

**Karen McKinnon**

Assistant County Engineer

Brazoria County

979-849-5711

Karenm@brazoria-county.com



Brazoria County Administration Building



The Village of Southampton

# CODY JAMES

## SUPERINTENDENT | EMPLOYEE OWNER

Cody has distinguished himself for his ability to navigate complex projects, including multi-story court buildings similar to your project. He will serve as an asset to preparing our team for any potential challenges your project may face and developing solutions that meet your needs to serve our community.

Cody's responsibilities include organization and mobilization of field operations, project planning and documentation of daily activities and inspection of all work for conformance, project safety and project schedule. Cody will coordinate scheduling and expediting of site materials with the owner and the project team, and oversee all on-site activities and maintain a clean site for maximum efficiency, quality assurance/control and safety

### BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | \$69,482,579 | 164,554 SF

New construction of an 83,000-square-foot, five-story **justice center** with **two story skybridge** to house **Adult Probation, County Courts, Justice of the Peace Courts, District Courts, additional future courts, District Attorney, evidence storage, holding cells** and two covered sally ports; additional renovation of 65,000-square-foot existing building

### THE VILLAGE OF SOUTHAMPTON

Houston, TX | \$65,759,814 | 322,695 SF

New **18-level** senior living facility, housing 203 units, including memory care, assisted living and independent living space, in addition to various amenities and a **three-level parking garage**

### TEXAS A&M UNIVERSITY-KINGSVILLE MUSIC EDUCATION COMPLEX

Kingsville, TX | \$52,722,578 | 93,280 SF

New performance hall with auditorium seating for 500 people, stage equipment, performance acoustics and an elegant lobby as well as music education spaces and **faculty offices/studios**

### FROST BANK FRIENDSWOOD FINANCIAL CENTER

Friendswood, TX | Confidential | 5,387 SF

Construction of a freestanding branch bank with four lanes of an attached drive-through including site work with new service connections, building shell, and interior finish out



## HIGHLIGHTS

- ✓ Dedicated Pusher
- ✓ Quality Enforcer

## YEARS OF EXPERIENCE

13 years in the Industry  
9 years with SpawGlass

## RESIDENCE

Brenham, TX

## EDUCATION

B.S. Construction Science,  
Texas A&M University

## TRAINING

First Aid/CPR

OSHA 30-Hour

## REFERENCE

**Karen McKinnon**

Assistant County Engineer

Brazoria County

979-849-5711

Karenm@brazoria-county.com



Brazoria County Justice Center



Texas A&M University Kingsville Music Education Complex

# JIM CHIRDO

## QUALITY CONTROL COORDINATOR | EMPLOYEE OWNER

Jim is known for his attention to detail, communication skills and dedication to quality construction. Jim will be responsible for developing, implementing, documenting and overseeing the site-specific quality control plan. He will ensure all work protocols and procedures conform to the contract documents, specifications and functional performance requirements; and conduct regular quality control inspections.

### CITY OF TEMPLE 1ST STREET GARAGE AND 4TH STREET GARAGE

Temple, TX | \$19,230,365 | 275,504 SF

New construction of **two parking garages**, including 20,000-square-foot level-one storefront space, in downtown Temple with consideration for working in the heart of an **active and occupied area without disruption to daily activities and neighboring operations**

### TEXAS A&M UNIVERSITY POLO ROAD GARAGE

College Station, TX | \$58,671,299 | 546,000 SF

Design-build of **parking structure** with a 1,685-car capacity, including a 71,000-square-foot portion of the building dedicated to **offices** and dining services attached to the garage

### COLLEGE STATION ISD CAREER AND TECHNICAL EDUCATION (CTE) CENTER – PHASE I

College Station, TX | \$6,573,915 | 24,800 SF

New construction of an educational facility to house student animal projects, support areas and a practice arena, including a pre-engineered metal building on a supported slab, new mechanical, electrical and plumbing services and systems, **office space**, animal pens, masonry, miscellaneous steel, site utilities, earthwork and septic system



# CHARLES BARRINGTON

## ASSISTANT SUPERINTENDENT | EMPLOYEE OWNER

As assistant superintendent, Charles will assist the project team in the field through the supervision, inspection, coordination and control of construction activities. His responsibilities will include documentation of daily activities, maintaining the project schedule and monitoring the project safety plan.

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock

### TEXAS A&M UNIVERSITY CORPS DORMS RESTROOM RENOVATION

College Station, TX | \$1,806,605 | 1,490 SF

Fast-paced renovation of three restrooms in three separate buildings in existing Corps of Cadets dormitories on an **active campus**

### COLLEGE STATION ISD CAREER AND TECHNICAL EDUCATION (CTE) CENTER – PHASE I

College Station, TX | \$6,573,915 | 24,800 SF

New construction of an educational facility to house student animal projects, support areas and a practice arena, including a pre-engineered metal building on a supported slab, new mechanical, electrical and plumbing services and systems, **office space**, animal pens, masonry, miscellaneous steel, site utilities, earthwork and septic system

### YEARS OF EXPERIENCE

5 years in the Industry  
2 years with SpawGlass

### RESIDENCE

Bryan, TX

### EDUCATION

U.S. Marine Corps- 10 Years  
B.S. Construction Science,  
Texas A&M University

### TRAINING

First Aid/CPR  
OSHA 30-Hour  
Automated External Defibrillator  
(AED)

### YEARS OF EXPERIENCE

3 years in the Industry  
3 years with SpawGlass

### RESIDENCE

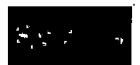
North Zulch, TX

### EDUCATION

United States Air Force- 6 Years  
B.S. Construction Science,  
Texas A&M University

### TRAINING

First Aid/CPR  
OSHA 30-Hour



# DUSTIN WILSON

## CHIEF ESTIMATOR | EMPLOYEE OWNER

Dustin began his construction industry experience with a focus on budgeting and preconstruction services before serving into project management where he led multiple higher education and healthcare projects. Having returned to estimating as a department leader, he will provide budgets and GMP pricing, solicit bids from subcontractors and assist in constructability reviews and value analysis.

### BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION

Angleton, TX | \$156,283,181 | 371,000 SF

Large expansion project including the new construction of **five-level administration building** and single-level emergency operations center; renovation of the existing **justice center, historic courthouse**, and west annex, including extensive MEP upgrades; and **83,000 SF addition to the justice center with two-level skybridge**

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock



#### YEARS OF EXPERIENCE

15 years in Industry  
15 years with SpawGlass

#### RESIDENCE

Houston, TX

#### EDUCATION

B.S. Construction Science,  
Texas A&M University

#### TRAINING

First Aid/CPR  
OSHA 30-Hour



# ANDREW KERBOW

## ESTIMATOR | EMPLOYEE OWNER

As estimator, Andrew will work cohesively with the preconstruction team to ensure all budgeting needs are met.

### TEXAS A&M UNIVERSITY CORPS DORM RENOVATION

College Station, TX | \$123,018,603 | 720,000 SF

Complete demolition and rebuild of nine, **four-level** dormitories, totaling 306,000 SF; new construction of two learning centers with study spaces, **academic support offices**, **conference rooms** and computer labs, totaling 64,000 SF; and renovation of the 350,000 SF of quad/plaza

### TEXAS A&M UNIVERSITY JOHN D. WHITE '70 – ROBERT L. WALKER '58 MUSIC

#### ACTIVITIES CENTER

College Station, TX | \$30,830,386 | 70,733 SF

New construction of a music facility featuring four rehearsal halls, including the 9,400 SF Aggie band hall; 32 individual soundproof practice rooms; nearly 1,000 music instrument lockers, a student lounge and **staff offices** with an artificial turf practice field

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock

#### YEARS OF EXPERIENCE

22 years in the Industry  
10 years with SpawGlass

#### RESIDENCE

College Station, TX

#### EDUCATION

B.S. Construction Science,  
Texas A&M University

#### TRAINING

First Aid/CPR  
OSHA 30-Hour

# GARETT WHEATON, LEED AP, AC

## VICE PRESIDENT, OPERATIONS | EMPLOYEE OWNER

Having worked on some of our largest and most complex construction projects, Garrett will ensure that the project is executed with the best team, within the budget and per the defined schedule. He will be actively involved in preconstruction and operations to ensure the project remains on track and meets owner expectations. His attention to detail, communication skills and dedication to quality construction will offer the best leadership to ensure this project's success.

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock

### CITY OF TEMPLE 1ST STREET GARAGE AND 4TH STREET GARAGE

Temple, TX | \$19,230,365 | 275,504 SF

New construction of **two parking garages**, including 20,000-square-foot level-one storefront space, in downtown Temple with consideration for working in the heart of an **active and occupied area without disruption to daily activities and neighboring operations**

### TEXAS A&M UNIVERSITY CORPS DORM RENOVATION

College Station, TX | \$123,018,603 | 720,000 SF

Complete demolition and rebuild of nine, **four-level** dormitories, totaling 306,000 SF; new construction of two learning centers with study spaces, **academic support offices, conference rooms** and computer labs, totaling 64,000 SF; and renovation of the 350,000 SF of quad/plaza

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### HOBBY AIRPORT GARAGE

Houston, TX | \$49,383,845 | 1,000,000 SF

Four-level, cast-in-place **parking garage** designed to accommodate 3,000 cars with an **elevator lobby** and **pedestrian bridge**

### TEXAS A&M UNIVERSITY POLO ROAD GARAGE

College Station, TX | \$58,671,299 | 546,000 SF

Design-build of **parking structure** with a 1,685-car capacity, including a 71,000-square-foot portion of the building dedicated to **offices** and dining services attached to the garage



## HIGHLIGHTS

- ✓ Operational Strategist
- ✓ Knowledgeable Mentor

## YEARS OF EXPERIENCE

22 years in the Industry  
22 years with SpawGlass

## RESIDENCE

College Station, TX

## EDUCATION

B.S. Agricultural Systems  
Management,  
Texas A&M University

## TRAINING

American Institute of  
Constructors Associate  
Constructor (AC) Certification  
(Level 1)

LEED Accredited Professional

First Aid/CPR

OSHA 30-Hour

# SARAH ACCURSO

## CONTRACT ADMINISTRATOR | EMPLOYEE OWNER

Sarah has a passion for building relationships with business partners and including small and minority subcontractors and suppliers in SpawGlass projects, regardless of whether participation is required or not.

### CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

Bryan, TX | \$43,306,956 | 122,416 SF

New event facility with eight competition-level basketball courts that can convert into sixteen volleyball courts, full-size catering kitchen, concessions area, e-gaming area, **office space**, indoor turf care and **multiple flex spaces**. Exterior amenities include (4) sand volleyball courts, artificial turf lawn, retaining walls, hardscape, site lighting, pedestrian bridge, boathouse foundation, boat ramp, and floating dock

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New construction of **two parking garages**, including 20,000-square-foot level-one storefront space, in downtown Temple with consideration for working in the heart of an **active and occupied area without disruption to daily activities and neighboring operations**



# ROGER BERRY

## PRESIDENT, HOUSTON DIVISION | EMPLOYEE OWNER

Throughout his career, Roger has led projects with complex scope and building systems, allocating resources and providing management support to project teams. As vice president of operations, he is responsible for oversight of all projects within the division. He attends all project review meetings and makes regular visits to the jobsite to review project progress, quality and compliance with contractual requirements.

### BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION

Angleton, TX | \$156,283,181 | 371,000 SF

Large expansion project including the new construction of **five-level administration building** and single-level emergency operations center; renovation of the existing **justice center, historic courthouse**, and west annex, including extensive MEP upgrades; and **83,000 SF addition to the justice center with two-level skybridge**

### EAST MONTGOMERY COUNTY CONVENTION CENTER

New Caney, TX | \$125,000,000 | 209,988 SF

New, **two-level** convention center that includes a multipurpose exhibit hall, 14 meeting rooms, **lobby** and prefunction areas, **administrative offices** and **support areas** to support rapidly growing community

### BEN TAUB HOSPITAL EMERGENCY CENTER RENOVATION

Houston, TX | \$36,567,056 | 87,100 SF

Renovation to provide 101 new patient treatment spaces and **support spaces** as well as the integration of radiology capabilities in an active Level 1 trauma center's emergency department in the Texas Medical Center

### YEARS OF EXPERIENCE

6 years in the Industry

6 years with SpawGlass

### RESIDENCE

Snook, TX

### EDUCATION

M.A. Kinesiology,  
Sam Houston State University

B.S. Kinesiology and Health,  
Sam Houston State University

### TRAINING

OSHA 10-Hour

### YEARS OF EXPERIENCE

40 years in the Industry

40 years with SpawGlass

### RESIDENCE

Pearland, TX

### EDUCATION

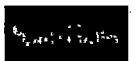
B.S. Building Construction,  
Texas A&M University

### TRAINING

American Institute of Constructors Certified Professional Constructor (CPC) Certification (Level 2)

First Aid/CPR

OSHA-30 Hour



## FULL PROJECT SUPPORT

*e. The County does not require a Respondent to have or establish an office in Brazos County. However, the County expects the successful Respondent and all members of the project team to make a significant commitment to servicing the Project, regardless of their geographic proximity to Brazos County. Describe specifically the procedures the prime Respondent and each of the other listed team members will employ to ensure that the Project and the County are thoroughly supported from the earliest preconstruction stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.*

SpawGlass will manage this project from our **local office in College Station, TX**. Having a **local office** ensures a more efficient decision-making process. We take pride in offering our clients a **local, Brazos Valley team** that is invested in the success and growth of Brazos County from preconstruction, through warranty, and beyond. **The SpawGlass project team is local to the Brazos Valley and will be dedicated to this project 100%.**



### COMMITMENT TO BRAZOS COUNTY

The following project team is fully committed to Brazos County and will be on-site 100% during construction:

Project Executive - Drew Cain  
Project Manager - Matthew Fontaine  
Superintendent - Cody James  
Quality Control Coordinator - Jim Chirido  
Assistant Superintendent - Charles Barrington

SpawGlass implements multiple programs and processes to ensure that our client is supported throughout the entire process. Every team member on your Brazos County team is an employee-owner. They are driven to provide better and more effective ways to support our clients, because **it's not only their job; it's their company**. The programs and processes we use to ensure Brazos County is supported during this process include the following:

## Team Kick-Off



### What to expect:

Project Executive Drew Cain will schedule Brazos County's Team Kick-Off Work Session immediately upon award. He will include all design consultants, all SpawGlass project team members, building user groups including Precinct 4 Justice of the Peace, Precinct 4 Constable and staff, Adult Probation staff, and any additional stakeholders requested by Brazos County.

During the meeting we will gain a thorough understanding of the project requirements and Brazos County's goals. This is the first step in coordinating a true team partnership which is essential to creating the collaborative approach that make our project's successful. While the guiding principles of the programming document are crucial to understand, we will revisit those to ensure that they still apply or to build further upon them. SpawGlass will put all major project goals onto a client goals poster. Client goals posters are referenced in all preconstruction meetings, posted on the jobsite, meetings and communicated to all subcontractors to remind all team members of our shared goals for a successful project together!



### BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION

#### PROJECT GOALS

Build a Legacy Landmark  
Sustain Top-Notch Quality  
Communicate and Be Proactive  
Maintain the Schedule and Budget  
Provide Honest and Open Feedback



Brazoria County Courthouse Campus Expansion  
Client Goals Poster

## Value Analysis Work Session



### **What to expect:**

The SpawGlass team will schedule a work session early in the project with all key stakeholders. We will ask each discipline's designer (structural, mechanical/electrical, civil, architectural, etc.), along with the team's estimating/scheduling personnel, to present their concept for the design and discuss initial cost, energy efficiency, life cycle cost, maintenance, serviceability, durability, etc.

## Preconstruction Phase Schedule

The initial schedule session, conducted early in the preconstruction phase, will include all members of the design team as well as representatives from Brazos County. This session incorporates all design and preconstruction activities into the schedule and establishes early deliverables.

Preconstruction activities, including design, approval and issuance of documents, are scheduled with the same level of detail as construction activities. Timely completion of design activities equals. We understand the interdependence of construction activities with the timely completion of design activities. We will determine the phasing of the design documents and establish milestone dates for design deliverables to will ensure construction begins on time. The project schedule will be updated regularly during design to track progress as the design is completed.

## Construction Phase Schedule

### **What to expect:**

Prior to the start of construction, **Superintendent Cody James** will lead a second partnering session that will include key specialty contractors. Cody will make all subcontractors aware of the 18-month expected construction duration during project pull plans. He will conduct multiple pull plan sessions with this group to develop and sequence the activities required for construction. Our team will update and maintain the master project schedule and breakdown formats to review on a weekly basis with Brazos County.

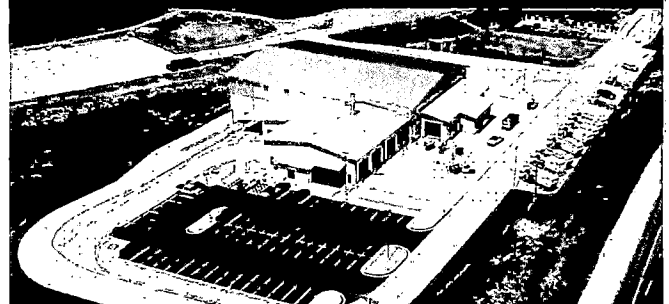
SpawGlass implements lean construction practices and The Last Planner® System to enhance the efficiency of our projects. Lean scheduling is based on maximizing production to keep projects on track, emphasizes respect for all project team members and promotes true collaboration throughout the preconstruction and construction process.

## EARLY RELEASE PACKAGES FOR ON TIME PROJECT START BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION – ANGLETON, TX



After finalizing the phasing plan for the entire Campus Expansion in Spring of 2021, while tracking the growing lead times for structural steel, joist, and decking, SpawGlass immediately began petitioning for the AE team to produce an early release set of documents for these building elements for the Administration Building and Emergency Operations Center. This early release package allowed the preconstruction team to start shop drawing review and material procurement of the structural frame and decking, allowing the project to proceed in December 2021 without substantial delay.

## SUBCONTRACTOR COORDINATION FOR TIMELY COMPLETION CITY OF TEMPLE NEW SOLID WASTE COMPLEX– TEMPLE, TX



On this project SpawGlass was facing delays with the metal building components. The team met with the metal building subcontractor and the mason and worked out how to begin construction of the CMU walls prior to the metal building erection. This coordination allowed other trades to begin their work and ultimately contributed to keeping the project on schedule. The SpawGlass team also coordinated with the metal building subcontractor to have two columns delivered and erected early so that an interior, elevated mechanical area with a precast plank foundation could be constructed. Early erection of these two columns allowed for the walls and precast planks to be installed prior to the rest of the building going up, making what could have been a tricky installation much faster and simpler.







## CLIENT-ORIENTED APPROACH

No matter the size or shape, each project requires an individualized approach.

- Engaged listening, meticulous planning, constant communication and the ability to be flexible and as invisible as possible
- Partnering during preconstruction to ensure we maximize the budget and provide long-term best value
- Planning our construction activities around your needs, ensuring safety, security and privacy; communicating constantly to maximize opportunities and minimize disruptions to ongoing operations



## Project Progression Plan

The Project Progression Plan is a collaborative design planning session that establishes accountability while aligning expectations. The Project Progression Plan sets the path through the preconstruction phase and lays the foundation for a seamless, successful construction phase. **The results are on time or earlier construction starts and maximized design times achieved through strategic bid packaging and more thoroughly vetted design packages.**

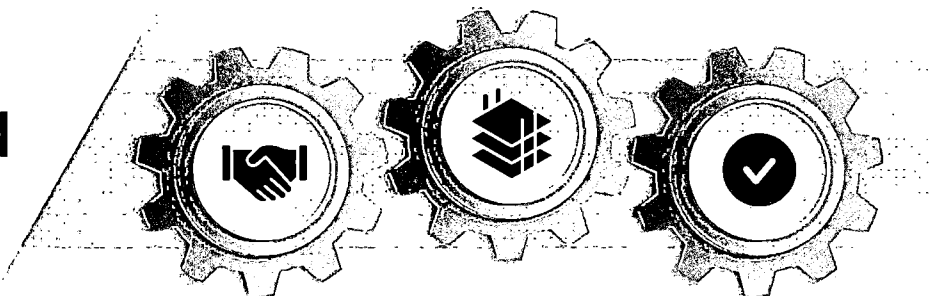
The Project Progression Plan is most effective when the entire design team, owner representatives and SpawGlass team are active participants in the session. SpawGlass will lead the team in establishing the design schedule by leveraging design guidelines and a project bid package strategy to enable construction to start as scheduled or sooner.

In addition, the team will establish expectations for the Building Information Modeling (BIM)/Virtual Design and Construction (VDC) process. Including identifying essential and nonessential items for the design team to model. This helps streamline and plan the work most effectively. SpawGlass encourages the participation of end users and facilities maintenance and operations personnel during preconstruction and the BIM/VDC process through virtual inspection. Beginning with the end users in mind helps the design team become more in tune to the long-term maintenance and functional needs of the facility.

Following the initial planning session, we recommend weekly check-ins to analyze progress, review constructability items and budgets, discuss issues, reconcile costs and perform value analyses. This will ensure everyone is being held accountable, moving in the same direction and working toward the team's common goals, in a constant rhythm.

# PROJECT PROGRESSION PLAN

MAXIMIZE DESIGN TIME +  
DRIVE CONSTRUCTION START



### SECURE COMMITMENTS

- Communicate design guidelines and expectations clearly
- Outline roles and responsibilities
- Develop lean schedule for design
- Determine bid package strategy and design priority

### ESTABLISH BIM/VDC EXPECTATIONS

- Identify essential objects to be modeled
- Outline model update change management criteria
- Create data exchange policy
- Establish naming conventions to be utilized within models
- Define preconstruction design coordination schedule and criteria

### STAY ON TRACK

- Hold weekly check-ins
- Facilitate timely decision making

## Bi-Weekly Project Updates



### What to expect:

Every other week, **Superintendent Cody James** and **Project Manager Matthew Fontaine** will provide Brazoria County with a one page project update including current jobsite activities, upcoming activities, and progress photos.

We understand projects like these are highly anticipated. These concise, visual project updates provide the county with a quick glance at the progress of the project and can be used as a transparent way to share information with other stakeholders or the public.

## THE SPAWGLASS WAY

Every team member for your 101 North Texas Avenue project is an employee owner, meaning they are directly invested in your project's success. Our employee owners have developed a project standard for success, based on elements of The SpawGlass Way—

**Build Trust;**

**Live Teamwork;**

**Think Like an Owner;**

**Be Professional and**

**Be Passionate.**

Centered on effective, active communication in all we do, this process is the foundation for our corporate culture and philosophy. Your success is our success.

**BRAZORIA COUNTY**  
**Courthouse Campus Expansion**

Emergency Operations Building	Administration Building
<p><b>Current</b></p> <p>With the slab-on-grade complete, the project focus shifts to site utility work and construction of the exterior walls:</p> <ul style="list-style-type: none"> <li>Exterior CMU block wall installation</li> <li>Water/Fire line extension from Locust Street</li> <li>Preparation for structural steel delivery</li> </ul> <p><b>Upcoming</b></p> <ul style="list-style-type: none"> <li>Structural steel erection</li> <li>New sanitary line extension</li> </ul>	<p><b>Current</b></p> <p>The projects focus remains on the building foundations with the auger cast piles nearing completion and the installation of pile caps:</p> <ul style="list-style-type: none"> <li>Complete auger cast piles and demobilize drilling rig</li> <li>Form and pour pile caps</li> <li>Lime stabilization of parking lot</li> </ul> <p><b>Upcoming</b></p> <ul style="list-style-type: none"> <li>Continue pile cap installation</li> <li>Begin building pad backfill</li> <li>Rough in underground utilities under parking lot</li> </ul>

Brazoria County Courthouse Campus Expansion Project Update  
February 2, 2022

**BRAZORIA COUNTY**  
**Courthouse Campus Expansion**

**Justice Center**

The SpawGlass team is putting the finishing touches on the Justice Center and preparing to hand the project over. We hope to have provided Brazoria County the absolute best construction experience, while helping you bring your Brazoria County Courthouse Campus Expansion project vision to life.

<p><b>Current</b></p> <ul style="list-style-type: none"> <li>Level 1: punch list, furniture</li> <li>Level 2: punch list, furniture</li> <li>Level 3: punch list, furniture</li> <li>Level 4: punch list, furniture</li> <li>Level 5: punch list</li> <li>Exterior: punch list</li> </ul>	<p><b>Upcoming</b></p> <ul style="list-style-type: none"> <li>Owner move in</li> </ul>
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Brazoria County Courthouse Campus Expansion Project Update  
November 14, 2024



Brazoria County Administration Building Lobby

## SECTION 4

### TECHNICAL MANAGEMENT APPROACH

#### TECHNICAL COMPETENCE FOR CMAR

*a. Describe your firm's demonstrated technical competence and management qualifications for CMAR projects.*

**SpawGlass' management methodology and approach is based upon teamwork, collaboration, trust and communication. With the construction manager-at-risk (CMAR) delivery method, the opportunity for a successful project is greatly increased because it will promote close collaboration among Brazos County, SpawGlass and the design team from the earliest stages of design. This will ensure the project is set up for success before construction begins, allowing for more predictable outcomes.**

When we gather around a table to make decisions as a team, we create innovative solutions that lead to greater cost savings and more efficient schedules.



When selected for this project, our proposed SpawGlass team will be an extension of Brazos County. We will be honest, trustworthy, transparent and always a good steward of your money. Our goal is deliver a successful project that will allow you to better serve our growing community.

Here's how we do it:



#### Teamwork

It's all about the team! We will conduct regular team meetings and set clear project goals that define what a successful project looks like to you and your stakeholders.



#### Collaboration

We will listen and understand everyone's viewpoint and utilize our strong reputation in the Brazos Valley subcontracting community to get better pricing and proven performers on the team.



#### Trust

Our team will build trust by being transparent in all transactions, providing updates on delivery dates for critical items and estimates at each stage of drawings and specifications.



#### Communication

Early and often! We will discuss the project phasing with Brazos County and all stakeholders to maximize performance while minimizing disruption. Great phasing plans save time, money and headaches for our clients.

***OUR GUARANTEE:***  
***The Absolute Best***  
***Construction Experience***

### Aligning Design with Your Goals and Needs

Our preconstruction team will serve as the gatekeeper for the design, ensuring the designers are listening and incorporating your input. Above all, we will ensure the design of the your 101 N. Texas Avenue project maximizes the budget while addressing the program space outlined in the program of requirements. Our team will take diligent notes during the design meetings and point out to the team if at any time the design is not complying with the program or your budget. **We truly understand your desire to maximize the project's budget and create the most secure and functional building to support Brazos County's judicial and justice programs.** As your CMAR, we will make sure the design addresses your vision.

### Cost Control of the Design

We have established our ability to respectfully advise and hold the design team accountable for the financial impact their design decisions have on the budget to prevent unforeseen cost escalation that would lead to a reduction in the scope of this project. SpawGlass will keep the design team and Brazos County constantly informed of both negative and positive impacts to the budget as changes to the design occur. We are able to price items "on the fly," to offer real-time feedback to the design team so that decisions can be made efficiently. We will utilize our historical cost and the BIM model as tools to provide timely, precise and realistic budget feedback.



Flexible Courtroom Seating at Comal County Landa and Annex Building

### Facilitation of Design Packaging to Expedite Project Delivery

SpawGlass will establish bid packaging and design timeline recommendations to maximize efficient project delivery as we believe a staged issuance of the drawings is imperative. We will focus our efforts as a team to identify these bid issuance opportunities. Rapid feedback from the owner and design team will be necessary for us to move forward.

### Preconstruction Services Benefits

Focus Area	Major Tasks
Schedule and Lead Time Analysis	We carefully evaluate material lead times and share this information with stakeholders to ensure the design aligns with the project schedule and material availability. As your construction manager, we work to deliver a design that meets your timeline. For example, during the City of Bryan Legends Event Center project, our team identified a preconstruction issue with the availability of bar joists. To avoid delays, we recommended using steel beams instead, which allowed the project to stay on schedule.
Maximum Project Value	SpawGlass provides a thorough cost analysis of alternatives. We can then maximize the project scope by thoughtfully allocating project dollars. During preconstruction for the Texas A&M University locker room renovation, our project team provided value engineering solutions of 5.3% of the base bid in order to meet the budget and keep the project moving forward.
Reduction in Construction RFIs	Throughout preconstruction, our project team continually communicates with the design team. Any questions and/or issues are ironed out before a shovel hits the ground. On the Texas A&M University Music Activities Center project, the project team provided over 40 comments during the schematic design (SD) phase that helped improve the project design and prevented ambiguity and future questions. One very beneficial comment adjusted the routing of underground lines to transfer into green space versus under a parking lot. This will prevent any issues for the University if the lines ever need to be repaired or expanded.
Increased Subcontractor Engagement	We communicate early with the local subcontracting community early in efforts to generate interest and ensure multiple competitive bids for each scope of work. We provide detailed bid packages for each scope of work and conduct pre-bid meetings to create awareness, competition and a level playing field to subcontractors.



### Early Partnering Sessions

By leading regular meetings and remaining constantly available, we focus on understanding your project goals, expectations, and constraints. This allows us to actively manage your project, establish the budget, and address potential schedule impacts.



### Project Progression Plan

SpawGlass will meet with you, your key stakeholders and the design team to establish a design schedule that considers all constraints and bid package strategy, establishes design guidelines and outlines expectations for operational technology, particularly Building Information Modeling (BIM)/ Virtual Design and Construction (VDC).

## PRECONSTRUCTION SERVICES PLAN OVERVIEW



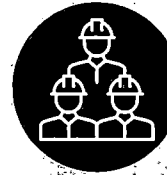
### Constructability Reports

Constructability comments will be generated during preconstruction through collaboration of the project team, key subcontractors and your key staff and stakeholders. Reports will be available in real time allowing you to make informed and timely decisions.



### Pending Issues Report

Our team will use this document to record, track and assign responsibility on preconstruction phase issues.



### Strategic Subcontractor Alliances

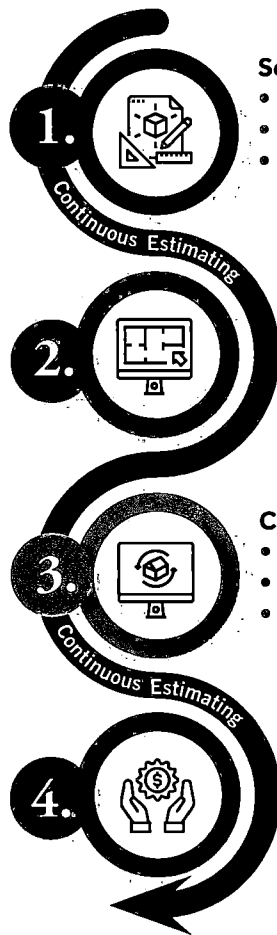
We have the relationships with subcontractors in the local area to assist with budget control, realistic scheduling and identification of early-procurement items.



### Estimating Services

SpawGlass will oversee the development of detailed estimates. With a thorough understanding scope of work, we can track the design through the preconstruction process and ensure that the estimate remains within the projected budget. This will include offering potential value engineering and construction alternatives.





#### Schematic Design (SD)

- Initial cost estimate in CSI format
- Based on minimal known project data
- Uses historical data, cost database and input from key subcontractors

#### Design Development (DD)

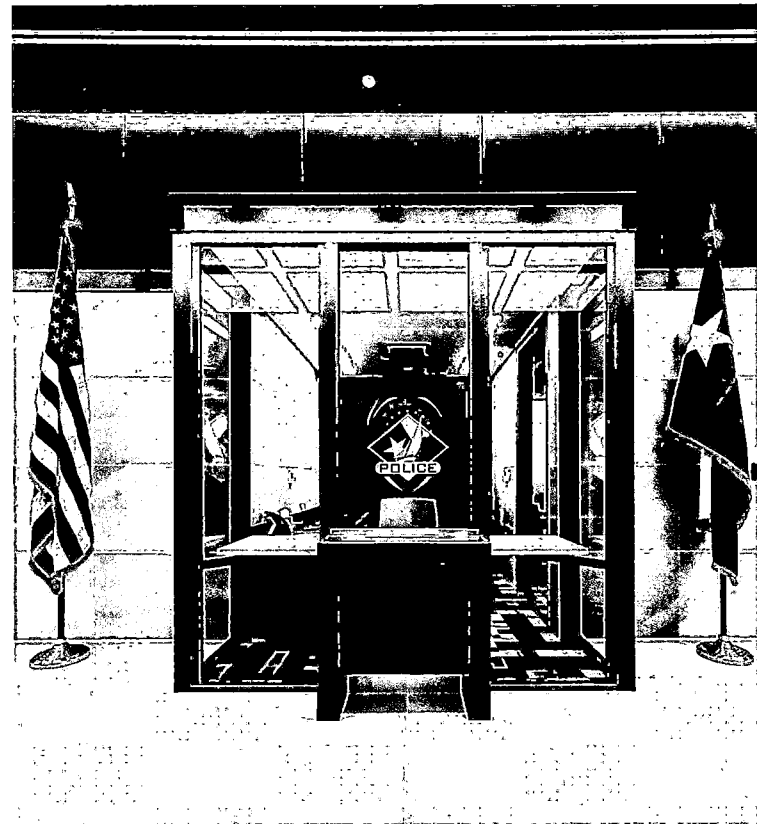
- Detailed estimate with units and quantities
- Early bid packages
- Adjustments to maintain budget

#### Construction Documents (CD)

- Bid packages
- Subcontractor solicitation
- Constructability and value engineering as needed to maintain budget

#### GMP Estimate

- Includes breakdown of estimated costs organized by categories
- *May occur earlier in the preconstruction phase*



City of Lakeway Police Department Secure Main Lobby

### Cost Estimating Best practices

Based on our recent, similar projects with government clients, we have developed best practices for providing accurate cost estimates that maximize your desired scope and optimize your budget. These best practices include the following:

Work with design team to plan list of add alternates that could enhance the project if bidding competition produces significant savings

Develop baseline project cost model from program of requirements (POR) prior to design

Lead "target-based design" from design team, with scope developed in conjunction with program requirements and a target cost early

When using a third-party cost consultant, pre-plan and discuss estimate structure and unique project aspects prior to estimate reconciliation

Ensure broad participation of major subcontractor trades during GMP

Deliberate on advantages of early involvement of trade partners in design

Establish design and review schedules that allow for increased evaluation and buy-in time from the owner and end users

Clearly define and follow lines of communication and approval for scope modification



## KEY STRATEGIES FOR SUCCESS IN PRECONSTRUCTION

1. We will validate the initial program requirements early to ensure alignment with the project's objectives, scope, budget, and timeline, allowing for prompt adjustments if needed.
2. By applying the 90/10 rule, we will focus on the top priorities that have the greatest impact, ensuring efficient resource allocation and minimizing risks.

## COMMUNICATION PLAN

*b. Provide your communication plan and demonstrate how you will interface with the County, Owner's Representative, Architect, and Consultants to enhance the planning, design, and construction processes of this Project. If you plan to utilize a Project Management Information System (PMIS), please indicate the platform you plan to use on this project.*

At the onset of the project, we propose a kickoff meeting with all stakeholders to review the documents, identify Brazos County's project goals and establish clear lines of communication. After this meeting, we propose weekly work sessions throughout design and construction.

Our project team will use a decision tracking system during preconstruction to ensure information flows continuously between Brazos County, SpawGlass and the design team. To provide timely cost advice, it will be essential to agree on a uniform cost estimating framework. This will allow us to maximize efforts in providing comprehensive cost estimates, and allow stakeholders to more completely understand the cost estimates.

We will work together with the design team and hold weekly meetings to review and discuss project progress. We will provide continual updates to an issues log and meeting minutes to assign accountability for tasks to be completed by each team member. Schedules will be reviewed down to the deadline of document production. Prior to turning over any documents for review, a draft set will be distributed to all team members. Within two days, the team will review and provide feedback and constructability comments, which will be included in Brazos County's document set. We will also conduct team meetings to review shop drawings to ensure compliance with the program specifications.

Our planning is enhanced by utilizing team members who have done similar work on previous projects and bring valuable insight to the preconstruction process. Their expertise also brings a wealth of best practices and creative solutions for mechanical, electrical and plumbing (MEP) systems, including considerations for full life cycle maintenance issues and costs. At the end of the preconstruction phase, any unresolved issues will become RFIs, ensuring our team is able to track and address them.

We utilize our Virtual Design and Construction (VDC) processes in collaboration with architects, owners and subcontractors to enhance our preconstruction services and integrate the design and construction phases of our projects.

We also utilize Building Information Modeling (BIM) to coordinate and perform clash detections for materials and equipment incorporated into the building.



### **BIM/VDC Coordinator Bryant Carrasquillo**

will oversee the entire BIM process on this project. He is a proficient user of Revit, Navisworks, Innovaya, Sketch- Up, AutoCAD and many other BIM related software. He will work with **Project Manager Matthew Fontaine** and the design team to resolve any potential issues in the shop drawings



and fabrication documents through clash detection. He is proficient in the many ways BIM can be used to aid in the maintenance of the facility. During preconstruction, he will work with the SpawGlass team, our consultants and subcontractors to pull all the building components together and serve as a second set of eyes for the design before construction begins.

### **Project Management Software: Procore**

- Request for Information Log
- Transmittal Log
- Subcontracts
- Request for Pricing
- Submittal Log
- Accounting
- Owner Billing

**PROCORE**<sup>TM</sup>  
CLOUD-BASED CONSTRUCTION SOFTWARE

## RECORDS, REPORTS, MONITORING SYSTEMS

c. Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

Specific monitoring systems and techniques our teams utilize are summarized below and sorted by the respective project control aspect:

A good Project Management Information System (PMIS) supports the natural construction project workflow, helping manage day-to-day business processes faster and more effectively. Keeping the entire project on the same page is crucial, and a good PMIS supports this through efficient document control, photos, meeting minutes, daily logs, submittal documents, RFIs, and cost control measures. **SpawGlass will utilize Procore as the PMIS for this project.**

Monitoring System(s)	Tracking	
<b>Estimating</b> CostOS Pantera On-Screen Takeoff	<ul style="list-style-type: none"> <li>• Conceptual Budgets</li> <li>• Progress Estimating</li> <li>• Schematic Design Estimate</li> <li>• Design Development Estimate</li> <li>• GMP Estimate</li> </ul>	<ul style="list-style-type: none"> <li>• Model Based Estimation</li> <li>• Full Document Competitive Bid Estimate</li> <li>• Revit Integration</li> <li>• Quantity Take-off Schedules</li> </ul>
<b>Scheduling</b> Primavera P6 The Last Planner System	<ul style="list-style-type: none"> <li>• Master Project Schedule</li> <li>• Design Schedule</li> <li>• Fast-Track Schedule</li> <li>• Progress Schedule Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Six-Week Look Ahead Schedule</li> <li>• As-Built Schedule</li> <li>• Navisworks (4D Scheduling)</li> <li>• Weekly Work Plans</li> </ul>
<b>BIM/ Constructability/ Value Engineering</b> Autodesk Revit Navisworks Google Sketch-Up Google Earth Bluebeam Studio	<ul style="list-style-type: none"> <li>• Modeling</li> <li>• 3D Walk-Throughs</li> <li>• Clash Detections</li> <li>• 3D RFIs</li> </ul>	<ul style="list-style-type: none"> <li>• Model Fly-Throughs</li> <li>• Trade Coordination</li> <li>• Site Views</li> <li>• Site Logistics Planning</li> </ul>
<b>Quality Management/ Safety</b> Procore PowerBI Dashboards	<ul style="list-style-type: none"> <li>• Safety Inspections</li> <li>• Daily Job Safety Analyses (JAS)</li> <li>• Incident Reporting</li> <li>• Safety Metrics Dashboard</li> <li>• Bi-Monthly Mock OSHA Inspection</li> <li>• Site-Specific Safety Plans</li> <li>• Quality Metrics Dashboard</li> <li>• Quality Observations</li> <li>• Feature of Work Log</li> <li>• Subcontractor Qualifications</li> </ul>	<ul style="list-style-type: none"> <li>• Preparatory Meeting Documentation</li> <li>• Subcontractor Quality Plans</li> <li>• Testing &amp; Inspections</li> <li>• First Work in Place Inspections</li> <li>• Non Conformance Reporting</li> <li>• Material Verification</li> <li>• Field Observation Reports</li> <li>• Warranty Tracking</li> </ul>
<b>Project Management</b> Procore CMiC* Client Requested/Provided Softwares <i>*We intend to utilize Procore project management software for your 101 North Texas Avenue Project.</i>	<ul style="list-style-type: none"> <li>• Daily Logs</li> <li>• Labor Management</li> <li>• Full Cost Control</li> <li>• Meeting Agendas and Minutes</li> <li>• Cost-Substantiated Billings</li> <li>• Change Management</li> <li>• Cost Reports</li> <li>• Project Contacts Directory</li> </ul>	<ul style="list-style-type: none"> <li>• RFIs</li> <li>• Submittal Management</li> <li>• Transmittals</li> <li>• Document Management</li> <li>• Punchlists</li> <li>• Wage Rate Compliance Tracking</li> <li>• Insurance Compliance Tracking</li> </ul>
<b>Other Reporting and Softwares</b>	<ul style="list-style-type: none"> <li>• Material Tracking Log</li> <li>• Commissioning Tracking</li> <li>• Inclement Weather Tracking</li> <li>• Constraint Log</li> </ul>	<ul style="list-style-type: none"> <li>• Buyout Log</li> <li>• Preconstruction Pending Issues Report</li> <li>• AutoCAD (field engineering/layout)</li> </ul>



## Samples

### Material Verification

Project: 00208150 | Request Email: Cy - Luper  
 8031 Corporate Dr  
 Suite, Torrey Pines Rd  
 P (415) 661-8000  
 F (415) 661-4530  
 2024 Midland Park Blvd  
 Bryn, Torrey 77800

## Inspection [SpawGlass] Material Verification #22

1507/20	15	1	50	4
Items Inspected	Confirming	Deficient	N/A	Insured

Type: \_\_\_\_\_ Quality: \_\_\_\_\_ Status: \_\_\_\_\_ Closed by: Charles Barrington on 12/22/23  
 Location: Call LCI - Exterior Amenities/Landscape Core Construction  
 Open Section: \_\_\_\_\_ Created By: Charles Barrington  
 Linked Drawings: \_\_\_\_\_  
 Description: Tensarized Fabric Glass Structures  
 Attachments: [Material Verification Checklist](#)  
 Inspection Details  
 Inspection Date: Nov 28, 2023  
 Due Date: \_\_\_\_\_  
 Inspection Coordinator: Drake Strick, Inc. dba USA Shade & Fabric Structures  
 Assignees: Cullen Schuman, Charles Barrington

### Materials Being Verified 1

2 Insured 7 Confirming 1 Deficient 8 N/A  
 4.1 Material: Tensarized Fabric Glass Structures  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 Charles Barrington (SpawGlass Construction Corp) responded with Columns on Nov 28, 2023 at 04:28 PM CDT

4.2 Insured: N/A  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 11/31 21:00:04  
 Charles Barrington (SpawGlass Construction Corp) responded with Columns on Nov 28, 2023 at 04:44 PM CDT

4.3 Material: Tensarized Fabric Glass Structures  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 Charles Barrington (SpawGlass Construction Corp) responded with Photos on Nov 28, 2023 at 04:44 PM CDT

4.4 Material: Tensarized Fabric Glass Structures  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 Charles Barrington (SpawGlass Construction Corp) responded with Photos on Nov 28, 2023 at 04:44 PM CDT

SpawGlass Page 1 of 4 Printed On: Dec 6, 2024 10:34 AM CDT

### Exterior Amenities

☐ N/A  
☐ N/A

### Exterior Amenities

☐ N/A  
☐ N/A

### Exterior Amenities

☐ N/A  
☐ N/A

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☐ N/A

☐ N/A  
☐ N/A

### Materials Being Verified 2

2 Insured 7 Confirming 8 Deficient 6 N/A  
 4.1 Material: Tensarized Fabric Glass Structures  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 Charles Barrington (SpawGlass Construction Corp) responded with Photos on Nov 28, 2023 at 04:44 PM CDT

4.2 Insured: N/A  
 Activity: 1 Response Change, 8 Assessment, 9 Photos, 9 Comments, 9 Observations  
 11/31 21:00:04  
 Charles Barrington (SpawGlass Construction Corp) responded with Photos on Nov 28, 2023 at 04:44 PM CDT

SpawGlass Page 2 of 4 Printed On: Dec 6, 2024 10:34 AM CDT

Charles Barrington (SpawGlass Construction Corp) responded with Photos on Dec 3, 2023 at 03:57 PM CDT

SpawGlass

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### Baseline Schedule.

[illegible]

## Material Tracking Log

[illegible]

## Pre-installation Meeting

Page 1 of 8

**SpawGlass Construction Corp.**  
**ADMINISTRATION Building Exterior Envelope Preinstallation**  
**Conference**  
**4020043 – Brazoria County Courthouse Campus Expansion**  
**Tuesday, June 14, 2022 1:00 PM**

Attendees			
Name	Company	Name	Company
Aaron Bradford	SpawGlass	Paul Kulinan	AGOM
Byron Dees	SpawGlass	Bob Dohmer	AGOM
Mike Gynum	SpawGlass	Matt Graves	AGOM
Matthew Fontaine	SpawGlass	Shawn Howard	Buritt
Felony Luter	SpawGlass	Richard Smith	PCI
Roger Barry	SpawGlass	Karl Schack	PCI
Marcus McClintock	Terracon	Tim Blackwell	Momentum
David Hendrick	Brazoria County	Michael Landry	CDC
Matt Hanks	Brazoria County	Nathan Brandt	Burditt
Karen McDougall	Brazoria County		
Charles Hunter	SpawGlass		
Johnathan Buck	SpawGlass		
Matthew Lazama	SpawGlass		
Aaron Bradford	SpawGlass		
Jim Morton	March		
Tyler Kutmarek	SpawGlass		

**Agenda**

**Safety**

- Most of the exterior work will be at heights or out of lifts. All of SG/OSHA safety policies must be followed for elevated work.
- Proper PPE must be worn. At a minimum you must have Hard hat, Safety vest, Glasses, closed toe shoes, long pants, and sleeved shirts. Gloves are worn while performing any task.
- During GH work you must protect the area below by having a spotter or flagging down below. Good practice is to have tool laydowns and hand has with chin straps.
- Spring Stages: Proper training for those who operate and move the spring stages.

Exceptions taken to the information contained within these minutes shall be issued to the SpawGlass in writing within three (3) days after receipt, otherwise, the minutes shall stand as written.

- Approved as noted
- Fluid applied air barrier
  - Perm-A-Barrier
  - Product data approved as noted
- Nondissimulus self-adhering air barriers
  - Perm-A-Barrier wall flashing
  - HT Grace Ice and water shield
- Flashing
  - Flashing color is Clear and/orized where the windows meet CWP

Exceptions taken to the information contained within these minutes shall be issued to the SpawGlass in writing within three (3) days after receipt, otherwise, the minutes shall stand as written.

**Exterior Framing Cold-Formed Stud Framing 05-40-00**

Exceptions taken to the information contained within these minutes shall be issued to the SpawGlass in writing within three (3) days after receipt, otherwise, the minutes shall stand as written.

- membrane or repaired with a lean mortar mix or non-shrink grout per manufacturer.
- Transitions must be made with perm-a-barrier detail membrane or perm-a-barrier aluminum flashing.

Exceptions taken to the information contained within these minutes shall be issued to the SpawGlass in writing within three (3) days after receipt, otherwise, the minutes shall stand as written.

## Mock OSHA Inspection

[illegible]

## REVIEWING DOCUMENTS

*d. Identify your personnel responsible for reviewing design and construction documents for completeness and constructability. Describe what methods you employ for coordination and distribution of construction documents during design and construction phases to ensure quality while mitigating subcontractor change order requests.*

### Cost

**Chief Estimator Dustin Wilson, Estimator Andrew Kerbow, Project Executive Drew Cain and Project Manager Matthew Fontaine** will continually review all documents, from formal drawings and three-dimensional models to casual sketches - all from a budget perspective. They will identify and project scope changes that will affect cost, safety, schedule and quality to develop bid packages.



### Schedule

**Superintendent Cody James** with the support of **Project Manager Matthew Fontaine** and **Assistant Superintendent Charles Barrington**, will lead the review of documents with a focus on how to best formulate the construction sequencing for the project's schedule. All schedule iterations will take into account Brazos County's 18-month anticipated construction duration.



### Constructability

**Superintendent Cody James** with the support of **Project Executive Drew Cain, Project Manager Matthew Fontaine, Assistant Superintendent Charles Barrington, and Quality Control Coordinator Jim Chirido** will review the documents for constructability. They will provide feedback to optimize labor, materials and processes and offer solutions that enhance safety, quality, timeliness and budgets.



### Constructability Review Overview

Focus Area	Major Tasks
Documents	<ul style="list-style-type: none"> <li>• Complete review of all project documents during the design process – plans, specifications and any supplemental reports (geotechnical, etc.)</li> <li>• Raise questions about incomplete/erroneous/ conflicting information (eliminate assumptions)</li> <li>• Address missing details that are still required and construction details that do not work</li> <li>• Recommend revisions and/or additions to the documents</li> <li>• Review the organization and flow of the contract documents themselves for ease of subcontractors to understand and follow</li> </ul>
Structure and Materials	<ul style="list-style-type: none"> <li>• Review all structural systems, especially in regards to sequence and accessibility; in some cases, a third-party peer review may be warranted for items, such as pre-engineered systems</li> <li>• Review building envelope and weatherproofing (our policy is to employ an independent consultant to review building envelope details on all of our projects and provide, at a minimum, a written report of all findings and recommendations)</li> <li>• Cross-reference civil, structural and architectural drawings with mechanical, electrical and plumbing (MEP) drawings</li> <li>• Review all mechanical, plumbing and electrical systems, including all equipment schedules, space requirements, code required services and maintenance access</li> <li>• Read and evaluate specifications to determine material and installation requirements</li> <li>• Review all special systems</li> <li>• Review all sole source materials</li> </ul>
Schedule	<ul style="list-style-type: none"> <li>• Comment on construction sequence and schedule implications</li> <li>• Thoroughly evaluate project schedule versus allowable contract time</li> </ul>

## PROJECT COMMUNICATION METHODS

*e. Describe how your project team will engage the County within the project communication methods to obtain buy-in and approval at the appropriate phases to keep the project on schedule.*

Our goal throughout project and will be to keep Brazos County informed. We understand that current and accurate information will be required for Brazos County to make good, informed decisions for the project. A regular cadence of project meetings is imperative to ensure that information is discussed frequently so that informed decisions can be made and do not become a constraint to the overall project schedule.

We will monitor all project costs through Procore. This fully collaborative platform provides transparency throughout the delivery of the project through items such as meeting minutes, RFI logs, submittal logs, pay applications, potential change items, contingency logs, updated cash flow curve on a monthly basis, and tracking of closeout items.

Additionally, we will include the following reports in our monthly request for payment:

### Executive Summary

A multi-page recap of important construction activities that occurred during the past month, goals for the month ahead and key issues the project is facing that may affect schedule, budget or quality

### Schedule Reports

Generated by selecting activities from our CPM schedule and displaying them in a clear, concise format; such reports will include owner activities, critical activities, milestone activities, submittal log and RFI log

Our team will work to continually engage all stakeholders, coordinate construction activities and deliveries, while exceeding expectations for a smooth-running project without disruption to ongoing operations. Our project team will be available for stakeholder meetings to discuss the construction sequencing, the construction process and stakeholder concerns.

We will utilize several forms of communication, including:

- Meeting agendas provided in advance
- Electronic issuance of meeting minutes
- Email and telephone correspondence
- Direct communication in person with all parties



## CLIENT-ORIENTED APPROACH

No matter the size or shape, each project requires an individualized approach.

- Engaged listening, meticulous planning, constant communication and the ability to be flexible and as invisible as possible
- Partnering during preconstruction to ensure we maximize the budget and provide long-term best value
- Planning our construction activities around your needs, ensuring safety, security and privacy; communicating constantly to maximize opportunities and minimize disruptions to ongoing operations

We will implement the following steps to keep all stakeholders informed:

1. Develop a construction phasing schedule with input from Brazos County, the design team and stakeholders, illustrating workflow throughout construction. Keeping this schedule simple and precise will provide a big picture view of how we plan to sequence the work.
2. Review phasing schedule with the Brazos County, the design team and stakeholders to provide advanced notice of project workflow from beginning to end.
3. Breakdown each phase into a Six-Week Look Ahead (SWLA) schedule and distribute the work area notice information to the team and stakeholders so they can prepare for the upcoming activities. (We will conduct regular meetings to determine best time frame to perform the activities included on the schedule.) Once established, the agreed-upon time frames we will communicate this to Brazos County and the design team on a weekly basis.



City of Lakeway Police Facility Judges' Room

## SECTION 5

### KNOWLEDGE OF CURRENT CONSTRUCTION METHODS & TECHNOLOGY

#### MAINTAINING SCHEDULE AND BUDGET

*a. Describe the methods and techniques you intend to utilize to plan and schedule on-time delivery of this Project, achieving the Owner's goals on time and on budget.*



Our first order of business will be to develop a highly detailed design and construction schedule. **Superintendent Cody James** will lead the team in developing the master project schedule. Cody will be supported by **Assistant Superintendent Charles Barrington**.



We encourage active participation from all key stakeholders, design consultants, major subcontractors and suppliers in developing the master schedule.

**Integrating all stakeholders into the project planning process will produce a logical, realistic schedule.**

The schedule submitted with our Guaranteed Maximum Price (GMP) proposal will serve as the baseline schedule, and all other schedule updates will be compared with this using set "target" bars. This will ensure:

- Accountability among team members and stakeholders
- Daily subcontractor management
- Predictable workflow and realistic durations
- Collaboration and coordination between subcontractors creating reliable transitions/ hand offs
- Communication for managing material and labor need



**Superintendent Cody James** will lead two partnering sessions focused on the schedule; one for the preconstruction phase, along with **Project Executive Drew Cain**, and one for the construction phase.



#### Preconstruction Phase Schedule

- Hold first schedule-focused partnering session with the design team and Brazos County
- Gather input to align design and preconstruction activities
- Schedule design, approvals and documents with construction-level detail
- Set phasing and milestone dates for timely construction start
- Regularly update the schedule to track progress

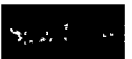
#### Construction Phase Schedule

- Hold a second schedule-focused partnering session with selected subcontractors
- Conduct pull plan sessions to develop and sequence construction activities
- Regularly update and maintain master project schedule
- Conduct weekly schedule reviews with Brazos County representatives

The schedule will be a living project tool properly maintained and updated as a road map for completion. The schedule will clearly show the sequence of tasks, balancing time and cost to ensure efficiency. Through regular meetings and transparent processes, we will keep Brazos County informed and ensure open communication on project progress. This approach provides clarity, prevents delays and keeps the project on track.

#### Lean Scheduling

SpawGlass consistently achieves timely completion through detailed schedule development, monitoring of the schedule, assisting other team members in achieving the schedule and being prepared to immediately address and mitigate any issues that may impact the schedule. Lean processes drive our proactive approach to scheduling.



## Our lean scheduling process includes:

### P6 Baseline Schedule

We develop the project schedule utilizing Primavera P6 to plan and correlate all construction activities, including key submittals, milestones and critical delivery items.

### Pull Planning

Working backwards from the completion date, pull planning breaks down the P6 master schedule into smaller batches that specialty contractors commit to and thus have more buy-in, producing a more detailed and reliable schedule.



### Six-Week Look Ahead (SWLA)

Once the results of pull planning are documented and incorporated into the master schedule, our team hones in on the following six weeks of work. The SWLA schedule is refreshed every week and analyzed to seek out any constraints that would prevent scheduled construction activity from starting or continuing.

### Weekly Work Plans (WWP)

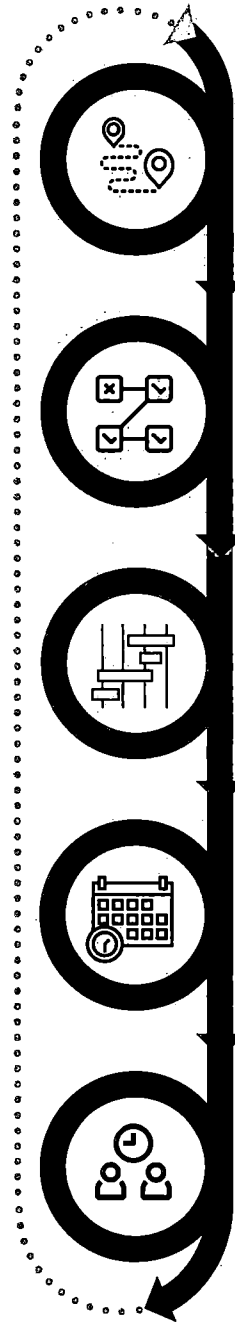
The project team compiles a detailed one-week list of all tasks and activities that support the SWLA and pull planning results. The WWP clearly identifies the handoff points within an activity as well as the manpower needed to accomplish each task. Once each specialty contractor submits their WWP to the superintendent, and the SpawGlass team verifies that the week's plan follows and advances the SWLA and pull planning schedule.

### Daily Huddles

To support the WWP, all specialty contractor foremen meet with the superintendent for a brief check-in on the day's work activity, review the WWP to keep tasks on track and confirm handoffs to the next specialty contractors. If necessary, adjustments are made to resolve any immediate coordination issues and prevent impact to the WWP and the project's overall progress. With these issues resolved, everyone is prepared and ready for the next day's activities.

Together, these lean components ensure optimal efficiency and provide real-time updates to the status of the project. Ultimately, implementing lean practices enhances workflow and allows SpawGlass and our specialty contractors to address any issues before they impact the budget or schedule. This helps us provide our clients with a more pleasant overall construction experience.

## Our Lean Scheduling Process



### P6 Baseline Schedule

Documents the expected duration of a project, depicting the interrelationships and duration of all construction activities

### Pull Planning Sessions

The P6 master schedule is broken down into smaller batches. These sessions are repeated as necessary every 10 to 12 weeks.

### Six-Week Look Ahead

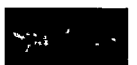
Provides a detailed breakdown of the work tasks by laying them out on weekly planning boards.

### Weekly Work Plans

Clearly identifies the hand-off points within an activity and the manpower needed to accomplish each task.

### Daily Huddles

The team reviews what was promised for the day, what is coming for everyone the following day, and uncovers any unforeseen issues that come to light.



## DEVELOPING BID PACKAGES

*b. Discuss your approach for developing bid packages and GMP proposals and describe specific advantages your methods provide to Brazos County.*

Our team will evaluate the scope of the project in conjunction with the design team and develop a bid packaging strategy that ensures the project can move from the design phase into construction expediently, all while continuing design on subsequent packages and ensuring the overall program is met. The bid packaging strategy will be fluid early in the design phase and will gradually become more set as the project moves through design iterations. Most commonly on projects we see early bid packages to encompass scopes of work such as earthwork, utilities, foundations and long-lead items. These commonly allow construction to commence earlier while other project scopes are finalized in design and then converted over to the construction side of the project. This is a great example of one of the values of the CMAR delivery method!

As good stewards of your money, our primary objective is to provide construction solutions that will ultimately help you achieve the maximum possible scope within a predetermined budget and schedule.

Throughout the design phase, SpawGlass' preconstruction team will develop estimates in real time, utilizing design documents and a combination of our experience with similar projects, historic cost data and current local market conditions. Changes in scope or anticipated costs will be readily identified and shared with the entire team before each milestone package is complete, allowing you to track design options and make informed decisions in real time and before a milestone estimate.

Our team utilizes CostOS, a cutting-edge software application that interfaces with our in-house cost database and quickly loads line items into an estimate, giving us the ability to provide continuous, updated estimates as needed.

This process provides you/the owner with:

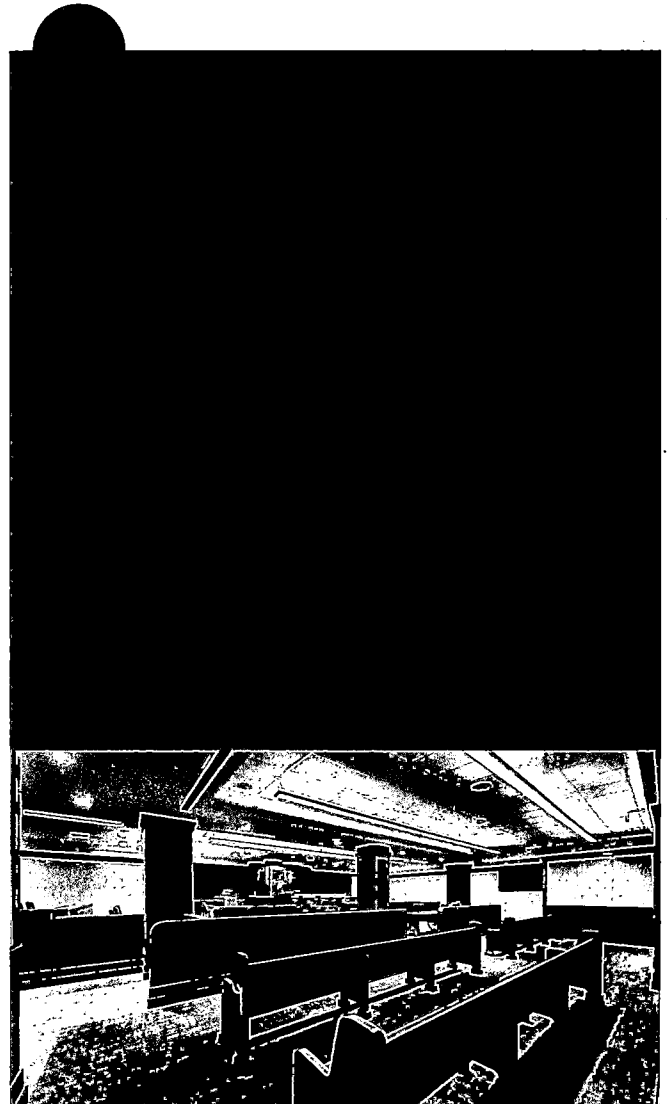
- Documentation of costs through GMP
- Assurance of best value
- Collaboration and accountability across the team

## COST CONTROL

*c. Demonstrate your cost control system used on similar projects in the past and describe your system and processes that will ensure that the executed GMP proposals will be within the County's budget established for this Project.*

By staying up-to-date on market changes, we can work with the design team to adjust the design and provide the best value. We maintain communication with the subcontracting community and suppliers to ensure pricing stays competitive, while also monitoring commodity markets like copper, aluminum, steel, and oil.

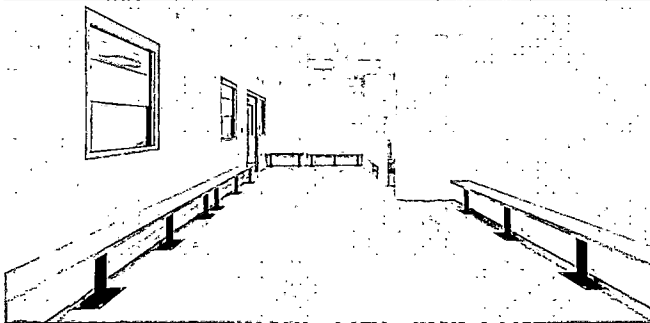
With this knowledge, we can offer alternates in bid documents to take advantage of market fluctuations and get the best value on bid day. Monitoring products like electronics and PVC also helps us reduce the impact of escalation. Our methods result in accurate and reliable estimates that reflect the total project cost.





### COST SAVINGS FOR COMAL COUNTY

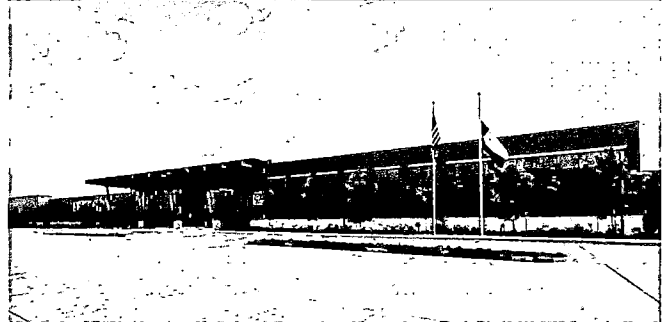
During the construction of the holding facility, our project team identified an innovative solution for building custom walls for the detention center using metal stud framing, steel plates and pre-drilled holes. Re-purposing steel panels from a previously completed county jail project saved the owner \$100,000. Additional items that brought value included use of J hooks (\$21,000); change of light fixtures (\$20,000); switching powder-coated stainless steel handrails to powder-coated regular steel (\$39,000); removal of insulation for exterior metal wall panels (\$107,000); and opting for fabricated aluminum letters that were painted bronze instead of brass letters (\$46,000).



### COST SAVINGS FOR CITY OF BRYAN

Over 18 months, the SpawGlass-Brazos Valley team worked alongside the design team in a design-build partnership to transform a portion of the former Travis B. Bryan Municipal Golf Course into Legends Event Center, a multi-purpose sports facility located in the Midtown Park area of Bryan, Texas.

As the design kicked off and the owner and facility manager's needs were outlined for the project, the initial conceptual documents for the project were over the owner's budget. SpawGlass worked diligently with the design team to tailor the project to meet the owner's needs and their budget. We recommended an alternate slab design, identified additional unnecessary square footage in pre-function space and volume in the event space, and recommended a few alternate finishes. The price for the facility was reduced by more than \$4 million without eliminating any function or square footage needed for the facility program.



## COLLABORATING WITH THE ARCHITECT

*d. Describe the way your firm collaborates with the Architect to provide cost certainty and quality assurance during the pre-construction phase.*

SpawGlass emphasizes and values the relationships built between design teams and our team members. United from the onset of the project, the design and construction teams must focus their energy in a common direction, ensuring every decision is made with the same goals in mind. This is why our team continually references the project goals created early in the project. SpawGlass will work with the design team to prepare and update a construction budget and constructability review, among other preconstruction deliverables for approval by Brazos County at schematic design, design development and construction documents phases.



*"One of the best parts of the CMAR delivery method is the collaboration with the design teams. I like to start the trust-building early in a project because once it's built, it's incredible to see how seamlessly the team can move through things together!"*

-Project Executive Drew Cain

### Team Kick-Off Work Session

Gaining a thorough understanding of the project requirements and the owner's goals are the foundation of a successful project. At our initial kick-off work session at the very beginning of the project, we meet with key stakeholders to brief our team and review all aspects of the project. We encourage all design team consultants to attend, because this provides them with invaluable information on the project, including project goals and feedback from user groups, and allows us to establish and coordinate a true team partnership.

### Value Analysis Work Session

We schedule this work session early in the design development phase of every CMAR project with all Brazos County, the design team and SpawGlass team members in attendance. We ask each discipline's designer (structural, mechanical/ electrical, civil, architectural, etc.), along with the team's estimating/scheduling personnel, to present their concept for the design and discuss initial cost, energy efficiency, life cycle cost, maintenance, serviceability, durability, etc.

### Life-Cycle Cost Analysis (LCCA)

Our project team will collaborate with Brazos County and the design team to estimate the overall expenses of project alternatives and choose a design that best provides the most cost-effective cost of ownership.

### Design-Assist/Target Value Design

SpawGlass will assemble a team of subcontracting and supply partners who share the goal of delivering a high-quality project using the best industry practices. Our partners in this process will provide design solutions to drive maximum value to the project and meet or reduce the project's target budget and schedule.

## VALUE ENGINEERING

*e. Describe your approach to value engineering and the services you offer to reduce the overall construction cost while protecting the Owner's Program and budget.*

**SpawGlass' primary goal is to deliver a project that creates the greatest long-term value.** For value engineering to be successful, we must achieve a balance between cost, aesthetics and function. This process will start with understanding what criteria is most important to Brazos County. This will be key to understanding flexible versus sacred items when recommending value engineering or cost saving solutions.

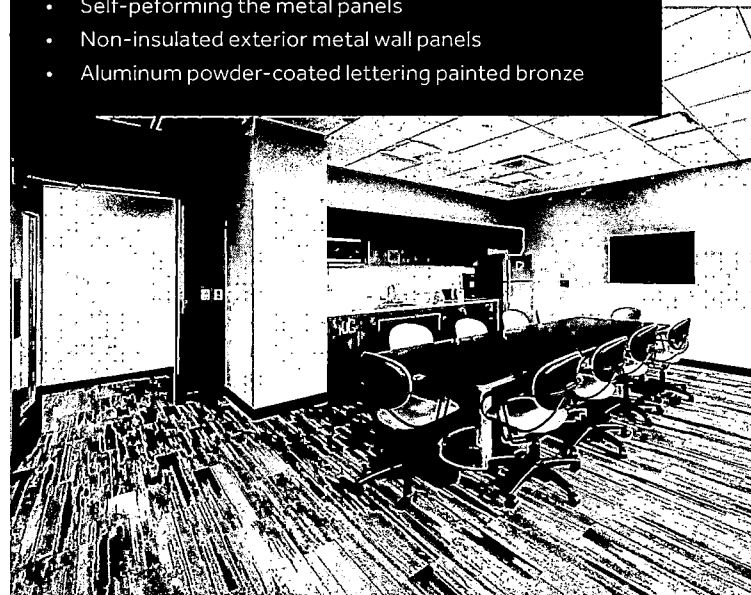
Working together with the design team and key subcontractors, we will present options that reduce costs while maintaining intended function and don't impact to the schedule. Using our experience and detailed budget breakdown, as well as our subcontractors' knowledge, we can narrow down scopes that have the most cost. For example, we will consult our subcontractors and the design team in developing solutions for providing the same finish or look with similar products that have a lower cost. This can also be the case for mechanical, electrical and plumbing (MEP) trades.



### BUILDING VALUE FOR COMAL COUNTY

On the Comal County Landa and Annex Buildings Renovation, SpawGlass's Project Manager led our team in finding affordable alternatives to bring the project's pricing into budget.

- J hooks for data communications and cable support
- Lighting fixture changes
- Standard steel powder-coated handrails
- Self-performing the metal panels
- Non-insulated exterior metal wall panels
- Aluminum powder-coated lettering painted bronze







Brazoria County Justice Center Skybridge Office Spaces

## SECTION 6

### ABILITY TO MANAGE SCHEDULE AND BUDGET

#### SCHEDULING SYSTEM

*a. Describe, in detail, the project scheduling system or methodology you propose to use in delivery of this project.*

SpawGlass utilizes Primavera P6 for all levels of scheduling. Schedules are completed early in an effort to track the entire project and completion of individual schedules for each project phase. The schedule is updated weekly, and three-week schedules are distributed to all subcontractors at weekly meetings. The schedule includes key submittals, milestones and critical delivery items.

#### MILESTONE SCHEDULE

*b. Identify key steps, phases, milestones, approvals, and project meetings you anticipate in a proposed milestone schedule for the project.*

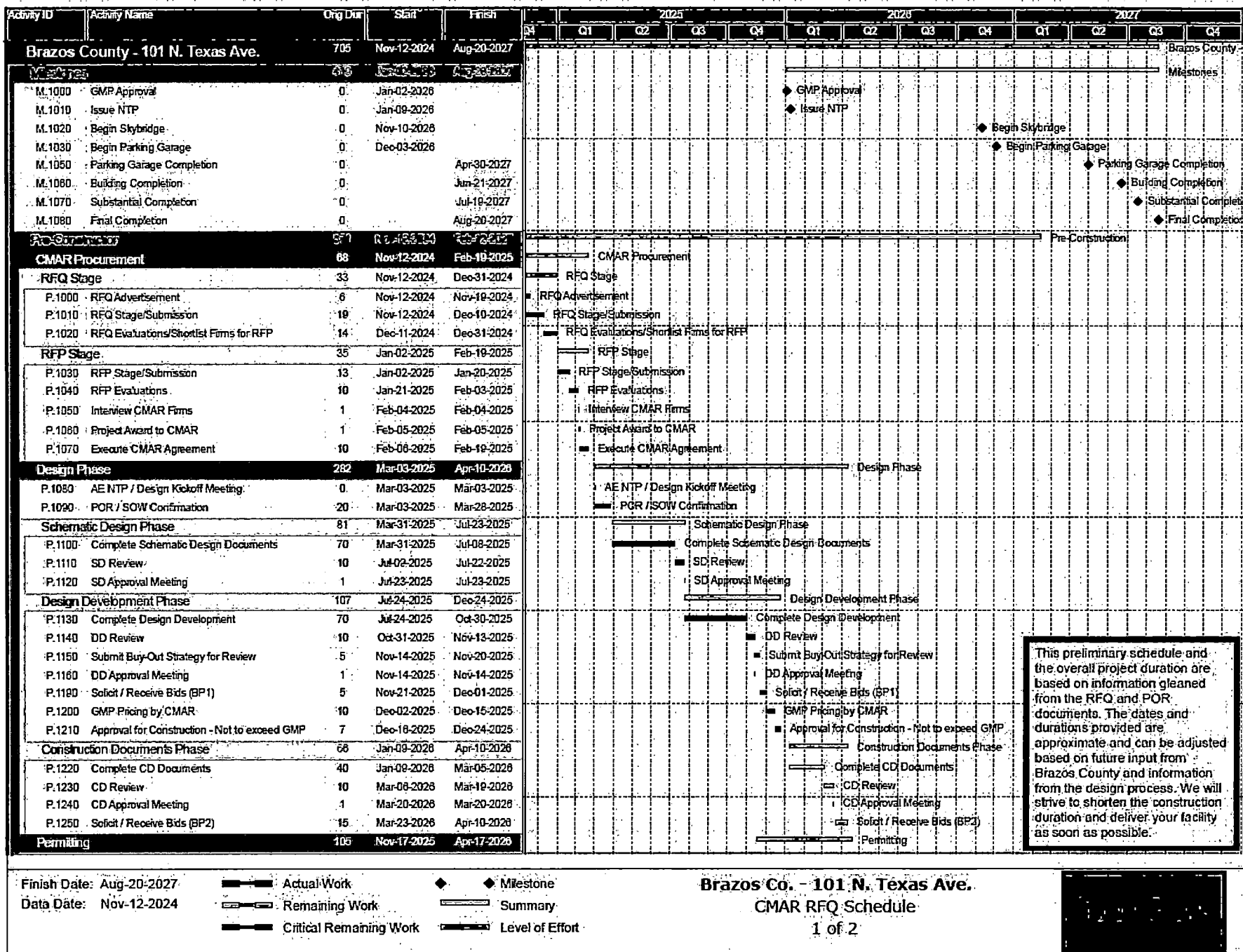
Our proposed milestone schedule for this project is included on the following pages. This is a preliminary construction schedule based on the current provided documents. A more refined schedule can be provided in the future.

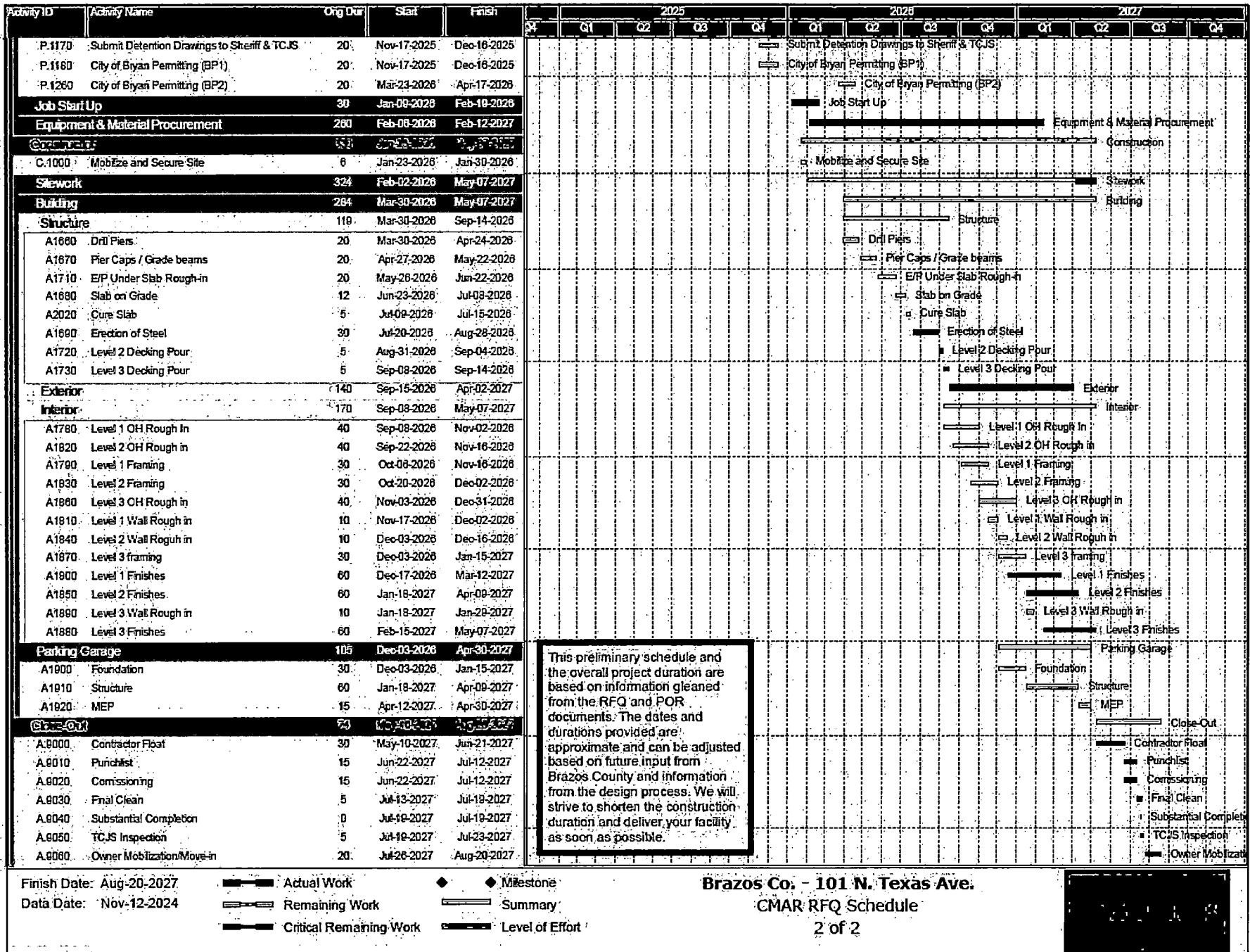


#### STAYING ON SCHEDULE AT BRAZORIA COUNTY'S COURTHOUSE CAMPUS EXPANSION

The second phase of the Brazoria Campus Expansion was a new ground-up, Emergency Operations Center that needed to be completed in nine months. This facility included a triple-redundant UPS and natural gas generator system to power the facility. Shortly after the building was started, our team learned of a supply chain delay in the natural gas generator that would have prevented the county from occupying this mission-critical building for over six months. Our team wouldn't take no for an answer, visiting the generator plant in Wisconsin, and ultimately procuring a temporary generator that allowed the team to deliver the project on time.





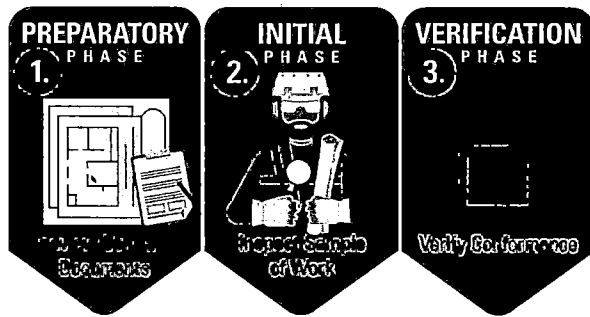


## MEETING SCHEDULE, MAINTAINING QUALITY

*c. Describe how you propose to meet construction schedule milestones without sacrificing quality of the construction work.*

### Zero-Defect Process (ZDP)

SpawGlass will implement our Zero-Defect Process (ZDP), our multifaceted quality control program, to ensure delivery of high-quality workmanship throughout your project. This process focuses on planning and preparation. By taking a proactive approach to quality control, we are able to identify potential issues and take corrective action early in the construction process. For each significant construction activity and measurable feature of work, the ZDP will be applied in three phases:



**Preparatory Phase** – Prior to beginning work, our project team will review contract specifications and drawings, manufacturers' installation instructions and required inspections, and arrangements for required tests and inspections. We also will review each subcontractor's site-specific quality management plan. At this stage, our goal is to focus our quality efforts on preventing deficiencies so that the project schedule is not negatively impacted.

**Initial Phase** – Once a representative sample of the work has been done, we will examine and photograph the first work-in-place to ensure a superior level of workmanship and strict compliance with the construction documents, material samples, submittals and shop drawings. This phase will be repeated each time a new crew begins working onsite or whenever specified quality is not met.

**Verification Phase** – Once a construction activity or feature of work is complete, we will verify conformance to the construction documents, and required tests and inspections will be performed. Any identified deficiencies or nonconforming work will be corrected, re-inspected and documented before any subsequent construction activities proceed.

### QUALITY CONTROL

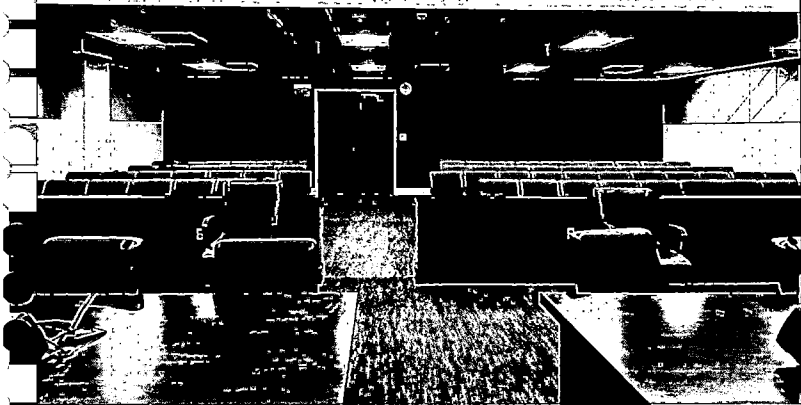
COMAL COUNTY LANDA AND ANNEX BUILDINGS—NEW BRAUNFELS, TX



Our project team built **full-scale mock-ups of the courtrooms** to allow the end users to experience spaces before they were built and request any adjustments they felt were needed during design, avoiding impacts to schedule and cost.

In the Annex, the mockups were built to scale with plywood and cardboard, representing all aspects of the courtroom, including platforms and walls. **The lawyers and judges tested all spaces within the mockup.** Several adjustments were made for line of sight; for example, walls were lowered because the judge could not see the witness or the court reporter. With a tangible feel for the space, the end users were able to **provide valuable feedback and make necessary changes ahead of budget or schedule impacts.**

In the Landa Building's new courtrooms, the jury monitors were surface-mounted to the wall in the jury boxes. After installing one and having the owner inspect the setup, we agreed that the space was very tight between the monitor and chair for the jurors to walk in. Working with the design team, we replaced the monitors with tablets the jurors would be able to hold in hand. In the Annex Building, the existing jury boxes posed the same issue. This time, our team elected to build a full-scale mockup of a projection screen to show how the jury would be viewing evidence and other visuals. We brought the judges in to experience this setup, and they approved our solution for implementation.



Comal County Landa Building Courtroom Seating

## SECTION 7

### SAFETY PROGRAM AND RECORD ON PAST PROJECTS

#### SAFETY PROGRAM

*a. Document your safety methodology and include any technology or other assets that you use to successfully prevent and/or control reportable incidents and insurance claims and describe how they can be applied to this Project.*

**With Brazos County's 101 N. Texas Avenue project being built in the heart of downtown Bryan just across the street from your Courthouse, we are committed to ensuring the safety of your elected officials, staff and visitors at all times. We will tailor our site-specific safety plan to Brazos County's unique environment. With our proven track record on previous projects, we are confident in our ability to maintain a safe and secure site throughout construction.**

In addition to industry-standard safety initiatives, SpawGlass has developed a number of programs that set us apart, all of which will be a part of the specific safety plan for this project.

#### Safety Orientations

Every worker must complete a new-hire and site-specific safety orientation prior to beginning any work on site.

#### Site-Specific Safety Plan

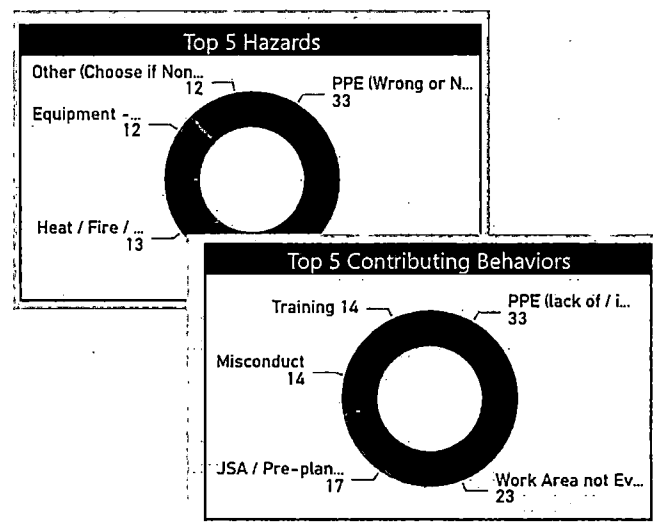
The project team will develop a site-specific safety plan before beginning work on the project. The site-specific safety plan will include high-risk activities and potential work hazards. The team will address how hazards will be eliminated or mitigated and how they will prevent accidents and injuries.

#### Mandatory OSHA Certification

At a minimum, all project management team members are required to complete the OSHA 30-Hour course, and all craft professionals are required to complete the OSHA 10-Hour course.

#### Procore Construction Management Software

SpawGlass uses Procore construction safety software to conduct daily safety inspections, document unsafe conditions, collect Good Catch Near Miss submissions, facilitate Jobsite Safety Analyses (JSAs), daily logs and document incidents all in one place. With real-time access to comprehensive safety metrics, we can apply preemptive measures to proactively address risks.



#### Daily Jobsite Safety Analysis (JSA)

A Jobsite Safety Analysis (JSA) is required daily to discuss current jobsite conditions. Before the work days begins and if a conditions change, the JSA must be completed. Every team member responsible for putting work in place at a SpawGlass jobsite must actively participate in a JSA conversation to identify specific task hazards and develop a safe plan for the work ahead.



### Stretch and Flex

SpawGlass craft professionals complete stretch and flex exercises for 10-15 minutes a day prior to beginning work. These exercises can help minimize potential soreness or discomfort and prevent injuries.

### Sub-Zero IMPACT Program

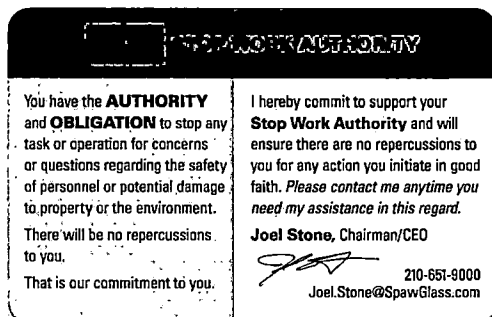
To eliminate subcontractor incidents, SpawGlass established this safety performance standard for the selection and evaluation of subcontractors. The "IMPACT" program elements include: contract preparation (Identify), subcontractor selection (Measure), subcontract award (Promote), orientation and training (Advance), managing the work (Control) and post evaluation (Tag).

### Weekly Safety Meetings - Toolbox Talks

Mandatory for all personnel on site, each meeting is pertinent to the particular work in progress and any potential hazards or hazardous materials which could arise or be encountered during construction.

### Stop Work Authority

All SpawGlass team members, regardless of department or job title, have the authority and obligation to stop any unsafe work activity, without fear of retaliation. This commitment, made by SpawGlass **CEO Joel Stone**, is reinforced by Stop Work Authority cards presented to all team members upon hire.



### Field Safety Committees

We have field safety committees in each SpawGlass division. The committees are comprised primarily of our craft professionals with representation from our company's safety leaders and operations. The committees allow real-time feedback from where we have boots on the ground as to how we can keep everyone safe. Their monthly meetings are opportunities to examine the effectiveness and enhancement of our safety initiatives as they are applied on the jobsite.

### Good Catch/Near Miss Program

SpawGlass utilizes this incentive program to encourage team members and subcontractor employees to actively identify, intervene and report potentially hazardous activities on their jobsites. By having all workers on site looking to mitigate unsafe conditions and recognizing these activities at our quarterly safety meetings, we improve our safety performance, further develop our safety culture and enable a higher level of safety leadership from all workers. For added convenience, every worker is issued a hard hat sticker that features a project-specific QR code that they can easily scan to complete JSAs and submit Good Catch, Near Misses.



### Third-Party Safety Consultant

As an additional safety resource, SpawGlass utilizes Engineering Safety Consultants (ESC) to perform mock OSHA inspections to identify safety hazards or make recommendations on how we can maintain safe projects. ESC also assists in performing a root cause analysis following an incident.

### Jobsite Cleanliness

Our Chief Operating Officer, Michael Emmons, is commonly heard saying, "A clean site is a safe site." The superintendent team will constantly enforce the cleanliness of the job site to ensure that no hazards are presented from poor housekeeping. Not only does a clean jobsite provide a safer work environment, it is also an indication that the project is being managed well and the team takes pride in their job. Given the location of the project site, we also want to ensure that the project site is presentable to Brazos County and members of the public.

SpawGlass is committed to providing the safest and healthiest work environment possible for our industry and to eliminate accidents, injuries, illnesses, and property damage.



Our success results from well-planned, closely controlled work methods - never from shortcuts that could injure one of our employees, a subcontractor, supplier or member of the general public.



Scan the QR code to learn more about why safety matters on all of our projects.

## SAFETY STATS

*b. Provide your company's safety Experience Modifier Rate, Recordable Incident Rate, and your Loss Indicator Rate.*

2024 Experience Modifier Rate- 0.94

2023 Recordable Incident Rate- 1.2

2022 Loss Indicator Rate- 0.10

## SEVERE INJURY

*c. Has a severe injury or death of a worker occurred on a project managed by your company, or any employed subcontractor? If yes, provide additional information describing the incident and steps taken to mitigate future recurrence of the root cause*

SpawGlass Construction Corporation has had one serious subcontractor injury that lead to a death in our 31 years of business. A subcontractor crew leader was incorrectly tied-off to an anchor point with an excessively long lanyard, not calculating the fall distance properly. SpawGlass was not found to be negligent by OSHA and did not receive an OSHA citation for this incident. In response, we updated our Fall Protection Requirements to be implemented with all subcontractors during buyout, pre-installation and during all features of work. The requirements include making every effort to eliminate the need for tie-off and further reinforces the need for subcontractors to identify their site-specific work at heights, their plan to mitigate any fall hazards and additional communication and training with their craft workers.



Brazoria County Courthouse Campus Expansion



City of Houston Fondren Police Station Lobby

## SECTION 8

### INNOVATIVE APPROACH TO PROBLEM SOLVING

#### INNOVATIVE CONSTRUCTION METHODS

*a. Elaborate on innovative construction methods developed by your team that will be advantageous in the execution of this Project.*

##### Project Execution Plan (PEP)

SpawGlass has compiled our best practices for successful project completion into a comprehensive guide for our team members. This guide, known as the Project Execution Process (PEP), offers a structured, detailed approach to managing various areas and phases of a project. The PEP is crucial for maintaining high standards of quality, safety, professionalism and client satisfaction. The PEP is a dynamic document, continuously updated by subject matter experts to adapt to the ever-evolving construction industry.

##### Zero Defect Process (ZDP)

As part of our PEP described above, SpawGlass will implement our Zero-Defect Process (ZDP), our unique approach to quality control. The fundamental concept behind our ZDP is focus the team's efforts on planning and preparation. We do not react; we are proactive. By taking this proactive approach to quality control, we are able to spot potential issues and take corrective action early, keeping schedules on track and cost in check. More information on our ZDP process is available in section 6.

##### Site Logistics Planning

With a project located in the heart of downtown Bryan just across the street from your operational Courthouse, we will tailor our site-logistics planning to the unique environment. You need a partner who can ensure a safe, secure and functional jobsite. Some site specific construction methods we would utilize on your project include:

- Off-site contractor parking
- Coordination with City of Bryan/ Texas Department of Transportation for any necessary lane closures
- Safety solutions for close proximity to an active courthouse campus
- Skybridge construction across Texas Avenue during lowest traffic periods
- Work schedule coordination around large events



##### COORDINATING CONTRACTOR PARKING

The Brazoria County Courthouse Expansion project is located on an active courthouse campus with limited parking. SpawGlass contracted buses to transport workers to the job site from off site parking located at the nearby fairgrounds. This limited congestion in and around the operational courthouse and avoided contractors using the employee parking on site.



##### DEVELOPING TRAFFIC PLANS

The Village of Southampton is on a 0.83 acre lot, and the building's footprint is just 15 feet from the curb on all sides. SpawGlass worked with the City of Houston on a traffic plan to lease two lanes for construction activities including deliveries and our jobsite trailer.







## BEING A GOOD NEIGHBOR

The City of temple 1st and 4th Street Garages are located in the heart of downtown. The SpawGlass project team developed a site specific plan to mitigate safety risks for our workers and the public. They maintained communication with a bi-weekly flyer distributed to neighboring business owners to minimize the impact of utility disruptions.

## TECHNOLOGY

*b. Discuss how your team is applying technology to improve project delivery.*

### BIM/VDC

Our Building Information Modeling/Virtual Design and Construction (BIM/VDC) process enables the project team to anticipate difficulties, eliminate risk, determine logistics and increase efficiency.

**BIM Kick off Meeting** - We will meet with subcontractors to establish expectations, commitment and accountability regarding schedule, modeling details, prefabrication and execution.

**Coordination Process**- We will facilitate weekly virtual coordination meetings to ensure conflict-free architecture, structure, MEP, fire, data and framing systems.

**Virtual Inspections** - To mitigate "revise and resubmit" scenarios, we will conduct a virtual inspection on conflict-free areas prior to shop drawing submittals.

**Field Verification** - With iPads in hand, we will view the virtual model to verify systems are being installed according to commitments.

**Hololens**- We will utilize one our Hololens mixed reality headset to offer a view the virtual model overlaid in the physical environment.

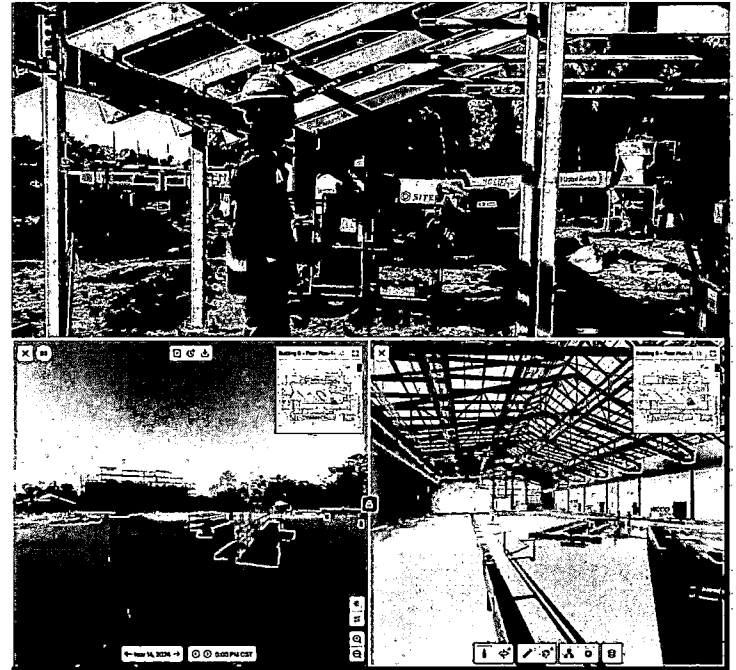
**Onsite Training** - To leverage the model in the field and ensure successful implementation, we will provide onsite training for trade foremen.

### Drone technology

We can use drones to clearly define project conditions and convey project progress.

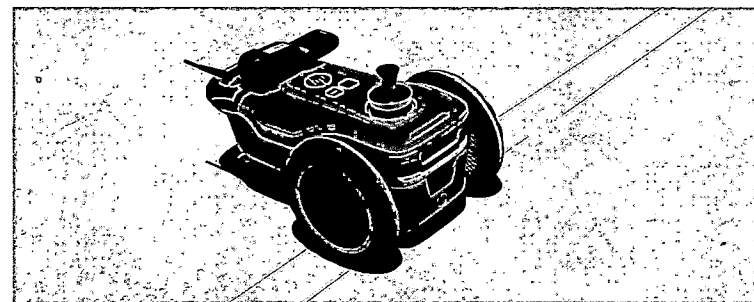
## OpenSpace

OpenSpace is a photo documentation tool SpawGlass has implemented on suitable projects. By attaching the OpenSpace Capture camera to our hardhat, we get a 360 degree documentation of the project just by walking the jobsite. We can capture a complete record of the project from start to finish and spot any potential issues before they impact the project.



## HP SitePrint

SpawGlass uses HP SitePrint autonomous technology as an innovative construction layout management solution. Using the robot, we can accelerate the schedule, minimize errors and reduce layout and labor costs.



Scan the QR code to watch a BIM model fly-through video of the Brazoria County Administration Building

**R. REFERENCES**

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

Company/Entity: Brazoria County

Contact: Karen McKinnon, Assistant County Engineer

Phone: 979-849-5711

Email: karenm@brazoria-county.com

Company/Entity: Frost Bank

Contact: Greg Beal, Vice President, Properties

Phone: 210-220-6796

Email: gregory.beal@frostbank.com

Company/Entity: City of Bryan

Contact: Hugh Walker, Deputy City Manager

Phone: 979-209-5100

Email: hwalker@bryantx.gov

Company/Entity: Texas A&M University System

Contact: Debbie Lollar, Associate Vice President, Transportation Services

Phone: 979-845-9700

Email: dlollar@tamu.edu

Company/Entity: Comal County

Contact: Tom Hornseth, County Engineer

Phone: 830-221-1100

Email: rabthh@co.comal.tx.us

## **S. 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: SpawGlass Construction Corp.

Address: 4030 SH-6, Ste. 300 College Station, Texas 77845

Proposer's Name: Garett Wheaton

Position/Title: Vice President, Operations

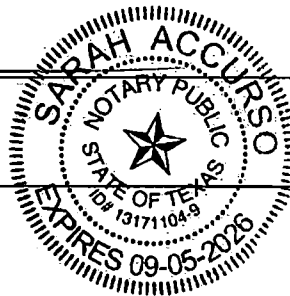
Proposer's Signature: 

Date: December 10, 2024

Subscribed and sworn to me on this 10th day of December in the year 2024

  
Notary Public

My Commission expires September 5, 2026

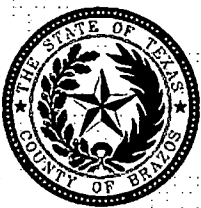


**T. ADDENDA**

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. 1 No. \_\_\_\_\_ No. \_\_\_\_\_

Date 11/11/2024 Date \_\_\_\_\_ Date \_\_\_\_\_



## **Brazos County Purchasing Department**

200 S. TX. AVE., STE 352 BRYAN, TX 77803  
PHONE (979) 361-4292 FAX (979) 361-4293

### **Addendum #1 to CIP 25-563 Construction Manager at Risk for 101 North Texas Avenue**

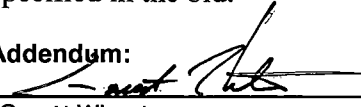
**Issued:** November 11, 2024  
**Change:** Correction in Definitions  
**Reason:** Errors Noticed

**Please see the attached, revised RFQ.**

**Definitions were corrected for Architect and Owner Representative.**

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

**Acknowledgement of Addendum:**

**Signature:**   
**Printed Name:** Garrett Wheaton

**U. CERTIFICATION OF PROPOSAL**

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

Signed By:  Title: Vice President, Operations

Typed Name: Garett Wheaton

Company Name: SpawGlass Construction Corp.

Mailing Address: 4030 SH-6, Ste. 300 College Station, Texas 77845  
P.O. Box or Street City State Zip

Employer Identification Number: 1-76-0398989-2 (State); 76-0398989 (Federal)

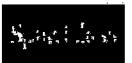
CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFQ NO. CIP 25-563

**By signing below, Brazos County agrees that this RFQ CIP 25-563 will be awarded to the proposer whose name appears above and both parties agree to the terms and conditions contained herein.**

By: Brazos County Commissioner's Court \_\_\_\_\_

Date: \_\_\_\_\_

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



SpawGlass

*Providing the Absolute Best  
Construction Experience*



**SpawGlass**

4030 SH-6, Ste. 300  
College Station, TX 77845  
979-401-3270

[SpawGlass.com](http://SpawGlass.com)

*Connect with us today!*





**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

*Safety, Security, Growth, Form, Economy, Time*

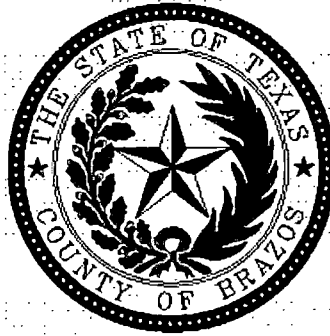
BRAZOS COUNTY

**CONSTRUCTION-MANAGER-AT-RISK**

**FOR 101 NORTH TEXAS AVENUE**

RFQ NO. CIP 25-563, SECOND PART OF RFQ

January 30, 2025  
2:00 pm



## **REQUEST FOR PROPOSALS**

**RFP NO. CIP 25-563**

**Construction-Manager-at-Risk for 101 North Texas Avenue  
Second Part of RFQ**

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:  
Thursday, January 30, 2025, 2:00pm CST**

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

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

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

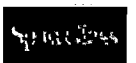
Company Name: SpawGlass Construction Corp.

By (Print): Garett Wheaton Title: Vice President, Operations

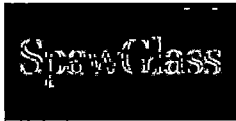
Physical Address: 4030 SH-6, Ste. 300 College Station, Texas 77845

Mailing Address: 4030 SH-6, Ste. 300 College Station, Texas 77845

Telephone: 281-924-8657 Fax: N/A E-Mail: garett.wheaton@spawglass.com







January 30, 2025

Mr. Charles Wendt  
Purchasing Agent  
Brazos County  
200 S. Texas Avenue, Suite 352  
Bryan, Texas 77803

RE: RFP# CIP 25-563 – Construction-Manager-at-Risk for 101 North Texas Avenue, Second Part of RFQ

Dear Mr. Wendt,

SpawGlass is excited for the opportunity to submit our proposal to for the new 101 North Texas Avenue project. We are looking forward to working with you to create a historic and lasting project that will support Brazos County staff and have a positive impact on Brazos County.

Founded in Houston in 1953, our company has expanded to 10 offices across Texas, including our Brazos Valley Office in College Station. Our team is uniquely qualified to navigate the challenges of every facet of this project, bringing the necessary skills to deliver seamless, high-quality construction services. We prioritize quality, safety and transparency in all our operations. We are confident that our blend of values, experience and expertise makes us the ideal construction partner to successfully deliver your project.

**Key highlights that we bring to the 101 North Texas Avenue project include:**

**Leaders in Construction Manager-at-Risk Delivery** - Over the past **ten years**, we have successfully delivered **over \$1.9 billion** in Construction Manager-at-Risk projects. SpawGlass brings unparalleled expertise in pre-construction leadership, guiding your team through every step of the process. We provide precise information to support your key project decisions, ensuring early involvement to maintain budget control and resolve potential construction conflicts before breaking ground.

**Trust & Transparency** - At SpawGlass, building trust and ensuring transparency are fundamental to our values. We take pride in being **diligent stewards of your project funds**, always seeking solutions that **maximize value** for every dollar spent. Our commitment to transparency encompasses not only project finances but every aspect of construction, from the trailer to the field.

**Dedication Through Employee Ownership** - SpawGlass is proudly 100% employee-owned, and **every team member assigned to this project is an owner**. This ownership drives our commitment to excellence, as we take personal pride in every project. It's not just our job; it's our company, and we are dedicated to delivering outstanding results.

**County Facilities & Project Specific Experience** - Our team brings extensive experience managing construction projects for **Texas Counties**, consistently delivering high-quality, enduring professional projects. This team also carries significant experience with **skybridges and parking structures**. By leveraging our past experiences, we will apply the lessons learned to enhance your project in every possible way.

**The SpawGlass Way** - We deliver our services with our core values at the forefront: **Build Trust, Be Professional, Live Teamwork, Be Passionate, and Think Like an Owner**. These principles are not just words; they are the foundation of our approach and will greatly benefit the Owner/Designer/Contractor team as we collaboratively bring the project to life.

Thank you for the opportunity to submit our proposal for the 101 North Texas Avenue project. After reviewing our proposal, we hope you will select SpawGlass as the contractor of choice for this project. If I can provide any clarification for you, please do not hesitate to contact me on my cell phone (281-924-8657) or by email (Garett.Wheaton@SpawGlass.com).

Sincerely,

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

Garrett Wheaton, Vice President of Operations

*Providing the Absolute Best Construction Experience*

SpawGlass.com AUSTIN | BRAZOS VALLEY | CORPUS CHRISTI | GOLDEN TRIANGLE | HOUSTON | NEW BRAUNFELS | NORTH TEXAS | SAN ANTONIO | SOUTH TEXAS



Brazoria County Courthouse Campus Expansion

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Brazoria County Administration Building

## SECTION 1

### PRE-CONSTRUCTION PHASE SERVICES PLAN

#### PRE-CONSTRUCTION PHASE SERVICES

*a. Describe your plan for providing Pre-Construction Phase services for this project.*

Preconstruction is a vital stage of any project, particularly for this one. Our team excels in managing this phase with a collaborative approach, ensuring the best resolution for every challenge encountered.

From conceptualization to design development, our preconstruction team ensures projects are set up for success from the start. This phase involves **strategic planning** and **collaboration** with the design team, Brazos County personnel, and any other critical stakeholders such as TxDOT. Our preconstruction services include specially curated **cost estimates** and **value engineering**, detailed **constructability analyses** and **proactive problem-solving**. We also vet and select subcontractors who share our values and are dedicated to achieving Brazos County's goals.

We recognize the importance of Brazos County's goals to **maximize project budget while ensuring a functional, secure space**. As your CMAR we will ensure the design addresses this vision. The construction manager-at-risk delivery method helps facilitate an atmosphere where the design and construction firms work together as a single, cohesive implementation group. **Our team leaders will be fully involved during preconstruction** – ensuring a seamless transition into the construction phase.

**Our construction management and execution plan for providing preconstruction services includes:**

#### Aligning Design with Your Goals and Needs

Our preconstruction team will serve as the gatekeeper for the design, ensuring the designers are listening and incorporating your input. We will ensure the design of the 101 N. Texas Avenue Project **maximizes the budget while addressing the program space outlined in the program of requirements**. Our team will take diligent notes during the design meetings and point out any time the design is not complying with your program or your budget. We continue to promote collaboration and trust by doing this in a respectful way ensuring continued team success.

#### Facilitation of Design Packaging to Expedite Project Delivery

SpawGlass will establish bid packaging and design timeline recommendations to maximize efficient project delivery. A staged issuance of the drawings will be imperative. We will focus our efforts as a team to identify these bid issuance opportunities. Rapid feedback from Brazos County and the design team will be necessary for us to move forward with an agreed-upon plan so that our energy can be focused on executing that plan.

#### Cost Control of the Design

We have established our ability to respectfully advise and hold the design team accountable for the financial impact their design decisions have on the budget to prevent unforeseen cost escalation. **Project Executive Mike Bynum and Senior Project Manager Drew Cain** will keep the design team and Brazos County constantly informed of both negative and positive impacts to the budget as changes to the design occur during the process. We are able to price items "on the fly," to offer real-time feedback to the design team so that decisions can be made efficiently. We will utilize our historical cost and the BIM model as tools to provide timely, precise and realistic budget feedback.



### Early Partnering Sessions

Through leadership of regularly scheduled meetings and constant availability, we will seek first to understand your project goals, expectations and limitations that will aid us managing the project. As mentioned in our RFQ response, we will display this information onto a project goals poster that can be referenced as a guide for team decisions as we move from the start of the design process all the way through project completion.

### Thorough Site Investigation

We will explore all components very early in the project. This will involve site logistics planning and coordination with Texas Department of Transportation for the critical Skybridge component of the project. We will also begin partnering sessions early with the City of Bryan and Brazos County for other logistical issues that require their approval including things like sidewalks, street and lane closures.

### Strategic Subcontractor Alliances

We have relationships with local subcontractors to assist with budget control, realistic scheduling and investigating existing site conditions. However, where the local subcontractor market cannot fill a necessary gap, we will leverage our partnerships with subcontractors out of the Houston and other major metro areas to ensure adequate coverage and favorable pricing competition for the County. The goal is to **make Brazos County the customer-of-choice** for the subcontractor community for this project.



### Pending Issues Report

Our team will use this document to record, track and assign responsibility on preconstruction phase issues. By tracking issues this way and reviewing them in weekly meetings, we ensure a level of accountability throughout the team so that no item slips through the cracks.

### Estimating Services

We will track the design through the preconstruction process and ensure the estimate remains within the projected budget. Our team will take every opportunity to offer any value additions and construction alternatives.

## Preconstruction Services Benefits

Focus Area	Major Tasks
Schedule and Lead Time Analysis	We carefully evaluate material lead times and share this information with stakeholders to ensure the design aligns with the project schedule and material availability. As your construction manager, we work to deliver a design that meets your timeline. For example, during the City of Bryan Legends Event Center project, our team identified a preconstruction issue with the availability of bar joists. To avoid delays, we recommended using steel beams instead, which allowed the project to stay on schedule. SpawGlass has an in-house team dedicated to tracking material lead times across the state.
Maximum Project Value	SpawGlass provides a thorough cost analysis of alternatives. We can then maximize the project scope by thoughtfully allocating project dollars. During preconstruction for the Texas A&M University locker room renovation, our project team provided value engineering solutions of 5.3% of the base bid in order to meet the budget and keep the project moving forward.
Reduction in Construction RFIs	Throughout preconstruction, our project team continually communicates with the design team. Any questions and/or issues are ironed out before a shovel hits the ground. On the Texas A&M University Music Activities Center project, the project team provided over 40 comments during the schematic design (SD) phase that helped improve the project design and prevented ambiguity and future questions. One very beneficial comment adjusted the routing of underground lines to transfer into green space versus under a parking lot. This will prevent any issues for the University if the lines ever need to be repaired or expanded.
Increased Subcontractor Engagement	We communicate early with the local subcontracting community early in efforts to generate interest and ensure multiple competitive bids for each scope of work. We provide detailed bid packages for each scope of work and conduct pre-bid meetings to create awareness, competition and a level playing field to subcontractors.

## ORGANIZATIONAL CHART

b. Reconfirm your organizational chart and confirm team member's availability for this project.



### *A note from Roger Berry, Houston Division President*

"Between our RFQ and RFP submissions, we have made changes to your 101 North Texas Avenue team. Previously proposed Project Manager Matthew Fontaine is no longer a team member at SpawGlass due to a family relocation and is unavailable for this project.

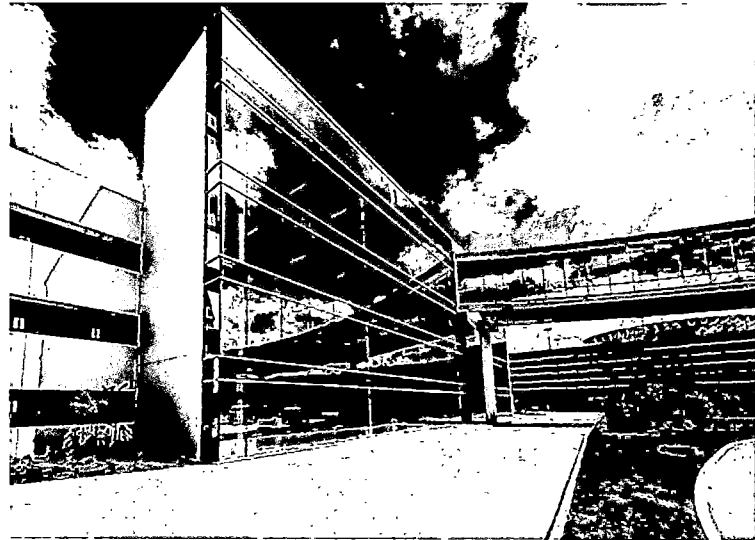
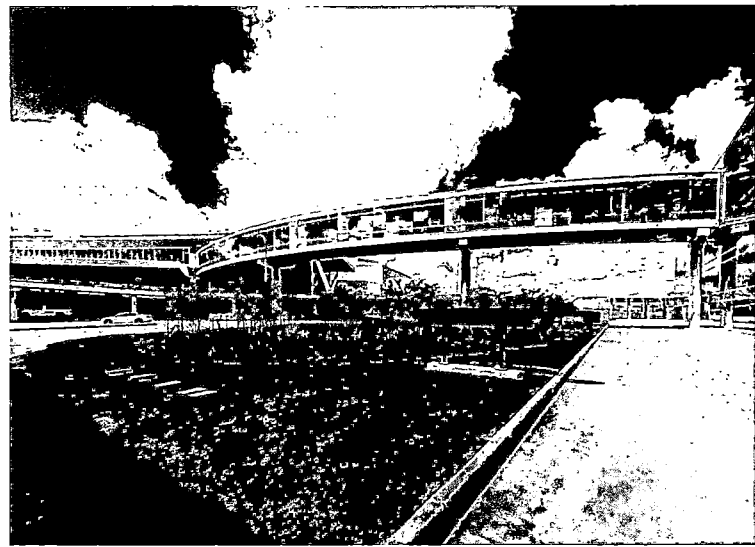
This has presented the opportunity to add **Project Executive Mike Bynum** to your team. Mike brings key qualifications and relevant experience and has a proven track record of delivering similar projects successfully.

Previously proposed **Project Executive Drew Cain**, who was already committed to and involved in planning efforts for your project, will remain on the team as **Brazos County's main point of contact** in the role of senior project manager.

While the loss of team members and the adjustment to a proposed project team is typically not desirable, this gives Brazos County not one, but two extremely qualified individuals to provide leadership to the 101 North Texas Avenue Project. Between Drew and Mike you will receive over 28 years of industry experience and full dedication to the success of your project.


If you have any questions about these changes or would like to discuss them further, please do not hesitate to contact me by phone 281-541-8266 or email [Roger.Berry@SpawGlass.com](mailto:Roger.Berry@SpawGlass.com)"

Mike's resume and our updated organizational chart are included on the following pages. We reconfirm this team's commitment to Brazos County's 101 N. Texas Avenue Project.



Hobby Airport Garage- A four-level garage designed to accommodate 3,000 cars with an elevator lobby and skybridge that connects the garage to the new Southwest Airlines international terminal.

# ORGANIZATIONAL CHART


**ROGER BERRY**  
PRESIDENT, HOUSTON DIVISION

- Client satisfaction
- Executive directives
- Company commitments
- Strategic planning



**GARETT WHEATON**  
VICE PRESIDENT, OPERATIONS

- Client satisfaction
- Operational oversight
- Team development
- Monthly project reviews



**MIKE BYNUM**  
PROJECT EXECUTIVE

- Client satisfaction
- Preconstruction leadership
- Overall project oversight
- Risk management

**CONSULTANTS**


SAFETY - ESC CONSULTANTS

ENVELOPE CONSULTING - TBD



**DUSTIN WILSON**  
CHIEF ESTIMATOR

- Estimating leadership
- Project estimates
- Bid solicitation
- GMP development




**ANDREW KERBOW**  
ESTIMATOR

- Subcontractor outreach
- Estimating take-offs
- Bid tabulation/analysis



**SARAH ACCURSO**  
OFFICE SUPPORT STAFF

- Insurance review
- Meeting coordination
- Subcontractor administration



**BRYANT CARRASQUILLO**  
BIM/ VDC COORDINATOR


- BIM coordination
- Clash detection
- Virtual mock-ups



**DREW CAIN**  
SENIOR PROJECT MANAGER

*Main point of contact*


- Subcontracts
- Document control
- Budget management
- Precon. leadership
- Material procurement/ tracking



**JIM CHIRIDO**  
FIELD ENGINEER (QUALITY ASSURANCE)

- Quality management
- QA/QC inspections
- Material verification
- Submittal management

Executive Oversight	Project Support
On-Site Team	Safety



**CODY JAMES**  
SUPERINTENDENT

- Field leadership
- Safety leadership
- Lean construction
- Schedule management
- Constructability reviews



**CHARLES BARRINGTON**  
ASSISTANT SUPERINTENDENT

- Field supervision
- Safety inspections
- Field coordination



**JOSH GONZALES**  
SAFETY COORDINATOR

- Safety coordination
- Safety inspections



# MIKE BYNUM

## PROJECT EXECUTIVE | EMPLOYEE OWNER

Mike has shown exceptional leadership managing complex projects and providing clients, design teams, and other project team members with complete transparency in management and execution of the project. With his most recent experience leading teams to completion on three similar projects for Brazoria County, Mike will provide the right insights for Brazos County's project. As Project Executive, Mike will be responsible for overall construction management of the project in all phases.

### BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | \$83,300,039 | 148,000 SF

New construction of an 83,000-square-foot, **five-story justice center** with **two-story skybridge** to house **Adult Probation, County Courts, Justice of the Peace Courts, District Courts, additional future courts, District Attorney, evidence storage, holding cells and two covered sally ports**; additional renovation of 65,000-square-foot existing building

### BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | \$60,694,928 | 148,000 SF

New, five-level construction with **two-story skybridge** to house multiple Brazoria County offices along with the **District Attorney, District Clerk, County Judge, and Commissioners Court, courtroom facilities and holding cells** and other amenities such as a cafe, computer data center and **additional training rooms**

### BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | \$8,024,542 | 15,000 SF

New ground-up, building featuring a sixty-person call center surrounded by other **county department offices, conference rooms** and a press room

### THE VILLAGE OF RIVER OAKS

Houston, TX | \$51,846,799 | 316,126 SF

New, **eight-level** senior living facility housing 193 units: 97 independent living units with balconies, 68 assisted living units and 28 memory care units, and amenities including full-service dining, a fitness center, salon, a library, theater along with life safety systems, a cast-in-place, **three-level, 63,410 SF garage**, improvements to site utilities

### MEYERLAND PLAZA

Houston, TX | Confidential | 300,638 SF

Three-phased construction **working with different owners and stakeholders**, consisting of partial demolition of an existing structure and utility overhaul connecting to an existing mall; construction of the new, 94,638 SF H-E-B Meyerland Market on a podium deck; and construction of a **new two-level, 206,000 SF, pre-cast parking garage, pedestrian skybridge** and shell space

### GRAND PARKWAY H-E-B PLUS! REMODEL

Katy, TX | Confidential | 120,000 SF

Complete wall to wall remodel to existing grocery store including new layout configuration, shelving, refrigeration cases and coffins and walk-in coolers; scope of work included demolition of existing cafe and lounge



#### YEARS OF EXPERIENCE

11 years in the Industry  
10 years with SpawGlass

#### EDUCATION

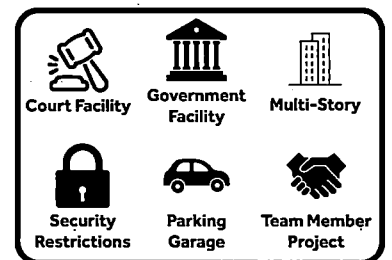
B.S. Construction Science, Texas A&M University

#### TRAINING

Certificate of Workplace blood borne pathogens safety

First Aid/CPR

OSHA 30-Hour



## CRITICAL PRECONSTRUCTION ISSUES

*c. Describe what your team perceives to be the critical Pre-Construction issues for the project.*

We pride ourselves on being proactive, and your project is no exception. Our project team has already begun strategizing for your 101 North Texas Avenue project. The majority of our critical preconstruction issues center around the project site and providing Brazos County with the most functional and safe jobsite, all while ensuring the project meets your needs. Every thing shown is a sampling of how our team approaches planning a critical project like this one. This will be refined as we begin to work together and gain further understanding of Brazos county's project goals and as the design continues to develop.

### Site Logistics Planning

Your 101 N Texas Avenue project maximizes the use of the site. Given the limited space, our team is already planning successful project execution by leveraging advanced 4D site logistics planning. This web-based platform allows us to visualize the anticipated stages of construction, which helps enhance planning based on specific construction phases. We are able to test varying scenarios for site planning to determine the most advantageous option. Upon award we will implement this approach immediately during preconstruction and continue to refine it as the design evolves. We've included several snapshots from our initial sessions here. While the design shown is based upon the POR and many assumptions, these images showcase the tool's capabilities and our team's proactive methodology to leverage the benefit of this technology.



### BEST PRACTICES FOR SITE LOGISTICS PLANNING

Site logistics plans are used to communicate site-specific information with the entire project team. This ensures that everyone involved in the project has a clear understanding of construction impacts on the project site and in the surrounding areas. A good site logistics plan details things like road closures, site access, crane plans, making it an invaluable tool to maximize productivity while ensuring we are considerate of our neighbors.

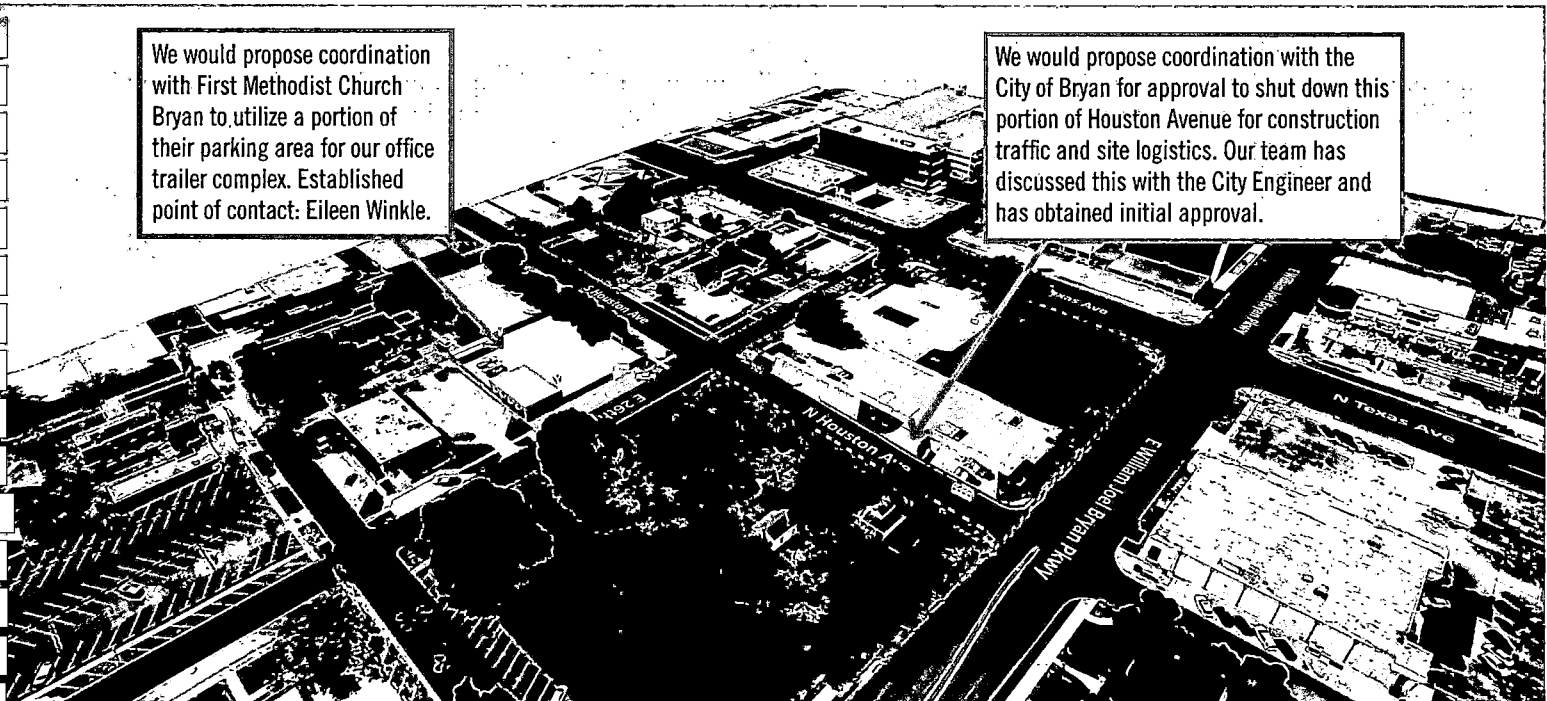
Each project is unique. SpawGlass will work with Brazos County and any other stakeholders to develop a site logistics plan that works for you and your project.

### Construction Entrance and Exit and Road Closures

The provided POR depicted the use of the majority of the site for construction which creates logistical challenges. While we understand that the design is still being developed, maximizing the use of the buildable lot area will still present a challenge. Our team has already had preliminary discussions with the city engineer for the City of Bryan to discuss the possibility of closing North Houston Avenue between East William Joel Bryan Parkway and East 26th Street adjacent to the site for construction traffic and material deliveries during the project. Of course, this is just a proactive approach to begin thinking through your project.

We would propose coordination with First Methodist Church Bryan to utilize a portion of their parking area for our office trailer complex. Established point of contact: Eileen Winkle.

We would propose coordination with the City of Bryan for approval to shut down this portion of Houston Avenue for construction traffic and site logistics. Our team has discussed this with the City Engineer and has obtained initial approval.







### Contractor Parking

SpawGlass would propose to utilize the Roy Kelly parking garage for contractor parking during normal working hours. SpawGlass would coordinate with applicable stakeholders to determine times when the garage is unavailable due to community events or courthouse activity.

### Jobsite Trailer and On-Site Team Parking

As another proactive approach, our team members have been researching adjacent properties for space for office trailers and any additional parking. Our team plans to work with First Methodist Church Bryan to lease their overflow parking lot to locate our jobsite trailers, on-site team parking and minimal material lay down space.



### COORDINATING CONTRACTOR PARKING

The Brazoria County Courthouse Expansion project is located on an active courthouse campus with limited parking. SpawGlass contracted buses to transport workers to the job site from off site parking located at the nearby fairgrounds. This limited congestion in and around the operational courthouse and avoided contractors using the employee parking on site.

### Safety

#### **Safety is our number one priority.**

At all levels of the company, SpawGlass maintains and practices a "Zero Today" philosophy. We approach every day with the mindset to proactively eliminate all incidents. For our team members, safety is at the forefront of everything we do. There are several site specific factors to consider on this project including:



- If sidewalks could be closed or are required to remain open will dictate whether the use of pedestrian tunnels or a protective scaffolding system are necessary.
- With Texas Avenue and East William Joel Bryan Parkway being high traffic roadways, the use of concrete traffic barriers may be necessary to protect the site and any workers from vehicle dangers.
- Traffic and safety signage will be critical to inform the public of any changes in a clear and responsible way.

## Skybridge Coordination



Skybridges and elevated pedestrian walkways can present construction challenges that our team members are well equipped to tackle. **Project Executive Mike Bynum** and



**Superintendent Cody James** both have experience constructing skybridges and have already begun strategizing solutions for this aspect of your project. **Vice President of**



**Operations Garrett Wheaton** constructed the Hobby Airport skybridge connecting a parking garage to the terminal with minimal lane closures and adjustments to traffic patterns.

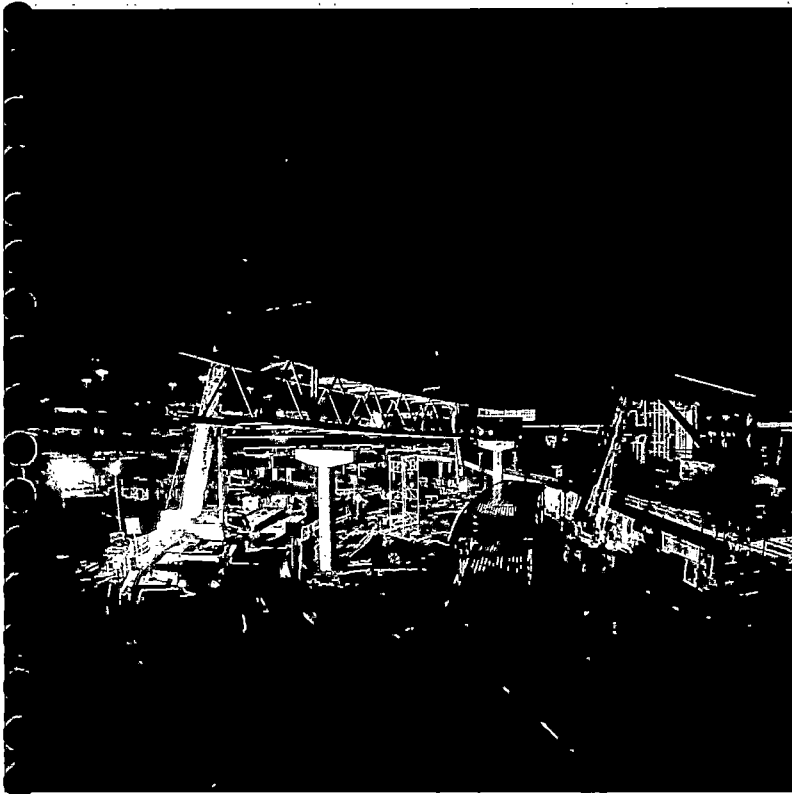
He will bring this knowledge and experience to the team's planning and coordination.

Our team believes that it will be necessary to close a portion of Texas Avenue for a short period of time while critical skybridge structural elements are erected, along with a temporary nightly closure to complete other skybridge activities. We will begin early coordination and planning with TxDOT for any necessary closures such as these. We will work to complete any construction activities that require lane closures during the least busy traffic times to minimize disturbances to the community as well as adjacent property owners.

Additionally, our team will work with Brazos County to develop a thoughtful plan for the tie-in of the skybridge structure to the Brazos County Courthouse. This plan will assist in mitigating any construction impacts to the courthouse and its occupants and visitors. **Project Executive Mike Bynum, Superintendent Cody James and Vice President of Operations Garrett Wheaton have experience connecting skybridges to active buildings.** They understand the unique aspects of this critical component.

Critical Issue	Proposed Consideration
Approach	Potential design-assist with specialty bridge company, prefabrication options; long-span structure, intermediate supports
Skin	Skin options that are low maintenance, complement both connecting structures, and do not interfere with drivers (e.g. glare)
Pedestrian Traffic Flow	Considerations for how pedestrian traffic will move through the existing Courthouse versus the new building, and how the skybridge will interact between the two
Connection to Courthouse	Mitigating impacts to the occupied Courthouse (noise, dust control, temporary department space modifications)
Crane Logistics	Critical crane lift operations and shutdowns for erection

We anticipate a temporary TxDOT road closure and extended nightly closures to complete essential skybridge components above Texas Avenue.



Skybridge construction above active roadways with select, temporary night closures at Hobby Airport Garage.

### Preserving Downtown Bryan

We understand that downtown Bryan is the heart of our community and constantly bustling with events and excitement. Our team members live here in the Brazos Valley and enjoy the variety that Bryan has to offer, from First Friday and the weekly Farmers' Market to top rated restaurants and local art. At SpawGlass we pride ourselves on being a good neighbor. We will work closely with Brazos County, City of Bryan officials and any other applicable stakeholders to mitigate construction impacts to community events and local small businesses. These efforts could include things like traffic plans, jobsite signage, fence screening, and weekend work schedules, among others.

### Structure Type

Structure type dictates a multitude of variances across the project from planning through construction. Our team is well-versed in all of these and will provide guidance to the design team and Brazos County on the benefits and drawbacks of different structure types based on the early preconstruction design planning.

As shown on the site logistics snapshots we've included our initial assumptions are that the building structure will be structural steel and the garage will be pre-cast concrete. However, **we are prepared to plan and construct any structure type necessary.**

### Long-Lead Material Procurement

Our team will assess the design in real time to identify any long-lead equipment or materials and develop a procurement strategy to ensure there are no disruptions to the workflow or schedule.

## INTERFACING WITH THE DESIGN TEAM

*d. Describe your approach to interface with the Projects Architect and its consultants to enhance the design and planning process for the project.*

**Project Executive Mike Bynum and Senior Project Manager Drew Cain** will lead the document review and constructability review process. Together, they will organize and collaborate with our project team and key trade partners to document feedback on pricing, scheduling, material selection, constructability, best practices and lessons learned.

SpawGlass will take a leadership role in promoting open communication and coordination. Our team will establish a routine of regular interaction with key objectives:

- Establish clear lines of communication
- Establish key materials, means and structure to facilitate the schedule
- Develop a detailed schedule with milestone delivery and approval dates
- Clarify project goals
- Create a decision tracking system
- Initiate and facilitate our Project Progression Plan (PPP)

Throughout preconstruction, our team will maintain open communication through the following:

- Weekly meetings with entire team and Brazos County
- Constructability reviews
- Assisting team in identification of project "alternates" that may be priced competitively, but allow flexibility to choose project elements if budget constraints occur
- Page turns prior to submitting each budget update
- Timely estimates and cost analysis reviews
- Meetings with key subcontractors, suppliers, and design-assist partners to ensure accurate pricing
- Providing detailed meeting minutes with action items and delivery dates



## **BLUEBEAM**® To improve efficiency of constructability,

SpawGlass uses Bluebeam Revu® during preconstruction. Revu includes an online collaboration feature, Bluebeam Studio™, which we leverage as a collaboration tool to allow multiple reviewers to comment on the same PDF together in real time, or separately on their own. **This process yields the shortest review / response time allowing designers to effectively collect constructability comments. For owners, it aids in timely decision making.**

## **PROJECT MANAGEMENT INFORMATION SYSTEM**

*e. Please indicate the web-based Project Management Information system(s) you plan to utilize for project control and reporting.*

A good Project Management Information System (PMIS) supports the natural construction project workflow, helping manage day-to-day business processes faster and more effectively. Keeping the entire project on the same page is crucial, and a good PMIS supports this through efficient document control, photos, meeting minutes, daily logs, submittal documents, RFIs, and cost control measures. **SpawGlass will utilize Procore as the PMIS for this project.**

- Request for Information Log
- Transmittal Log
- Subcontracts
- Request for Pricing
- Submittal Log
- Accounting
- Owner Billing

**PROCORE**  
CLOUD-BASED CONSTRUCTION SOFTWARE

## **EARLY AWARD PACKAGES**

*f. List any subcontractors or trades that you would propose for early award packages prior to completion of the Issue for Construction documents, if allowed by the county.*

We strongly advocate for the use of early bid packages to expedite the start of construction while allowing for further refinements to the construction documents. Our strategy involves submitting a detailed written bid/proposal plan before generating the GMP proposal. This submission will outline the planned bid packages, the scopes for each and the necessary completeness of the documents for the package to be bid. If the drawings to be bid are less than 100% complete, we will include our plan for obtaining comparative bids and constructing a complete project with these packages in mind.

Based on our current understanding of the project, we anticipate proposing two bid packages with two bid dates. The first package will focus on early construction activities, including **mobilization, earthwork, site utilities, foundations**, and potentially some **pre-cast concrete elements** if they end up being a part of the design. We aim to time the design delivery for these scopes of work in bid package one to coincide with and be included in the overall 100% DD package.

In addition to the early scopes such as earthwork and utilities, we will include any scopes that require minimal or negligible design input after 100% DDs. By procuring these additional scopes, we can lock in pricing sooner and begin the often-lengthy submittal and fabrication process.



### **EARLY RELEASE PACKAGES FOR ON TIME PROJECT START BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION – ANGLETON, TX**

After finalizing the phasing plan for the entire Campus Expansion in Spring of 2021, while tracking the growing lead times for structural steel, joist, and decking, SpawGlass immediately began petitioning for the AE team to produce an early release set of documents for these building elements for the Administration Building and Emergency Operations Center. This early release package allowed the preconstruction team to start shop drawing review and material procurement of the structural frame and decking allowing the project to proceed in December 2021 without substantial delay.

## CONSTRUCTABILITY PROGRAM

*g. The Owner expects your constructability program to maintain the project budget without sacrificing program or quality. Describe how your program will meet these expectations and be reported in the form of recurring deliverables at project milestones.*

Our constructability reviews have far reaching impacts on the project. We identify efficiencies that can reduce cost, identify potential quality issues associated with certain details or materials, identify synergies in the schedule and workflow, and seek to proactively eliminate safety concerns. We utilize the experience of all of our team members and our company to act proactively in the interest of the project and prevent many issues and unexpected costs before they ever have the chance to occur.

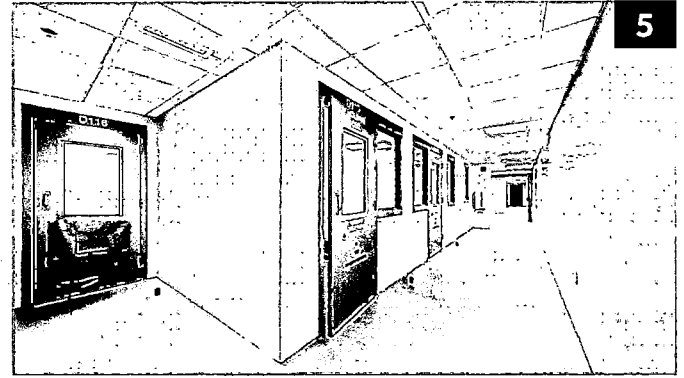
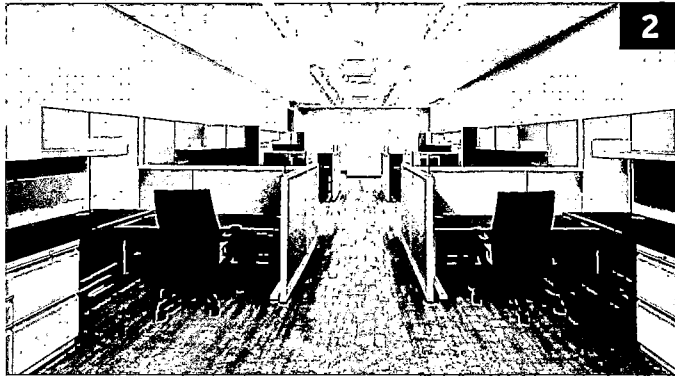
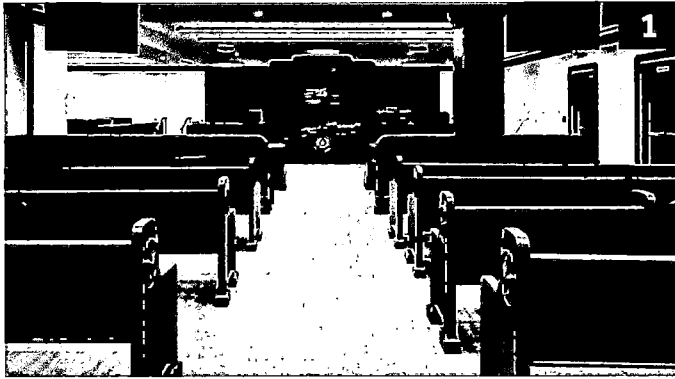
During preconstruction, we will conduct a detailed, page-by-page review of all construction documents. **We involve the entire project team, along with additional team members who bring relevant experience, ensuring a thorough and comprehensive approach.** When needed, we also consult key subcontractors to gain specialized insights. This hands-on process allows us to anticipate challenges and offer solutions that keep the project on track.



SpawGlass team members with Brazoria County Sheriff's Office end users at the Brazoria County Courthouse Expansion Project. We believe involving project stakeholders throughout the project helps fulfill our core value of living teamwork.

### Constructability Review Overview

Focus Area	Major Tasks
Documents	<ul style="list-style-type: none"> <li>• Complete review of all project documents during the design process – plans, specifications and any supplemental reports (geotechnical, etc.)</li> <li>• Raise questions about incomplete/erroneous/ conflicting information (eliminate assumptions)</li> <li>• Address missing details that are still required and construction details that do not work</li> <li>• Recommend revisions and/or additions to the documents</li> <li>• Review the organization and flow of the contract documents themselves for ease of subcontractors to understand and follow</li> </ul>
Structure and Materials	<ul style="list-style-type: none"> <li>• Review all structural systems, especially in regards to sequence and accessibility; in some cases, a third-party peer review may be warranted for items, such as pre-engineered systems</li> <li>• Review building envelope and weatherproofing (our policy is to employ an independent consultant to review building envelope details on all of our projects and provide, at a minimum, a written report of all findings and recommendations)</li> <li>• Cross-reference civil, structural and architectural drawings with mechanical, electrical and plumbing (MEP) drawings</li> <li>• Review all MEP systems, including all equipment schedules, space requirements, code required services and maintenance access</li> <li>• Read and evaluate specifications to determine material and installation requirements</li> <li>• Review all special systems (i.e. Pre-Action Fire Protection)</li> <li>• Review all sole source materials</li> </ul>
Schedule	<ul style="list-style-type: none"> <li>• Comment on construction sequence and schedule implications</li> <li>• Thoroughly evaluate project schedule versus allowable contract time</li> </ul>



## SpawGlass Builds.... 101 North Texas Avenue

Our team of construction professionals are ready to leverage their unique qualifications to deliver secure, functional facilities that provide optimal community resources for Brazos County's justice programs and those who support them. **These critical spaces are more than just buildings - they are designed and built to support our community and those who keep the wheels turning every day.**

### 1. County and District Court Facilities

*Brazoria County Justice Center | Angleton, TX*

### 2. County Administrative Office Spaces

*Brazoria County Administration Building | Angleton, TX*

### 3. Parking Garage with Secured Access

*The Village of Southampton | Houston, TX*

### 4. Skybridge Connecting to Existing Building

*Brazoria County Justice Center | Angleton, TX*

### 5. Secured Holding Cells and Egresses

*Comal County Landa and Annex Buildings | New Braunfels, TX*

### 6. Parking Garage for County Government

*City of Temple 1st Street and 4th Street Garages | Temple, TX*



Comal County District Court Clerk's Office

## SECTION 2

### QUALITY CONTROL PLAN

#### MEASURING QUALITY CONTROL

*a. Describe how your quality control team will measure the quality of construction performed by subcontractors, and how you will address non-conforming work on this project.*



**Superintendent Cody James, Assistant**



**Superintendent Charles Barrington and**



**Quality Assurance Jim Chirido will oversee**

quality control for the project. Together, they will implement our proven Zero-Defect Process (ZDP), our multi-faceted quality control program, to ensure delivery of high-quality workmanship throughout all phases of project delivery.

For each significant construction activity and measurable feature of work, the ZDP will be applied in three phases:



**1. Preparatory Phase** – Prior to beginning work, our project team will review contract specifications and drawings, manufacturers' installation instructions and required inspections, and arrangements for required tests and inspections. We also will review each subcontractor's site-specific quality management plan. At this stage, our goal is to focus our quality efforts on preventing deficiencies.

**2. Initial Phase** – Once a representative sample of the work has been done, we will examine and photograph the first work-in-place to ensure a superior level of workmanship and strict compliance with the construction documents, material samples, submittals and shop drawings. This phase will be repeated each time a new crew begins working onsite or whenever specified quality is not met.

**3. Verification Phase** – Once a construction activity or feature of work is complete, we will verify conformance to the construction documents, and required tests and inspections will be performed. Any identified deficiencies or nonconforming work will be corrected, re-inspected and documented before any subsequent construction activities proceed.

Utilizing the ZDP will allow SpawGlass to plan, schedule and install work in an orderly, consistent manner that will reduce rework and warranty issues, while helping keep the schedule on track and costs in check on your project.

During the design phase, our project team will thoroughly review the documents to identify potential issues that could result in inefficiencies, high maintenance costs, poor quality or expensive construction. Our team leaders will provide recommendations on construction methods, constructability, materials, equipment, special handling requirements and specification clarifications.

With input from Brazos County and design team, we will develop a site-specific quality management plan (SSQMP) as part of our ZDP, which will be finalized no later than mobilization to the field. Our team will ensure compliance with Brazos County's quality control requirements, as outlined in the contract. Any recommended changes from Brazos County, design team or consultants will be incorporated into a revised SSQMP.





## COLOR CODING FOR QUALITY

For in-wall inspections, each subcontractor is given a color to mark the studs confirming that they have performed a quality control check for a section of wall, and it is ready for final inspection. Once all the subcontractors have completed their quality check, the SpawGlass project team will perform a final verification. An additional inspection is held with the design team and owner. Once the areas have been checked and confirmed through the ZDP and all deficiencies have been addressed, the project team will spray the final color on the studs showing that the wall section is ready for cover up.



## DOCUMENTING AND REPORTING DEFICIENCIES

*b. Identify how you will document and report deficiencies, including communication of resolution to the Owner and third-party quality assurance inspectors.*

### PROCORE®

We utilize Procore software for real-time tracking and documentation of our quality control efforts, ensuring transparency and consistency throughout the project. This streamlines communication among all project stakeholders with a centralized location for all team members to access inspections, verifications, or daily entries at any time. In addition, we can conduct real-time quality control using Procore to conduct inspections and sign-offs digitally.

## PUNCH LISTS

*c. Describe how you intend to create, track, complete, and closeout punch lists for this project.*

A successful punch list development ensures all portions of the project meet the owner's expectations.



**Superintendent Cody James** will oversee the following inspections leading up to and including Brazos County inspections as part of this process:

**Completion Inspection** – This inspection will take place when the work is substantially complete. We will conduct a detailed inspection to include the following steps:

- Inspect work for quality, workmanship, and completeness
- Review administrative items for submittal and approval
- Prepare a punch list during the walk through and review it with all parties, documenting comments and observations
- Note an estimated date on the punch list by which deficiencies are to be corrected

**Pre-Final Inspection** – This inspection will take place soon after the Completion Inspection and upon notice from the contractor that all items noted during the Completion Inspection have been corrected. The Pre-Final Inspection ensures proper completion of the contract document requirements.

**Final Acceptance Inspection** – Given a five-day notice; the Final Acceptance Inspection will be conducted by Brazos County and the design team. All specific items identified through the previous inspections will have been corrected and all remaining work will be complete and acceptable prior to date of Final Inspection. A listing of incomplete or unacceptable work will be developed by Brazos County and furnished to SpawGlass for correction.

**Documentation** – The project team will maintain current records at the jobsite that become part of the record documents for the project, providing factual evidence that required quality control activities and/or tests have been performed.





## FACILITATING MOCK-UPS

*d. Describe how and when you intend to facilitate mock-ups for the Owner's approval.*

Ideally, a project like your 101 N. Texas Avenue project would have multiple mock-ups throughout the course of construction. We will coordinate these mock-ups with the design team.

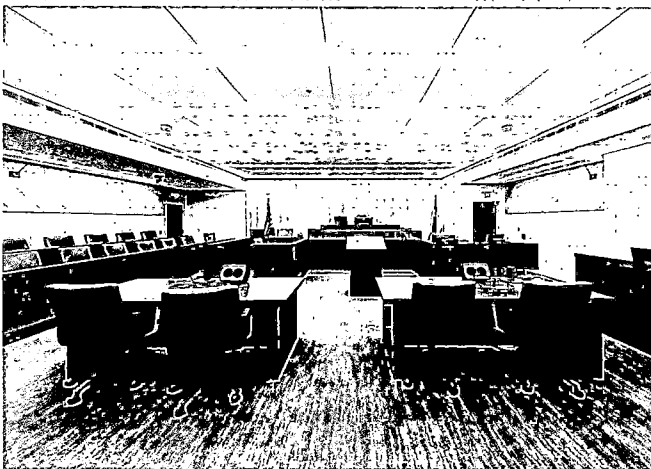
We would propose an initial mock-up of the building facade prior to the building above grade structure beginning to work through any exterior envelope and/ or aesthetic issues. We want to ensure this building fits your vision for Brazos County and Downtown Bryan.

As the structure is progressing we would propose a series of in place mock-ups based on the building design potentially including spaces like courtrooms, and holding cells, among others.

### COMAL COUNTY LAND & ANNEX BUILDINGS – NEW BRAUNFELS, TX

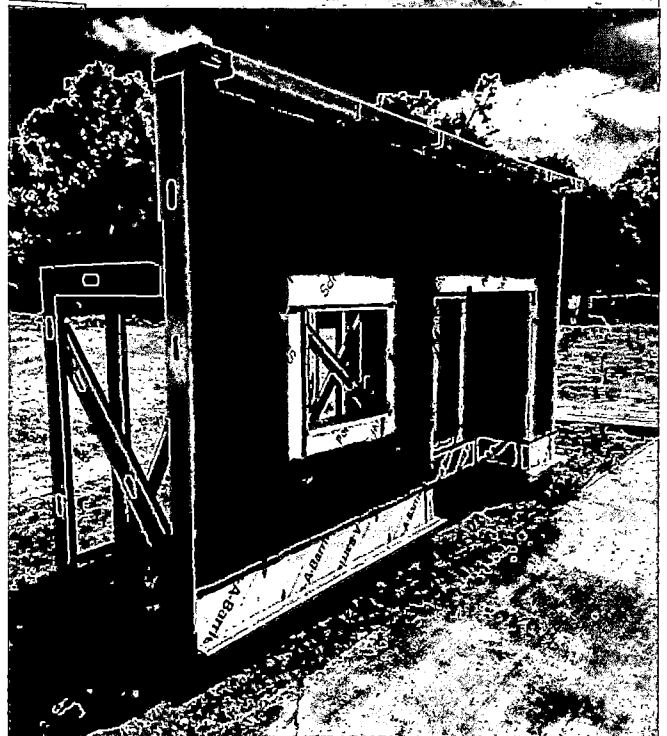
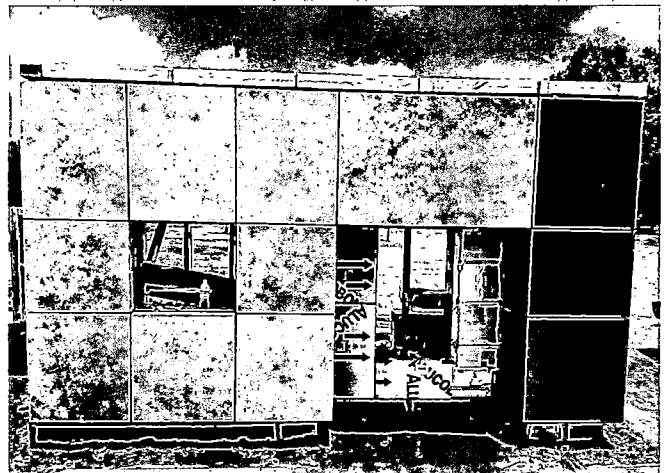
Our project team built full-scale mock-ups of the courtrooms to allow the end users to experience the spaces before they were built and request any adjustments. This resulted in several changes to design prior to construction, saving time and cost and ensuring owner satisfaction with the end product.

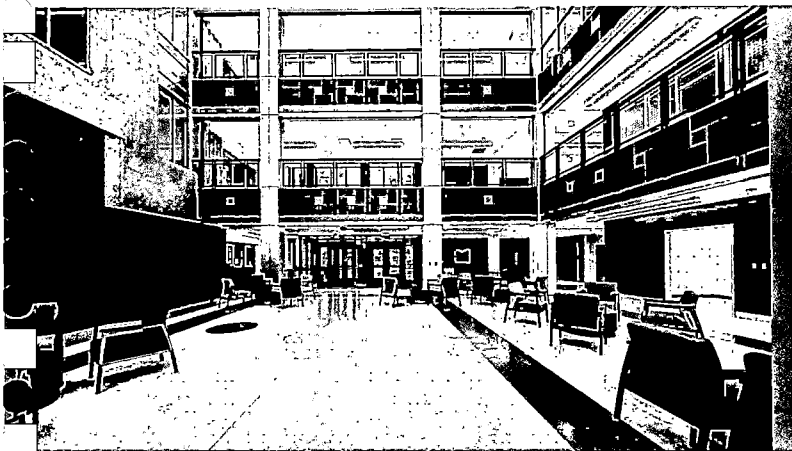
The mock-ups were built to scale with plywood and cardboard, representing all aspects of the courtroom, including platforms and walls. The lawyers and judges tested the spaces, which even incorporated removable pieces to allow them to adjust the heights and thicknesses of walls. With a tangible feel for the space, the end users were able to provide valuable feedback.



### BRAZORIA COUNTY COURTHOUSE EXPANSION – ANGLETON, TX

At the Brazoria County Courthouse Expansion Project our team built a mock-up of the complete exterior building facade. This included the exterior framing, sheathing, water proofing, curtain wall installation, ceramic panel installation, roof system, roof blocking and roof coping cap. This was done to ensure that our subcontractors had a clear understanding of waterproofing requirements and installation details. Every step of the process was reviewed by waterproofing and windstorm consultants along with the design team and SpawGlass.





Brazoria County Justice Center Atrium Connection to Existing Courthouse

## SECTION 3

### PROJECT DELIVERY SCHEDULE

#### MILESTONE SCHEDULE

*a. Provide a Milestone schedule for this project using the Project Planning Schedule in the previously issued RFQ.*

Our proposed milestone schedule for this project based on the current provided documents is included on the following pages. This preliminary construction schedule aligns with the owner's timeline in the provided documents. The schedule will be further refined in collaboration with the owner and the design team during preconstruction.

#### SCHEDULE ASSUMPTIONS

*b. Identify the schedule assumptions that are included in your CPM schedule submittal.*

Our proposed schedule is based on the draft schedule provided in the POR, which assumes the CMAR contract will be awarded no later than April 2025, construction NTP date in February 2026, and an 18-month construction timeline. This schedule also assumes a structural steel building and a pre-cast garage.

We understand a move in date of December 2027 is important for the operations of 101 North Texas Avenue building to allow for preparation of courtrooms, offices and other spaces for use before the facility becomes operational in February 2028. **We are fully committed to meeting or exceeding this schedule.**

SpawGlass utilizes Primavera P6 for all levels of scheduling. Schedules are completed early to track the entire project as well as completion of individual schedules for each phase of the project. The schedule is updated on a weekly basis, and three-week schedules are distributed to all subcontractors at weekly meetings. The schedule includes key submittals, milestones and critical delivery items.



#### SCHEDULING BEST PRACTICES

SpawGlass focuses on a number of issues that assist in the schedule acceleration process when planning our work:

- Identify potential long-lead materials and provide alternate supply selections or early procurement
- Help organize and plan phased work so drawings are developed with considerations of phased requirements
- Develop a lean preconstruction and construction schedule and communicate critical activity decisions required
- Conduct early conversations to identify risk management requirements and track comments

#### OWNER'S PROPOSED SCHEDULE

*c. Describe your plan for meeting or improving the Owner's proposed schedule, and describe any impact on quality of services, materials, or workmanship that may occur.*

#### Analysis of the Project Planning Schedule

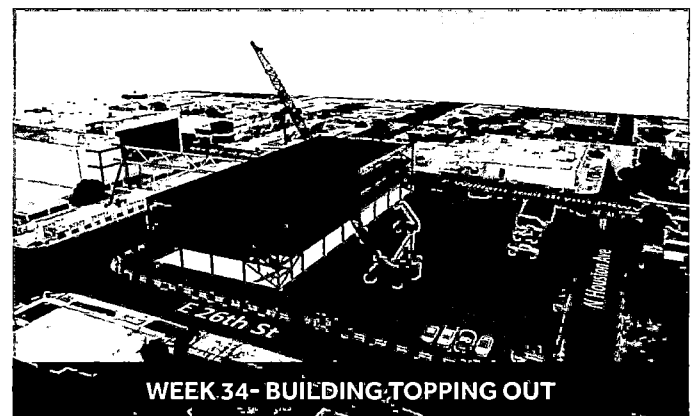
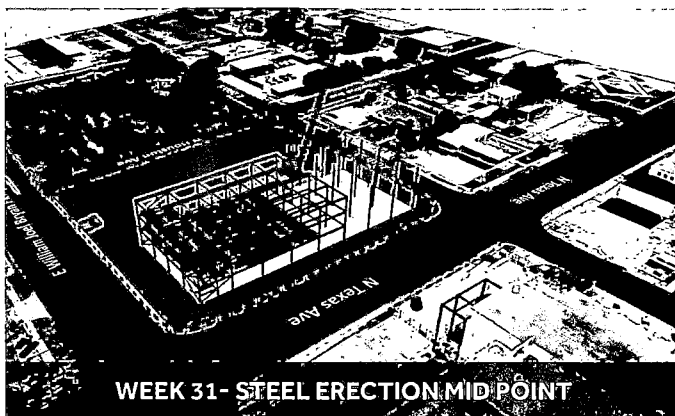
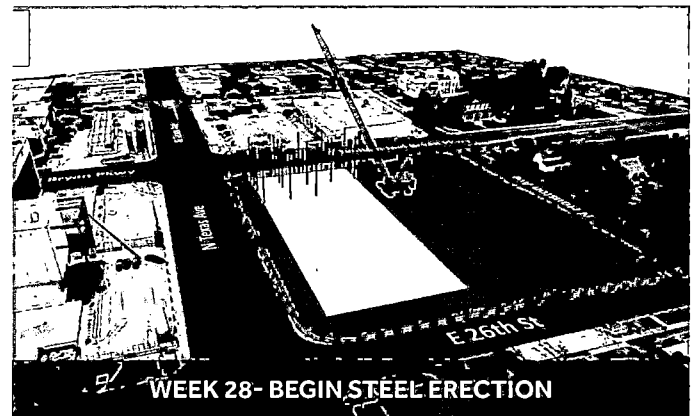
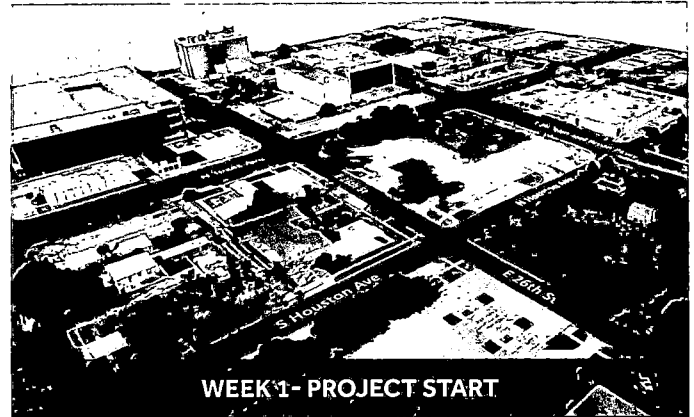
SpawGlass has reviewed the project planning schedule milestones outlined in the Broaddus Planning POR and is confident the time allocated for construction is sufficient.

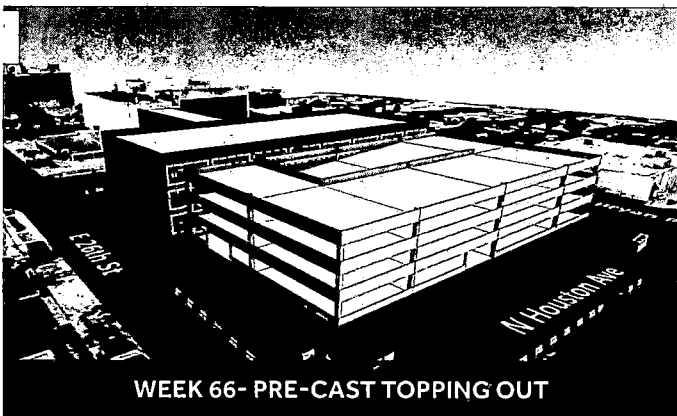
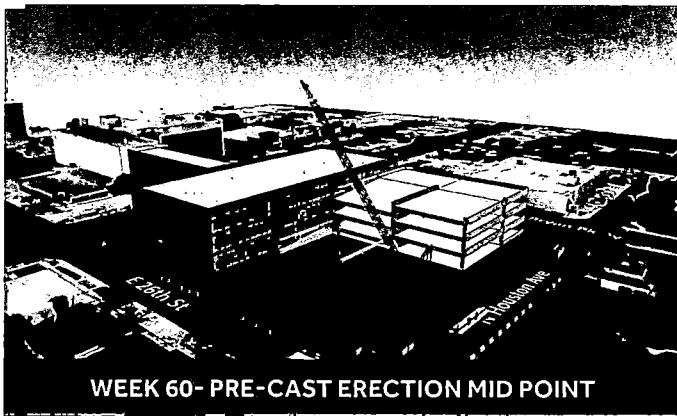
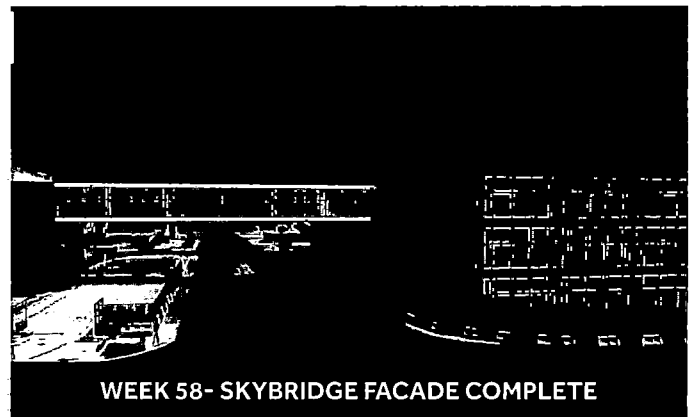
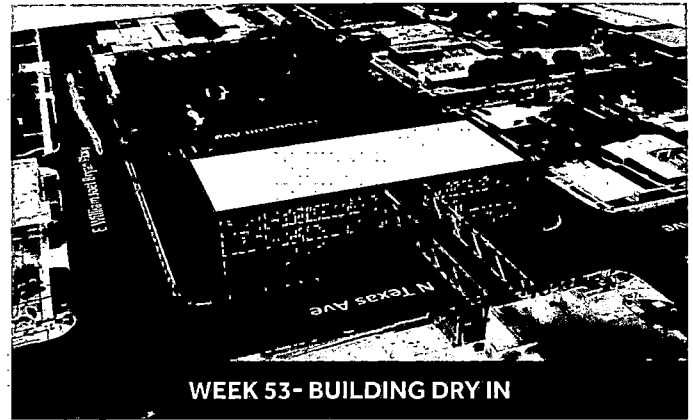
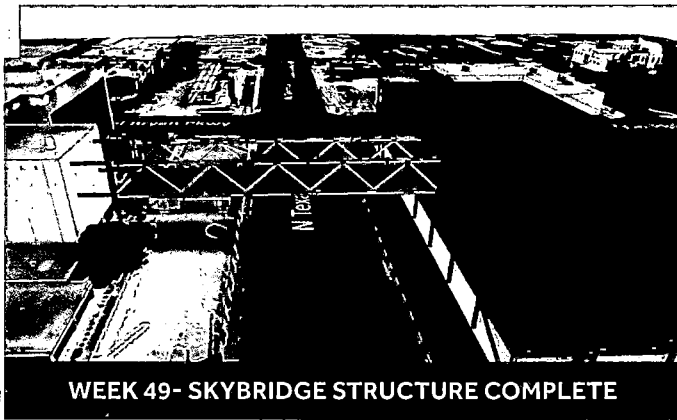
We currently are estimating an 18-month construction schedule from NTP to Substantial Completion. Based on the project schedule provided this would be a one-month improvement on the planned construction finish date.

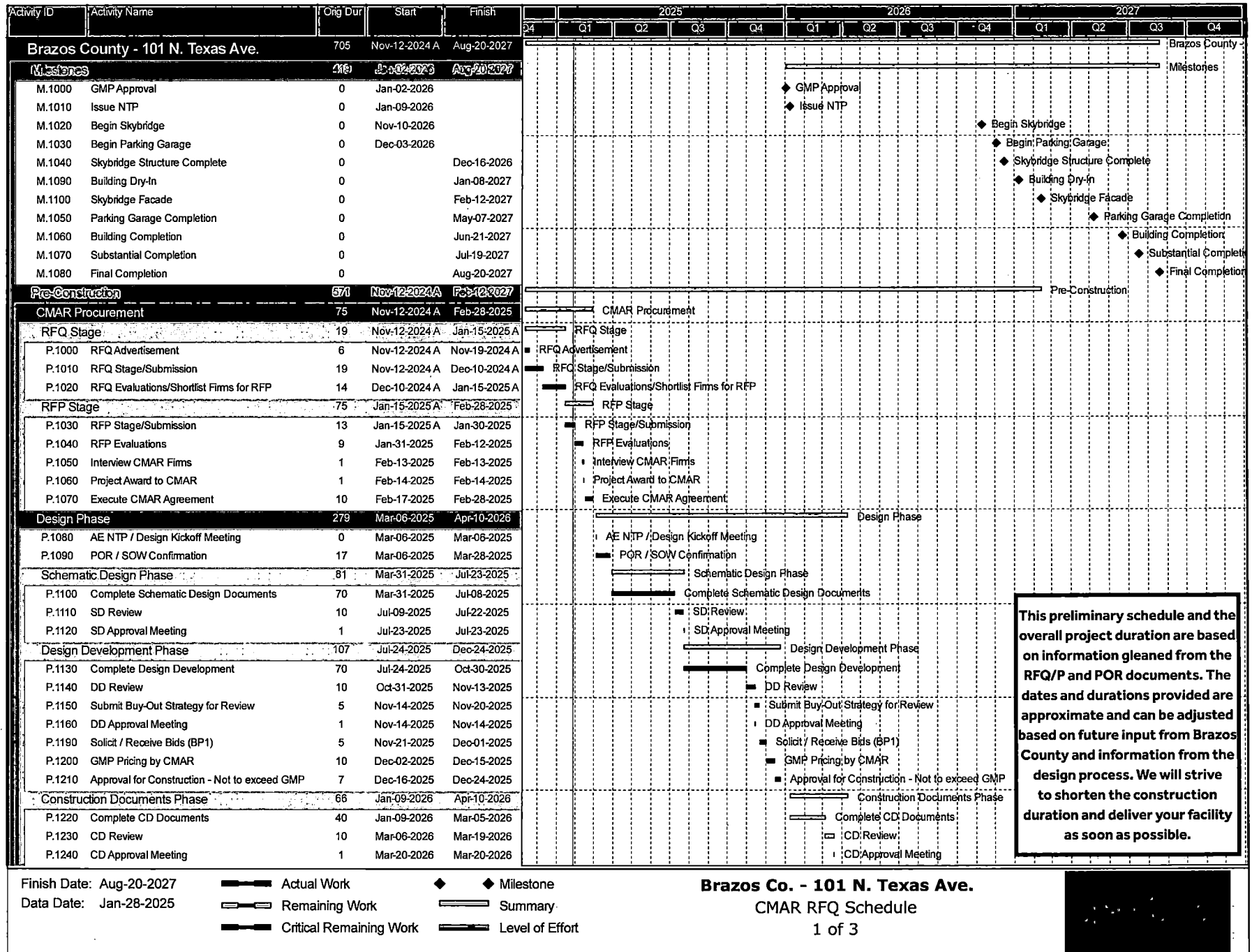


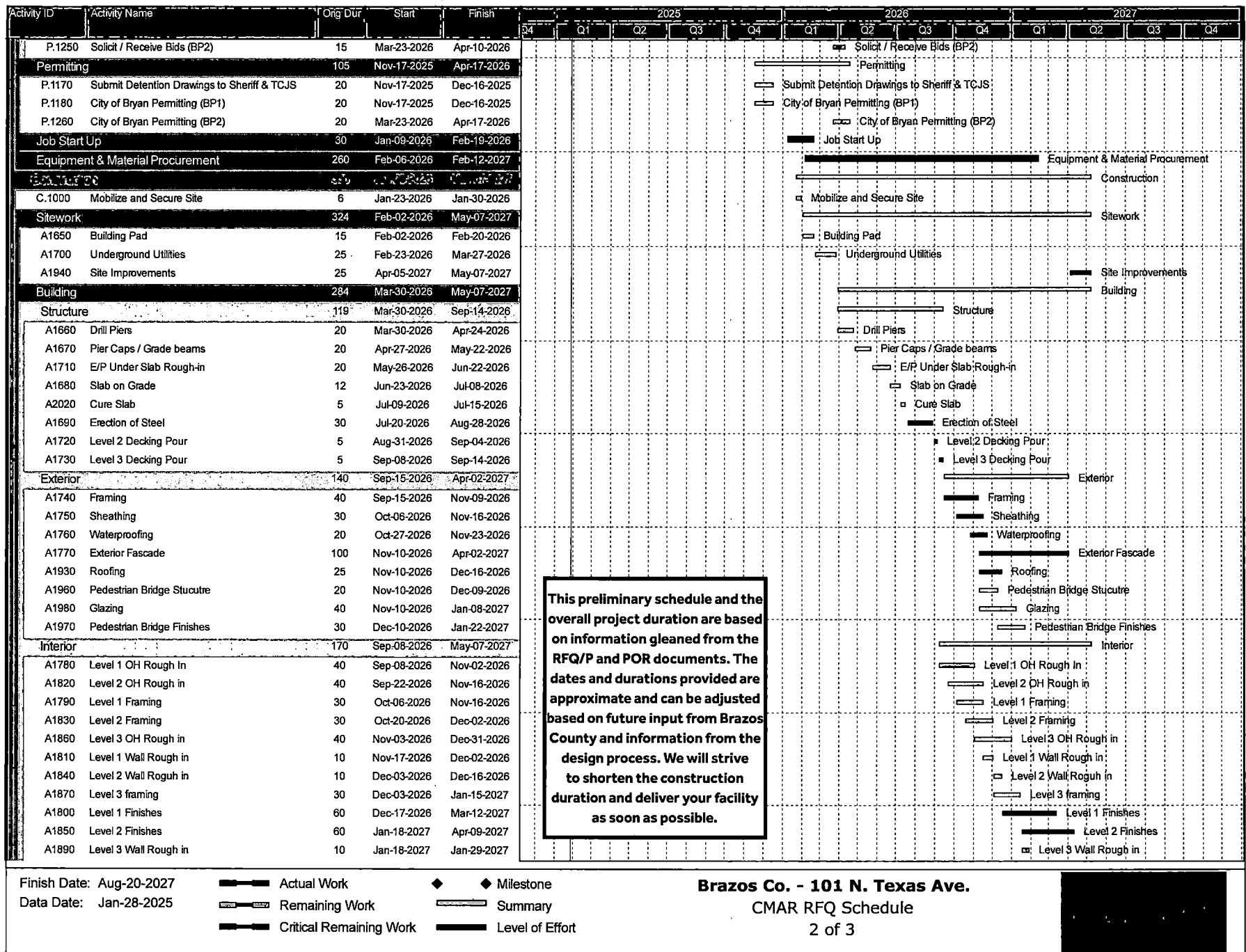
#### 4D Site Logistics Planning

Our teams utilize 4D site logistics software to visually explore the project at different stages or milestones throughout the overall duration. This allows our team, as well as the design team and owner, to visually comprehend the flow of construction and to view different scenarios for optimal site logistics planning. The following snapshots are visual representations of your project based upon the POR design parameters. We look forward to integrating the actual design into this process once selected.













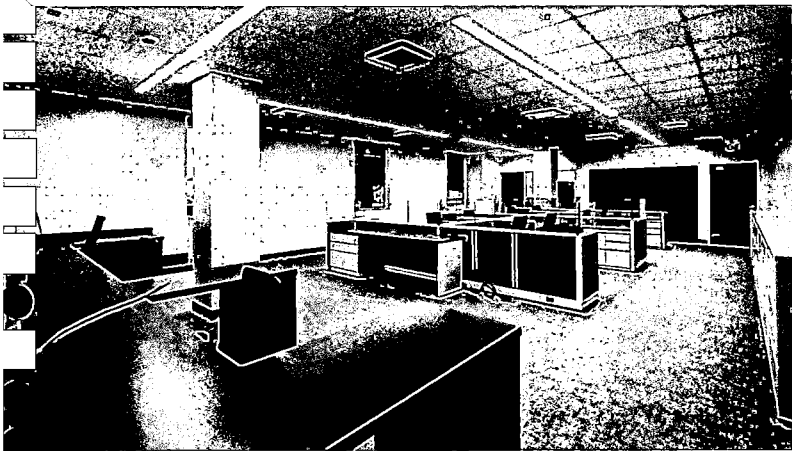


**This preliminary schedule and the overall project duration are based on information gleaned from the RFQ/P and POR documents. The dates and durations provided are approximate and can be adjusted based on future input from Brazos County and information from the design process. We will strive to shorten the construction duration and deliver your facility as soon as possible.**

 Actual Work       Milestone  
 Remaining Work       Summary  
 Critical Remaining Work       Level of Effort

Trial	Control (○)	MCI (●)	AD (□)
1	65	65	65
2	70	75	68
3	75	70	68
4	80	65	68
5	85	60	70





Brazoria County Justice Center

## SECTION 4

### WARRANTY PHASE SERVICES

#### WARRANTY SERVICES SUPPORT PHILOSOPHY

*a. Describe your warranty services support philosophy, and warranty service implementation plan for this project.*

SpawGlass' proactive warranty service support philosophy begins with ensuring all materials and equipment are properly installed and commissioned, and all maintenance and operations personnel receive hands-on and written training. **All warranty service support will come from our local Brazos Valley Office.**



**Senior Project Manager Drew Cain will continue as your single point-of-contact throughout the warranty period.** We believe having consistent leadership and points of

contact throughout the life cycle of the facility results in less potential for warranty issues as well as the ability to resolve any issues more efficiently. Should warranty service be required, this will provide continuity and history behind any warranty requests.

We will respond to every warranty request within 24 hours, inform Brazos County of the time required for corrections and make the corrections within the given time frame. Our local Brazos Valley office will respond to any warranty request with our local workforce, if appropriate, or contact the responsible subcontractor to arrange correction.

#### Placing a Warranty Request

1. Directly contact **Senior Project Manager Drew Cain** (830-730-8310), ([drew.cain@spawglass.com](mailto:drew.cain@spawglass.com))
2. Call our Brazos Valley office (979-401-3270)
3. Call our 24/7 toll-free phone number that is dedicated to warranty calls (800-771-0422)
4. Send a Warranty Action Request form to our Brazos Valley office

We will notify Brazos County once corrections are completed, so the work may be inspected.



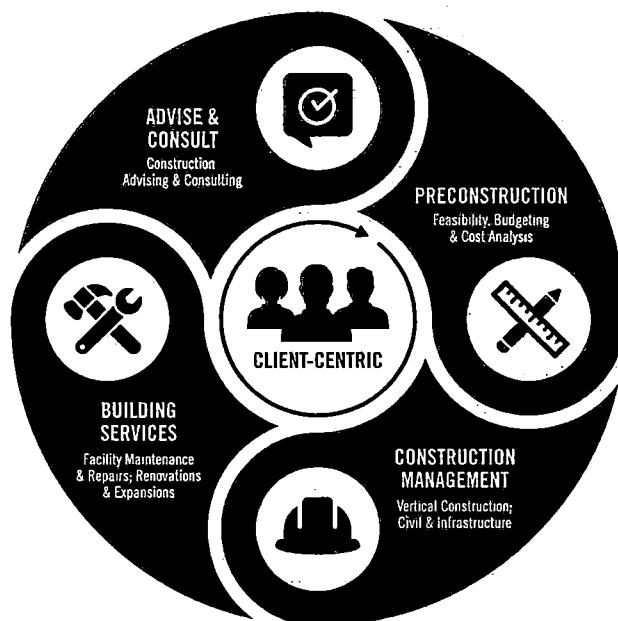
#### LOCAL ADVISORY

We created this plan to ensure that all project team members are aware of the project's warranty services support philosophy and implementation plan. This plan will be used to guide the project team's actions and decisions throughout the project's life cycle.

#### Full Life Cycle Construction

We are ready, willing and able to provide construction services for every phase in the life of Brazos County's facility – from road to roof!

As part of our life cycle construction services, we provide an annual review of our projects for years after the warranty period. During this walk through, we evaluate the health of the building as well as maintenance and operations of the building.



## PROMPTLY REMEDYING DEFECTS

*b. State your understanding of the time allotted to promptly remedy defects once notified by the Owner.*

Our team members live here in the Brazos Valley, ensuring our ability to monitor the project 24/7 and respond swiftly to any issues that may arise.

**We will respond to every warranty request within 24 hours, inform Brazos County of the time required for corrections and make the corrections within the given time frame.**

## MONITORING QUALITY OF SERVICE

*c. Describe how you will monitor the quality of service provided to the Owner.*

We track all warranty requests and activities – from start to finish – in our project management software. Prior to the conclusion of the one-year warranty period, we will conduct a formalized walk-through with Brazos County and the architect to identify any outstanding issues not previously addressed in the warranty period. At the end of the warranty period, we provide a detailed log that includes all warranty requests resolved.

Our ultimate goal is to provide Brazos County with the absolute best construction experience. To achieve this goal, SpawGlass has developed a corporate Proven Process, based on elements of **The SpawGlass Way – Build Trust; Live Teamwork; Think Like an Owner; Be Professional and Be Passionate**. Centered on effective, active communication in all we do, this process is the foundation for our corporate culture and philosophy

### Client Experience Process

We want to understand our client's definition of success, and through our Client Experience Process, we formally measure how we are meeting their expectations at defined stages throughout the life of the project, including the warranty phase:

#### Project Start

Identify Brazos County's top needs and expectations of the team.

#### Midway Through the Project

Determine how the team is doing and discuss any concerns.

#### Within 30 Days of Substantial Completion

Evaluate how the project team performed overall and if Brazos County's expectations were met.

#### 10 Months Post-Occupancy

Check-in; discuss any lessons learned

## THE RIGHT EXPERIENCE

- ✓ Local, Committed Team
- ✓ CMAR Project Leader
- ✓ Active Site Coordination
- ✓ Skybridge Experience
- ✓ Governmental Projects
- ✓ Court Facilities
- ✓ Holding Cells and Security
- ✓ Administrative Buildings
- ✓ Parking Garages
- ✓ Multi-Story Buildings



City of Lakeway Police Facility Judges' Room

## SECTION 5

### PRICING AND DELIVERY PROPOSAL

## PRICING AND DELIVERY PROPOSAL

a. Complete the attached "Pricing and Delivery Proposal" form (Exhibit D).

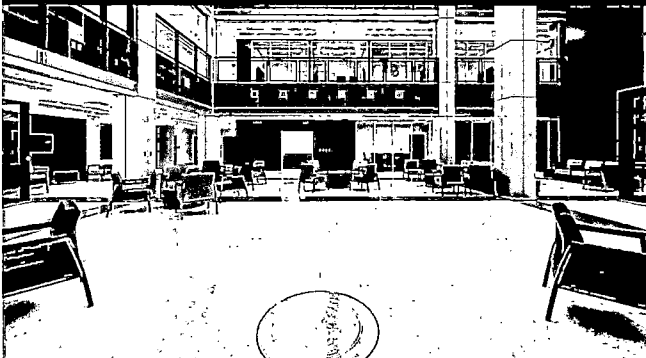
We have provided the Exhibit D - "Pricing and Delivery Proposal" form for the Brazos County 101 N. Texas Avenue Project in the original proposal submission.

We have also included our bid bond on the following pages.



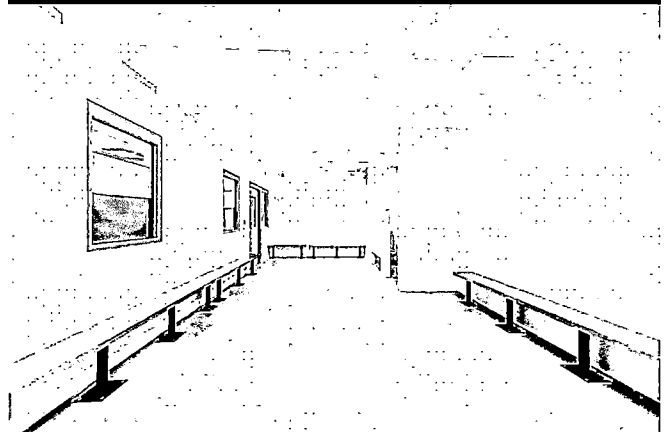
### COST SAVINGS FOR BRAZORIA COUNTY

SpawGlass was awarded the Brazoria County Courthouse Campus Expansion Project in August of 2020, at the height of the COVID Pandemic. With the pricing volatility and uncertainty of material availability that ensued, it was important that our team provided value-based solutions with each estimate. A list of cost alternates was developed and provided at each estimate iteration including multiple options for different exterior skins, foundation types, millwork finishes, lighting fixtures, building "shell" alternatives, mechanical equipment, floor materials, and decorative elements. This analysis of cost alternatives was presented as a "shopping list" where the value of each option was weighed against the campus budget. Over \$15,000,000 of cost-saving ideas were presented throughout the preconstruction phase of this project.



### COST SAVINGS FOR COMAL COUNTY

During the construction of the holding facility, our project team identified an innovative solution for building custom walls for the detention center using metal stud framing, steel plates and pre-drilled holes. Re-purposing steel panels from a previously completed county jail project saved the owner \$100,000. Additional items that brought value included use of J hooks (\$21,000); change of light fixtures (\$20,000); switching powder-coated stainless steel handrails to powder-coated regular steel (\$39,000); removal of insulation for exterior metal wall panels (\$107,000); and opting for fabricated aluminum letters that were painted bronze instead of brass letters (\$46,000).



**EXHIBIT D: PRICING AND PROJECT DELIVERY PROPOSAL FORM**

Proposal of: SpawGlass Construction Corp.

*(Respondent's Company Name)*

To: BRAZOS COUNTY  
PURCHASING DEPT.  
Bryan, Texas

Project Name: ***101 North Texas Avenue***

RFP No.: ***CIP 25-563***

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the proposed form of Agreement, and any associated attachments, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

**A1. ESTABLISHMENT OF THE CONSTRUCTION MANAGER'S BUDGET LIMITATION:** The Owner has established a Construction Manager's Budget Limitation (CMBL) amount of \$50,000,000 which includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposal.

**A2. RESPONDENT'S PRE-CONSTRUCTION PHASE FEE:** The Respondent shall identify a Pre-Construction Phase Fee.

Respondent's Pre-Construction Phase Fee

\$ 75,000

**A3. ESTABLISHMENT OF THE CONSTRUCTION COST LIMITATION:** Using the CMBL and the Respondent's Pre-Construction Phase Fee identified above, the Respondent shall identify the Construction Cost Limitation (CCL):

Construction Manager's Budget limitation		\$50,000,000
	<i>(less)</i>	
Construction Manager's Construction Contingency		\$4,000,000
	<i>(less)</i>	
Construction Manager's Pre-Construction Phase Fee (as above)		\$75,000

*(equals)*

Construction Manager's Construction Cost Limitation

\$ 45,925,000

**A4. RESPONDENT'S CONSTRUCTION PHASE FEE:** Using the CCL identified above, the Respondent shall identify a lump-sum Construction Phase Fee.

Construction Manager's Estimated Construction Phase Fee

\$ 1,248,500

**A5. RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COSTS:** The Respondent shall identify a General Conditions not-to-exceed amount.

Construction Manager's Estimated General Conditions

\$ 2,650,344

Total Construction Duration

577

Calendar Days

A6. Using the not-to-exceed General Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office and office supply costs for the Project as listed below:

<u>Allowable General Condition Line-Item Category</u>		<u>Estimated Total Cost</u>
On-Site Project Management Staff	subtotal	\$ 1,568,625
Bonds and Insurance	subtotal	\$ 798,120
Temporary Project Utilities	subtotal	\$ 107,154
Field Offices & Office Supplies	subtotal	\$ 176,445

Estimated On-Site Project Management Staff and Rates

<u>Position</u>	<u>Quantity</u>	<u>Months</u>	<u>Monthly Salary Rate</u>
Project Executive	1	5	\$ 20,555
Project Manager	1	19	\$ 17,250
Superintendent	1	19	\$ 18,400
Assistant Superintendent	1	19	\$ 11,000
Project Engineer(s)	1	12	\$ 9,500
Field/Office Engineer(s)	1	19	\$ 10,750
Field Office Support Staff	1	6	\$ 10,450
CPM Scheduler	-	-	\$ -
Safety Coordinator / Asst.	1	19	\$ 10,450

A7. AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the Owner as the "best value" proposal, and to commence services on or before the commencement date stated by the Owner in the Notice to Proceed. The Owner reserves the right to accept or reject any and all proposals, and to waive proposal irregularities. Proposals shall be valid and may not be withdrawn for a period of ninety (90) days from the date of opening thereof.

A8. Respectfully Submitted and Certified By:

Garett Wheaton

*(Respondent's Printed Name)*



*(Authorized Signature)*

Vice President, Operations

*(Title)*

01/30/2025

*(Date)*

**CHUBB**

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

## **AIA Document A310™ - 2010 Bid Bond**

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

### **CONTRACTOR**

*(Name, legal status and address):*

**SpawGlass Construction Corp.  
13800 West Road  
Houston, TX 77041**

### **SURETY**

*(Name, legal status and principal place of business):*

**Federal Insurance Company  
202B Halls Mill Rd., PO Box 1650  
Whitehouse Station, NJ 08889-1650**

### **OWNER**

**Brazos County, TX  
300 E 26th Street  
Bryan, TX 77803**

### **BOND AMOUNT**

**Five Percent of Greatest-Amount-Bid (5% GAB)**

### **PROJECT**

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

**CMAR 101 North Texas Avenue**

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

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

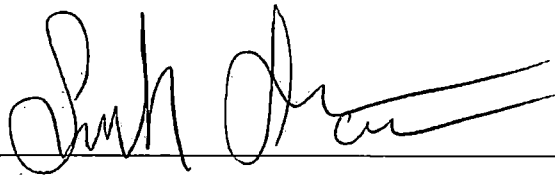
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement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

Signed and sealed this

23rd

day of

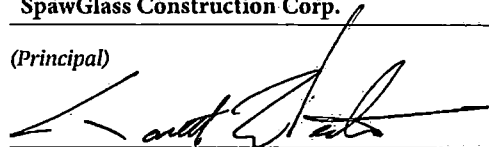
January, 2025



(Witness)

SpawGlass Construction Corp.

(Principal)

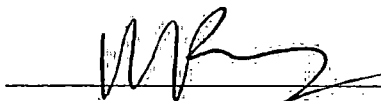


(Title) Garrett Wheaton - Vice President of Operations

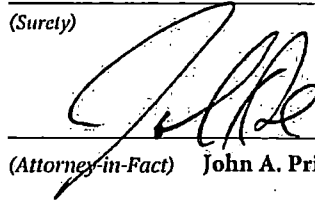
(Corporate Seal)

Federal Insurance Company

(Surety)



(Witness) Michael P. Berry



(Attorney-in-Fact) John A. Prince

(Corporate Seal)



# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of June, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of June, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318886  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 23rd day of January, 2025



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**CHUBB®**

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

**AIA Document A310™ - 2010 Bid Bond**

---

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

**CONTRACTOR**

*(Name, legal status and address):*  
**SpawGlass Construction Corp.**  
**13800 West Road**  
**Houston, TX 77041**

**SURETY**

*(Name, legal status and principal place of business):*  
**Federal Insurance Company**  
**202B Halls Mill Rd., PO Box 1650**  
**Whitehouse Station, NJ 08889-1650**

**OWNER**

**Brazos County, TX**  
**300 E 26th Street**  
**Bryan, TX 77803**

**BOND AMOUNT**

**Five Percent of Greatest-Amount-Bid (5% GAB)**

**PROJECT**

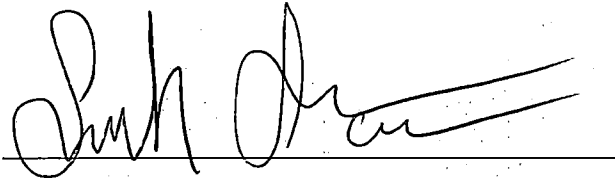
*(Name, location or address, and Project number, if any)*  
**CMAR 101 North Texas Avenue**

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


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

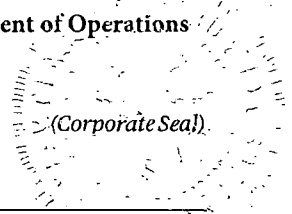
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement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

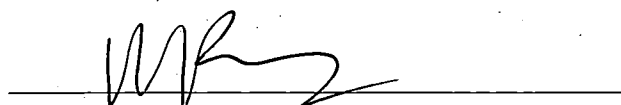
Signed and sealed this                      23rd                      day of                      January, 2025

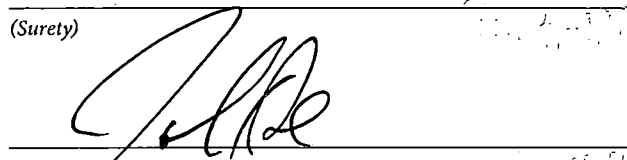
  
(Witness)

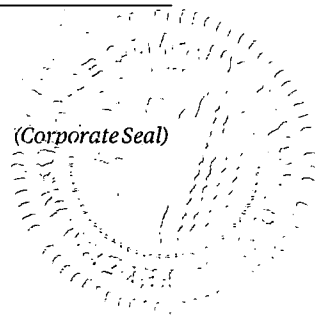
SpawGlass Construction Corp.  
(Principal)

  
(Title)    Garrett Wheaton - Vice President of Operations



  
(Witness)    Michael P. Berry

Federal Insurance Company  
(Surety)  
  
(Attorney-in-Fact)    John A. Prince



# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of June, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1<sup>st</sup> day of June, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

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Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 23rd day of January, 2025



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

# RFQ # CIP 25-563 Construction Manager at Risk for 101 North Texas Avenune

	Max Points Available	SpawGlass Construction Corp.*	MYCON General Contractors, Inc.	Broaddus Construction	J.T. Vaughn Construction, LLC*	Skanska USA Building Inc.	Hoar Construction, LLC.
<b>RFQ</b>							
1 Capability of Organization to Provide CM Services	20	17	17	13	18	16	16
2 Firm Experience on Similar Project Types	20	18	15	12	17	16	17
3 Qualifications and Experience of Proposed Team	15	13	12	10	13	12	12
4 Technical Management Approach	10	9	8	8	9	8	9
5 Knowledge of Current Construction Methods & Technology	5	4	4	4	4	4	4
6 Ability to Manage Schedule and Budget	15	13	12	13	13	12	13
7 Safety Program and Record on Past Projects	5	4	4	4	4	4	4
8 Innovative Approach to Problem-Solving	10	9	8	8	8	9	9
RFQ TOTAL	100	86.7	78.6	71.5	86.8	82.4	82.2
<b>RFP</b>							
1 Pre-Construction Phase Services Plan	10	8			8		
2 Quality Control Plan	10	8			9		
3 Project Delivery Schedule	15	13			13		
4 Warranty Phase Services Plan	10	8			8		
5 Pricing	35	\$3,973,844.00			\$4,387,070.00		
		35.0			31.7		
Delivery Proposal	20	577			600		
		20			19		
RFP TOTAL	100	92			89		
Technical Proposal Total	200	179.1			176.1		

\*RFP Process & Interview

Committee Recommended Award: SpawGlass Construction Corp.

Approved by Commissioner's Court on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by

\_\_\_\_\_ holding the position of \_\_\_\_\_



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Award of RFP #CIP 25-569 Leonard Road Stabilization Project. Recommended Award: Solid Bridge Construction.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Road and Bridge is requesting the award of this contract for the stabilization of Leonard Road. If this contract is not approved, conditions may get worse. Total contracted amount is \$1,642,043.50.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Partly_Executed_Contract_-_Solid_Bridge_Construction.pdf</a>	Contract	Backup Material
<a href="#">Tabulation.pdf</a>	Tabulation	Backup Material
<a href="#">RFP_-_Solid_Bridge_Construction.pdf</a>	RFP	Backup Material

**AGREEMENT  
FOR LEONARD ROAD STABILIZATION  
PROJECT**

**RFP # CIP 25-569**

**BRAZOS COUNTY, TEXAS**

## **TABLE OF ARTICLES**

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



## **AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY**

This Agreement for the construction of the LEONARD ROAD STABILIZATION PROJECT Brazos County, Texas, in the amount of **ONE MILLION, SIX HUNDRED AND FOURTY TWO THOUSAND, FORTY THREE DOLLARS AND FIFTY CENTS (\$1,642,043.50)** is entered into this \_\_\_\_ day of March 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **SOLID BRIDGE CONSTRUCTION, LLC.**, (hereinafter referred to as "Contractor"). The LEONARD ROAD STABILIZATION PROJECT is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GOODWIN-LASSITER-STRONG** and is hereinafter referred to as "Engineer."

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1. BASIC DEFINITIONS**

**1.1.1 THE COMPLETE CONTRACT DOCUMENTS:** The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-569** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

**1.1.3 THE WORK:** The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor,

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

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

**1.1.4.1 SUMMARY OF THE WORK:** This project consists of construction of sheet piling along Leonard Road at Thompson Creek that includes reconstruction of the crushed limestone roadway.

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

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

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

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

**1.1.8.1 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."

**1.1.8.2 Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

**1.1.8.3** 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.

**1.1.8.4** Where the terms "Plans" or "Drawings" are used, they shall be understood to include drawings, details and schedules as applicable.

**1.1.8.5 Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

**1.1.8.6 Day:** A calendar day beginning and ending at 12:00 midnight.

**1.1.8.7 Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.

**1.1.8.8 Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable, and the Contract fully performed.

**1.1.8.9 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.

**1.1.8.10 Not-In-Contract (N.I.C.):** Work not included in this Contract.

**1.1.8.11 And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.

**1.1.8.12 General Contractor:** Same as Contractor.

**1.1.8.13 Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.

**1.1.8.14 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.

**1.1.8.15 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.

**1.1.8.16 Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.

**1.1.8.17 Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.

**1.1.8.18 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.

**1.1.8.19 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.

**1.1.8.20 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.

**1.1.8.21 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.

**1.1.8.22 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 Contractor shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.

**1.1.8.23 Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.

**1.1.8.24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

**1.1.8.25 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".

**1.2.5.1** Modifications, Change Orders or a Change Proposal Request

**1.2.5.2** This Agreement, including the General Conditions stated herein.

**1.2.5.3** Addenda

**1.2.5.4** Supplementary Conditions

**1.2.5.5** Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Engineer.

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

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

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

### **1.3 CAPITALIZATION**

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

## **1.4 INTERPRETATION**

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

## **1.5 EXECUTION OF CONTRACT DOCUMENTS**

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

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

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

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

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

**1.6.2.1** Engineer may furnish or sell at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this

Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

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

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

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

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

## **ARTICLE 2** **OWNER**

### **2.1 DEFINITION**

**2.1.1** The Owner is Brazos County, Texas. The term "Owner" means the Owner or the

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

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

## **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

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

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

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

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

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

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



## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

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

**2.4.3** The Owner reserves the right to:

**2.4.3.1** observe the work, at any time, whenever it is in preparation or progress;

**2.4.3.2** 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;

**2.4.3.3** make changes to the work.

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

**2.4.4.1** Partial Substantial Completion;

**2.4.4.2** Substantial Completion when it occurs prior to the expiration of the Construction Time.

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

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

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

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

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

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

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

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

omission or difference and knowingly failed to report it to the Engineer.

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

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

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

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

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

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

**3.3.6** The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County must approve the new, proposed, full-time Project Superintendent before they start on the project.

### **3.3.7 Layout/grades will be per plans.**

## **3.4 LABOR AND MATERIALS**

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

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

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

## **3.5 WARRANTY**

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

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

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

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

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

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

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

**3.5.7.1** Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

**3.5.7.2** Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.

**3.5.7.3** Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

**3.5.7.4** Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

### **3.6 TAXES**

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

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

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

### **3.7 PERMITS, FEES AND NOTICES**

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

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

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

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

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

### **3.8 ALLOWANCES**

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

**3.8.2** Unless otherwise provided in the Contract Documents:

**3.8.2.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**3.8.2.2** 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

**3.8.2.3** 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 \$100,000.00 and shall be processed pursuant to the Specifications.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent.

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

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

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

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

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

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

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

**3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate



contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

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

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

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

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

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

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

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

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

### **3.13 USE OF SITE**

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

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

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

### **3.14 CUTTING AND PATCHING**

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

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

### **3.15 CLEANING UP**

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

**3.15.2** If the contractor fails to clean up as provided in the Contract Documents after

reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

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

### **3.17 ROYALTIES AND PATENTS**

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

### **3.18 INDEMNIFICATION**

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

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

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

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

### **3.19 ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

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

**Day 0: Contractors receipt of Notice to Proceed**

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

**Day 70: Contractor attains Substantial Completion**

**Day 100: Contractor attains Final Completion**

#### **4.1 ENGINEER**

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

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

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

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

#### **4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from

time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

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

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

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

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

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

**4.2.6** The Engineer has authority to reject Work which does not conform to the Contract

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

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

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

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

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

**4.2.11** The Engineer will interpret and decide matters concerning performance under,

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

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

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

### **4.3 CLAIMS AND DISPUTES**

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

#### **4.3.1.1 Claims must contain following:**

**4.3.1.1.1** Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

**4.3.1.1.2** Nature of occurrence or condition giving rise to the Claim;

**4.3.1.1.3** Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

**4.3.1.1.4** An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

**4.3.1.1.5** An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Engineer, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

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



**4.3.3 Time Limits on Claims initiated prior to Final Payment.** Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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

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

**4.3.5.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

**4.3.5.2** failure of the Work to comply with the requirements of the Contract Documents; or

**4.3.5.3** terms of special warranties required by the Contract Documents.

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

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Engineer; (2) an order by the Owner to stop the Work where the

Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Engineer; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

#### **4.3.8 Claims for Additional Time**

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

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

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

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

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

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

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

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

**4.3.10** If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change

Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

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

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

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

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

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

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

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

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

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

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

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

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

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

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

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

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

### **5.3 SUBCONTRACTUAL RELATIONS.**

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

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

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

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

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

**5.4.1.1** 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

**5.4.1.2** Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

#### **6.2 MUTUAL RESPONSIBILITY**

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

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

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

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

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

### **6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7** **CHANGES IN THE WORK**

### **7.1 CHANGES**

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

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

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

**7.1.4** If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work

proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

## **7.2 CHANGE ORDERS**

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

**7.2.1.1** a change in the Work;

**7.2.1.2** the amount of the adjustment in the Contract Sum, if any, and

**7.2.1.3** the extent of the adjustment in the Contract Time, if any.

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

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

**7.3.3.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**7.3.3.2** unit prices stated in the Contract Documents or subsequently agreed upon;

**7.3.3.3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**7.3.3.4** as provided in Subparagraph 7.3.6.

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

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



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

**7.3.6.1** 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;

**7.3.6.2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**7.3.6.3** rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**7.3.6.4** costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

**7.3.6.5** additional costs of supervision and field office personnel directly attributable to the change; and

**7.3.6.6** the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

**7.3.6.6.1** for Contractor, for any work performed by his own forces, 15% of the cost;

**7.3.6.6.2** for each subcontractor involved, work performed by his own forces, 10% of the cost;

**7.3.6.6.3** for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

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

**7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in

dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

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

#### **7.4 MINOR CHANGES IN THE WORK**

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

### **ARTICLE 8** **TIME**

#### **8.1 DEFINITIONS**

**8.1.1** The Contractor shall achieve substantial completion of the Work not later than seventy (70) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

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

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

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

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

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

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

#### **8.2 PROGRESS AND COMPLETION**

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

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

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

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

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

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

**8.2.6.1** 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,

**8.2.6.2** increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

**8.2.6.3** reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

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

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

### **8.3 DELAYS AND EXTENSION OF TIME**

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

**8.3.1.1** If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

**8.3.1.2** 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

**8.3.1.3** Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is ONE MILLION, SIX HUNDRED AND FOURTY TWO THOUSAND, FORTY THREE DOLLARS AND FIFTY CENTS (\$1,642,043.50) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

### **9.2 SCHEDULE OF VALUES**

**9.2.1** Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated

to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

### **9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

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

### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or

notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

**9.5.1.1** defective Work not remedied;

**9.5.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims;

**9.5.1.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**9.5.1.5** damage to the Owner or another contractor;

**9.5.1.6** 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;

**9.5.1.7** persistent failure to carry out the Work in accordance with the Contract Documents;

**9.5.1.8** failure to comply with the approved Project Construction Schedule;

**9.5.1.9** erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or

**9.5.1.10** the existence of any event of default under the Contract Documents.

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

## **9.6 PROGRESS PAYMENTS**

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

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

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

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

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

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

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

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

## **9.7 FAILURE OF PAYMENT**

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

## **9.8 SUBSTANTIAL COMPLETION**

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

**9.8.2** Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 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 Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

**9.8.4** When the Work is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties



required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

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

## **9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge,

information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

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

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

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

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

**9.10.4.1** liens, Claims, security interests or encumbrances arising out of the Contract

and unsettled;

**9.10.4.2** failure of the Work to comply with the requirements of the Contract Documents;

**9.10.4.3** terms of special warranties required by the Contract Documents, or

**9.10.4.4** non-conforming, faulty or defective Work appearing at or after final payment.

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

## **9.11 LIQUIDATED DAMAGES**

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

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS**

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

#### **10.2 SAFETY OF PERSONS AND PROPERTY**

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

**10.2.1.1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Engineer and their consultants and employees;

**10.2.1.2** 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

**10.2.1.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

regulations and notifying owners and users of adjacent sites and utilities.

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

**10.2.4.1** Use or storage of explosives is prohibited.

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

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

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

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

**10.2.9** All parts of Work shall be braced to resist wind or other loads. Contractor shall

perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

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

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

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

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

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

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

### **10.3 HAZARDOUS MATERIALS OR SUBSTANCES**

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

**10.3.1.1** The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild

chemicals used in the cleaning of finished building materials.

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

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

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

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

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

#### **10.4 EMERGENCIES**

**10.4.1** In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an

emergency shall be determined as provided in Paragraph 4.3. and Article 7.

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

**11.1.1.1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

**11.1.1.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

**11.1.1.3** 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;

**11.1.1.4** 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;

**11.1.1.5** 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;

**11.1.1.6** 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;

**11.1.1.7** claims for bodily injury or property damage arising out of completed operations;

**11.1.1.8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.1.9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:





Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):

**11.1.2.1.2.1 Bodily Injury: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

**11.1.2.1.2.2 Property Damage: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

**11.1.2.1.2.3 Property Damage Liability Insurance shall include coverage for the following hazards:**

**11.1.2.1.2.3.1 X (Explosion)**

**11.1.2.1.2.3.2 C (Collapse)**

**11.1.2.1.2.3.3 U (Underground)**

**11.1.2.1.2.4 Broad Form Property Coverage shall include Completed Operations.**

**11.1.2.1.2.5 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)**

**11.1.2.1.3 Contractual Liability:**

**11.1.2.1.3.1 Bodily Injury: \$ 1,000,000 each occurrence**

**11.1.2.1.3.2 Property Damage: \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate**

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

**11.1.2.1.5 If the General Liability coverages are provided by a Commercial Liability policy, the:**

**11.1.2.1.5.1 General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.**

**11.1.2.1.5.2 Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.**

**11.1.2.1.5.3 Medical Expense Limit shall be not less than \$ 10,000 on any one person.**

**11.1.2.1.5.4 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)**

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

**11.1.2.1.7 Business Auto Liability (including owned, non-owned and hired vehicles):**

**11.1.2.1.7.1 Bodily Injury: \$ 500,000 each person  
\$ 1,000,000 each accident**

**11.1.2.1.7.2 Property Damage: \$ 500,000 each occurrence**

**11.1.2.1.7.3 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)**

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

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

## **11.2 OWNER'S LIABILITY INSURANCE:**

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

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

**11.2.1.1.1 Bodily Injury: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

**11.2.1.1.2 Property Damage: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

## **11.3 PROPERTY INSURANCE**

**11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in**

Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

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

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

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

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

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

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

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

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

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

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

#### **12.2 CORRECTION OF WORK**

##### **12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

##### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

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

and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

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

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

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

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

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

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands

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

## **13.2 SUCCESSORS AND ASSIGNS**

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

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

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

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

## **13.4 RIGHTS AND REMEDIES**

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

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

### **13.5 TESTS AND INSPECTIONS**

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

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

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

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

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

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

### **13.6 INTEREST**

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

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

**13.7.1.1 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;

**13.7.1.2 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

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

## **13.8 EQUAL OPPORTUNITY**

**13.8.1 Contractor shall maintain policies of employment as follows:**

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

**13.8.1.2** 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:

**14.1.1.1** issuance of an order of a court or other public authority having jurisdiction;

**14.1.1.2** an act of government, such as a declaration of national emergency, making material unavailable;

**14.1.1.3** because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

**14.1.1.4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

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

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

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

**14.2.1.1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

**14.2.1.2** fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;

**14.2.1.3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

**14.2.1.4** 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:

**14.2.2.1** take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;

**14.2.2.2** accept assignment of subcontracts pursuant to Paragraph 5.4; and

**14.2.2.3** finish the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

### **14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

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

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

**14.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**14.3.2.2** 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:

**14.4.2.1** cease operations as directed by the Owner in the notice;

**14.4.2.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**14.4.2.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

## **ARTICLE 15**

### **ACCESS TO THE WORK**

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

## **ARTICLE 16**

### **STANDARDS**

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

**16.2** The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

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

## **ARTICLE 17**

### **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

**17.1** No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an

officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

## **ARTICLE 18** **PREVAILING WAGE RATES**

### **18.1 PREVAILING WAGE RATE DETERMINATION**

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

## **ARTICLE 19** **AUTHORITY TO CONTRACT**

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's March 11, 2025, meeting.

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

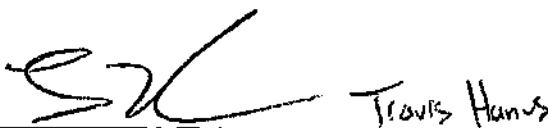
**OWNER:**  
**BRAZOS COUNTY, TEXAS**



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

Date: 3/11/25

**CONTRACTOR: Solid Bridge Construction**  
**[CONTRACTOR NAME]**



**[CONTRACTOR NAME]**

Date: 7/26/2025

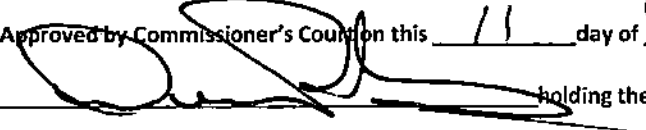
**RFP # CIP 25-569 Leonard Road Stabilization Project**

	Max Points Available	Norman Construction Services, LLC.*	Solid Bridge Construction, LLC.*	Shirley & Sons Construction Co., Inc.**	Brazos Paving Inc.	Carlson McClain Construction Company LLC	MB Western Construction Co.	Fuqua Construction Co., Inc.
<b>1 Total Cost including the contingency and addenda</b>		<b>\$3,607,129.00</b>	<b>\$1,542,043.50</b>	<b>\$1,589,420.00</b>	<b>\$4,212,773.50</b>	<b>\$2,098,840.00</b>	<b>\$1,680,346.00</b>	<b>\$2,005,754.76</b>
Points for Cost	30	13	20	30	11	23	28	24
<b>2 Completion Time</b>		<b>258</b>	<b>70</b>	<b>90</b>	<b>231</b>	<b>65</b>	<b>120</b>	<b>90</b>
Points for Time	15	4	14	11	4	15	8	11
<b>3 Past performance on similar projects of size and scope</b>	<b>20</b>	<b>17</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>18</b>	<b>16</b>	<b>17</b>
<b>4 Overall experience of Project Manager &amp; Superintendent</b>	<b>20</b>	<b>19</b>	<b>17</b>	<b>18</b>	<b>18</b>	<b>15</b>	<b>15</b>	<b>18</b>
<b>5 Resource availability</b>	<b>15</b>	<b>13</b>	<b>14</b>	<b>14</b>	<b>13</b>	<b>11</b>	<b>14</b>	<b>13</b>
<b>Technical Proposal Total</b>	<b>100</b>	<b>66.3</b>	<b>90.6</b>	<b>90.5</b>	<b>64.2</b>	<b>81.7</b>	<b>81.5</b>	<b>82.9</b>

\*Offered Value Engineering & Time Savings

\*\* Interview & BAFOs

**Committee Recommended Award: Solid Bridge Construction, LLC.**

Approved by Commissioner's Court on this 11 day of March, 2025 by  
 holding the position of County Judge

**ATTACHMENT "A"**  
**LEONARD ROAD STABILIZATION PROJECT**  
**REQUEST FOR PROPOSAL & BEST AND FINAL OFFERS**  
**CIP 25-569**

## BID BOND

### Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, Solid Bridge Construction, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Brazos County, as Obligee, in the sum of 5% of the GAB Dollars ( 5% ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Leonard Road Stabilization Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of January, 2025.

Solid Bridge Construction, LLC

By: [Signature] (Principal)  
Tavis Hennis  
Vice President

Travelers Casualty and Surety Company of America

By: Tiffany Bice  
Tiffany Bice, Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tiffany Bice** of **MAGNOLIA**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January**, **2025**.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





# Brazos County Purchasing Department

200 S. TX. AVE., STE 352  
PHONE (979) 361-4292

BRYAN, TX 77803  
FAX (979) 361-4293

## Addendum #1 to CIP 25-569 Leonard Road Stabilization Project

Issued: December 5, 2024  
Change: Adding Geotech Report  
Reason: Requested

Please see the Geotech Report that was used for this project.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 

Printed Name: Travis Hannus



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #1 to CIP 25-569 Leonard Road Stabilization Project

**Issued:** December 20, 2024  
**Change:** Added Pre-Proposal Sign In Sheet & Question Clarification from Pre-Proposal  
**Reason:** Requested

Please see attached Pre-Proposal Sign In Sheet

Per the questions at the pre-proposal meeting, please see the answers below:

- The conduit for the tie-back tendons are to be schedule 40 PVC
  - The downstream flowlines for the two culverts penetrating the wall are to EACH be 219.50.
- These elevations will updated on the construction set.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 

Printed Name: Travis Haug



## REQUEST FOR PROPOSALS

RFP NO. CIP 25-569

Leonard Road Stabilization Project

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:**

**Tuesday, January 9, 2025, 2:00pm CST**

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

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

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

Company Name: Solid Bridge Construction

By (Print): Travis Hanus Title: Vice President

Physical Address: 3104 I-45 South

Mailing Address: New Waverly, Tx 77358

Telephone: 936-435-0100 Fax: N/A E-Mail: travis@solidbridgeconstruction.com

7. The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposal.
- a. Completed and signed RFP including:
    - i. References (Section S)
    - ii. Certification of Proposal (Section V)
  - b. Bid Bonds
  - c. Exhibit B – Bid Form

**R. PRICING**

Complete Exhibit B attached and submitted with the proposal.

**S. REFERENCES**

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

Company/Entity: Equity Lifestyle Properties

Contact: Michael Hoffman

Phone: 480-761-6373

Email: Michael\_Hoffman@equitylifestyle.com

Company/Entity: City of Shenandoah

Contact: Rual Porras

Phone: 832.585.8142

Email: rporras@shenandoah.tx.us

Company/Entity: Bleyl Engineering

Contact: Ken Walker

Phone: 936-441-7833

Email: KWalker@bleylengineering.com

Company/Entity: Strand Associates, Inc.

Contact: Logan Andrepont

Phone: 979.836.7937 ext. 6304

Email: Logan.Andrepont@strand.com

Company/Entity: City of Brenham

Contact: Dane Rau

Phone: 979-337-7407

Email: drau@cityofbrenham.org

**T. PROPOSAL EVALUATION WAIVER**

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

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

**Note: The Statement of Affirmation Must be Notarized.**

**STATEMENT OF AFFIRMATION**

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

Firm's Name: Solid Bridge Construction  
3104 Interstate 45 South  
New Waverly, TX 77358  
Address: 936-435-0700

Proposer's Name: Travis Hanus

Position/Title: Vice President

Proposer's Signature: [Signature]

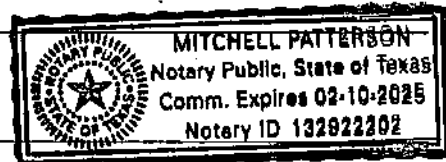
Date: 1-8-2025

Subscribed and sworn to me on this 8th day of January in the year 2025

[Signature]

Notary Public

My Commission expires 2-10-2025

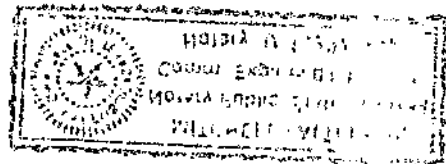


**U. ADDENDA**

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

No. 1 No. 2 No. \_\_\_\_\_

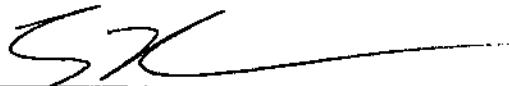
Date 12-5-24 Date 12-20-24 Date \_\_\_\_\_



0070-432-0100  
ИЗДАТЕЛЬСТВО  
3104 11/2/88 11 2011  
0010 31/03/88 0021/10



**V. CERTIFICATION OF PROPOSAL**

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

Signed By:  Title: Vice President  
Typed Name: Travis Hanus  
Company Name: Solid Bridge Construction  
3104 Interstate 45 South  
Mailing Address: New Waverly, TX 77358  
936-435-0700  
P.O. Box or Street City State Zip  
Employer Identification Number: 81-0625605

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 25-569

By signing below, Brazos County agrees that this RFP CIP 25-569 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court   
Date: March 11, 2025  
Attest: Brazos County Clerk 



**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
<b>A. General Items</b>					
1	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	40,000	40,000
2	Erosion control / best management practices for and including Storm Water Pollution Prevention Plan for project, including but not limited to silt fencing, erosion control logs with related items and appurtenances, complete in place	1	LS	7,500	7,500
3	Site cleanup including removal of debris, spoils equipment, 4" of topsoil (minimum) with hydromulch (Flex Terra HP-FGM or approved equal) from creek to south side fence including related items and appurtenances, complete in place	1	LS	25,000	25,000
<b>Total Section A. General Items</b>				\$	72,500.00
<b>B. Demolition</b>					
1	Remove and dispose of existing guard rail including posts, including related items and appurtenances, complete in place.	66	LF	50.00	3,300
2	Remove existing guard rail and posts. Dispose of existing posts ( <i>existing guardrail to be stored for re-use</i> ), including related items and appurtenances, complete in place.	80	LF	75.00	6,000
3	Clearing/grubbing/removal of existing vegetation for construction of sheet piling retaining system and anchoring system including related items and appurtenances, complete in place	0.68	acres	15,000	10,200
4	Remove and dispose of existing 24" CMP, including related items and appurtenances, complete in place.	104	LF	22.00	2,288
5	Remove and dispose of existing safety end terminal, including related items and appurtenances, complete in place.	1	LS	1,500	1,500
6	Remove and stockpile existing crushed limestone base for re-use, including related items and appurtenances, complete in place.	1,270	SY	8.00	10,160
7	Remove and stockpile existing rock rip-rap for re-use, including related items and appurtenances, complete in place.	69	SY	25.00	1,725
<b>Total Section B. Demolition</b>				\$	35,173.00
<b>C. Sheet Piling System / Drainage / Road Reconstruction</b>					
1	ROW preparation (water's edge to south side fence) including dirt work for project area including sheet piling system, roadway and drainage including related items and appurtenances, complete in place	1	LS	38,500	38,500
2	Sheet piling retaining wall with tie back anchoring system, including related items and appurtenances (478"x27" max), complete in place.	12,906	SF	82.00	1,058,292
3	Connect sheet pile to existing sheet pile wall, including related items and appurtenances, complete in place.	1	EA	7,500	7,500
4	5' x 5' Type E inlet, including related items and appurtenances, complete in place.	1	EA	9,500	9,500

**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
5	18" HDPE pipe with duckbill, with structural backfill, including related items and appurtenances, complete in place.	7	LF	1,500	10,500
6	24" HDPE pipe with duckbill, with structural backfill, including related items and appurtenances, complete in place.	107	LF	200.00	21,400
7	Rock rubble (18"/24" diameter) with grout on filter fabric, including related items and appurtenances, complete in place.	230	SY	140.00	32,200
8	Install <b>STOCKPILED</b> rock rubble with grout on filter fabric, including related items and appurtenances, complete in place.	69	SY	75.00	5,175
9	Slope protection (EXCEL PP5-10), necessary vegetation and debris removal to cover existing soil, including related items and appurtenances, complete in place.	998	SY	12.00	11,976
10	4" concrete flume and slope paving, including related items and appurtenances, complete in place.	136	SY	100.00	13,600
11	6" cement stabilized sand subgrade, including related items and appurtenances, complete in place.	1,386	SY	30.00	41,580
12	Install <b>STOCKPILED and NEW</b> (if needed) crushed limestone, compacted in place measure, including related items and appurtenances, complete in place.	1,386	SY	14.00	19,404
13	Crushed limestone base (material only), only to be used as needed to achieve 6" depth of reconstructed roadway, including related items and appurtenances, complete in place.	150	CY	80.00	12,000
14	Guardrail and posts (including 80LF of guard rail stored on site) including related items and appurtenances, complete in place	700	LF	85.00	59,500
15	Single guard rail soft stop end terminal with anchor, including related items and appurtenances, complete in place.	1	EA	9,500	9,500
16	Connect new guardrail to existing guardrail including related items and appurtenances, complete in place	1	EA	2,500	2,500
Total Section C. Sheet Piling System / Drainage / Road Reconstruction Items.....				\$	1,353,129.00
Owner Contingency.....				\$	100,000.00
Total Section A-C and Owner Contingency.....				\$	1,560,800.00
Number of calendar days to complete				88	working days

**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
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## BID BOND

### Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, Solid Bridge Construction, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Brazos County, as Obligee, in the sum of 5% of the GAB Dollars ( 5% ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Leonard Road Stabilization Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of January, 2025.

Solid Bridge Construction, LLC

By: [Signature] (Principal)  
Traus Harris  
Vice President

Travelers Casualty and Surety Company of America

By: Tiffany Bice  
Tiffany Bice, Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tiffany Bice** of **MAGNOLIA, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January**, **2025**.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #1 to CIP 25-569 Leonard Road Stabilization Project

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Issued:      December 5, 2024  
Change:      Adding Geotech Report  
Reason:      Requested

Please see the Geotech Report that was used for this project.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

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

Printed Name: Tavis Hannus



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803  
PHONE (979) 361-4292 FAX (979) 361-4293

## Addendum #1 to CIP 25-569 Leonard Road Stabilization Project

Issued: December 20, 2024  
Change: Added Pre-Proposal Sign In Sheet & Question Clarification from Pre-Proposal  
Reason: Requested

Please see attached Pre-Proposal Sign In Sheet

Per the questions at the pre-proposal meeting, please see the answers below:

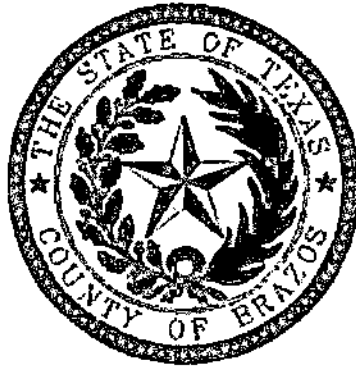
- The conduit for the tie-back tendons are to be schedule 40 PVC
  - The downstream flowlines for the two culverts penetrating the wall are to EACH be 219.50.
- These elevations will updated on the construction set.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

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

Printed Name: Travis Haines



## REQUEST FOR PROPOSALS

RFP NO. CIP 25-569

Leonard Road Stabilization Project

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:**

**Tuesday, January 9, 2025, 2:00pm CST**

**TO THE:**

**BRAZOS COUNTY**

**PURCHASING DEPARTMENT**

**200 S. Texas Ave. Suite 352**

**Bryan, TX 77803**

**Phone: (979) 361-4290**

**Fax: (979) 361-4293**

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

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

Company Name: Solid Bridge Construction

By (Print): Travis Hanus Title: Vice President

Physical Address: 3104 E-45 South

Mailing Address: New Waverly, Tx 77358

Telephone: 936-435-0111 Fax: N/A E-Mail: travis@solidbridgeconstruction.com



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

a. Completed and signed RFP including:

i. References (Section S)

ii. Certification of Proposal (Section V)

b. Bid Bonds

c. Exhibit B – Bid Form

#### **R. PRICING**

Complete Exhibit B attached and submitted with the proposal.

#### **S. REFERENCES**

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

Company/Entity: Equity Lifestyle Properties

Contact: Michael Hoffman

Phone: 480-761-6373

Email: Michael\_Hoffman@equitylifestyle.com

Company/Entity: City of Shenandoah

Contact: Rual Porras

Phone: 832.585.8142

Email: rporras@shenandoahbx.us

Company/Entity: Bleyl Engineering

Contact: Ken Walker

Phone: 936-441-7833

Email: KWalker@bleylengineering.com

Company/Entity: Strand Associates, Inc.

Contact: Logan Andrepont

Phone: 979.836.7937 ext. 6304

Email: Logan.Andrepont@strand.com

Company/Entity: City of Brenham

Contact: Dane Rau

Phone: 979-337-7407

Email: drau@cityofbrenham.org

**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 Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

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

**Note: The Statement of Affirmation Must be Notarized.**

**STATEMENT OF AFFIRMATION**

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

Firm's Name: Solid Bridge Construction  
3104 Interstate 45 South  
New Waverly, TX 77358  
Address: 936-435-0700

Proposer's Name: Travis Hanus

Position/Title: Vice President

Proposer's Signature: [Signature]

Date: 1-8-2025

Subscribed and sworn to me on this 8th day of January in the year 2025

[Signature]  
Notary Public

My Commission expires 2-10-2025



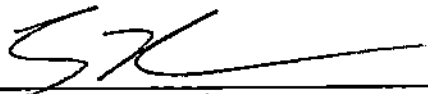
**U. ADDENDA**

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

No. 1 No. 2 No. \_\_\_\_\_  
Date 12-5-24 Date 12-20-24 Date \_\_\_\_\_

**V. CERTIFICATION OF PROPOSAL**

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

Signed By:  Title: Vice President  
Typed Name: Travis Hanus  
Company Name: Solid Bridge Construction  
3104 Interstate 45 South  
Mailing Address: New Waverly, TX 77358  
936-435-0700  
P.O. Box or Street City State Zip  
Employer Identification Number: 81-0625605

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 25-569

By signing below, Brazos County agrees that this RFP CIP 25-569 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court



Date:

March 11, 2025

Attest: Brazos County Clerk



**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
<b>A. General Items</b>					
1	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	40,000	40,000
2	Erosion control / best management practices for and including Storm Water Pollution Prevention Plan for project, including but not limited to silt fencing, erosion control logs with related items and appurtenances, complete in place	1	LS	7,500	7,500
3	Site cleanup including removal of debris, spoils equipment, 4" of topsoil (minimum) with hydromulch (Flex Terra HP-FGM or approved equal) from creek to south side fence including related items and appurtenances, complete in place	1	LS	25,000	25,000
<b>Total Section A. General Items</b>				\$ 172,500.00	
<b>B. Demolition</b>					
1	Remove and dispose of existing guard rail including posts, including related items and appurtenances, complete in place.	66	LF	50.00	3,300
2	Remove existing guard rail and posts. Dispose of existing posts ( <i>existing guardrail to be stored for re-use</i> ), including related items and appurtenances, complete in place.	80	LF	75.00	6,000
3	Clearing/grubbing/removal of existing vegetation for construction of sheet piling retaining system and anchoring system including related items and appurtenances, complete in place	0.68	acres	15,000	10,200
4	Remove and dispose of existing 24" CMP, including related items and appurtenances, complete in place.	104	LF	22.00	2,288
5	Remove and dispose of existing safety end terminal, including related items and appurtenances, complete in place.	1	LS	1,500	1,500
6	Remove and stockpile existing crushed limestone base for re-use, including related items and appurtenances, complete in place.	1,270	SY	8.00	10,160
7	Remove and stockpile existing rock rip-rap for re-use, including related items and appurtenances, complete in place.	69	SY	25.00	1,725
<b>Total Section B. Demolition</b>				\$ 35,173.00	
<b>C. Sheet Piling System / Drainage / Road Reconstruction</b>					
1	ROW preparation (water's edge to south side fence) including dirt work for project area including sheet piling system, roadway and drainage including related items and appurtenances, complete in place	1	LS	38,500	38,500
2	Sheet piling retaining wall with tie back anchoring system, including related items and appurtenances (478'x27' max), complete in place.	12,906	SF	82.00	1,058,292
3	Connect sheet pile to existing sheet pile wall, including related items and appurtenances, complete in place.	1	EA	7,500	7,500
4	5' x 5' Type E inlet, including related items and appurtenances, complete in place.	1	EA	9,500	9,500

**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
5	18" HDPE pipe with duckbill, with structural backfill, including related items and appurtenances, complete in place.	7	LF	1,500	10,500
6	24" HDPE pipe with duckbill, with structural backfill, including related items and appurtenances, complete in place.	107	LF	200.00	21,400
7	Rock rubble (18"/24" diameter) with grout on filter fabric, including related items and appurtenances, complete in place.	230	SY	140.00	32,200
8	Install <b>STOCKPILED</b> rock rubble with grout on filter fabric, including related items and appurtenances, complete in place.	69	SY	75.00	5,175
9	Slope protection (EXCEL PP5-10), necessary vegetation and debris removal to cover existing soil, including related items and appurtenances, complete in place.	998	SY	12.00	11,976
10	4" concrete flume and slope paving, including related items and appurtenances, complete in place.	136	SY	100.00	13,600
11	6" cement stabilized sand subgrade, including related items and appurtenances, complete in place.	1,386	SY	30.00	41,580
12	Install <b>STOCKPILED</b> and <b>NEW</b> (if needed) crushed limestone, compacted in place measure, including related items and appurtenances, complete in place.	1,386	SY	14.00	19,404
13	Crushed limestone base (material only), only to be used as needed to achieve 6" depth of reconstructed roadway, including related items and appurtenances, complete in place.	150	CY	80.00	12,000
14	Guardrail and posts (including 80LF of guard rail stored on site) including related items and appurtenances, complete in place	700	LF	85.00	59,500
15	Single guard rail soft stop end terminal with anchor, including related items and appurtenances, complete in place.	1	EA	9,500	9,500
16	Connect new guardrail to existing guardrail including related items and appurtenances, complete in place	1	EA	2,500	2,500
<b>Total Section C: Sheet Piling System / Drainage / Road Reconstruction Items.....</b>				\$	1,353,127.00
<b>Owner Contingency.....</b>				\$	100,000.00
<b>Total Section A-C and Owner Contingency.....</b>				\$	1,560,800.00
<b>Number of calendar days to complete</b>				<b>88</b>	<b>working days</b>

**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#22-101**

Item	Description	QTY	Unit	Unit Price	Total
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Recent Public Projects & References



3104 Interstate 45 South  
New Waverly, TX 77358  
936-435-0700

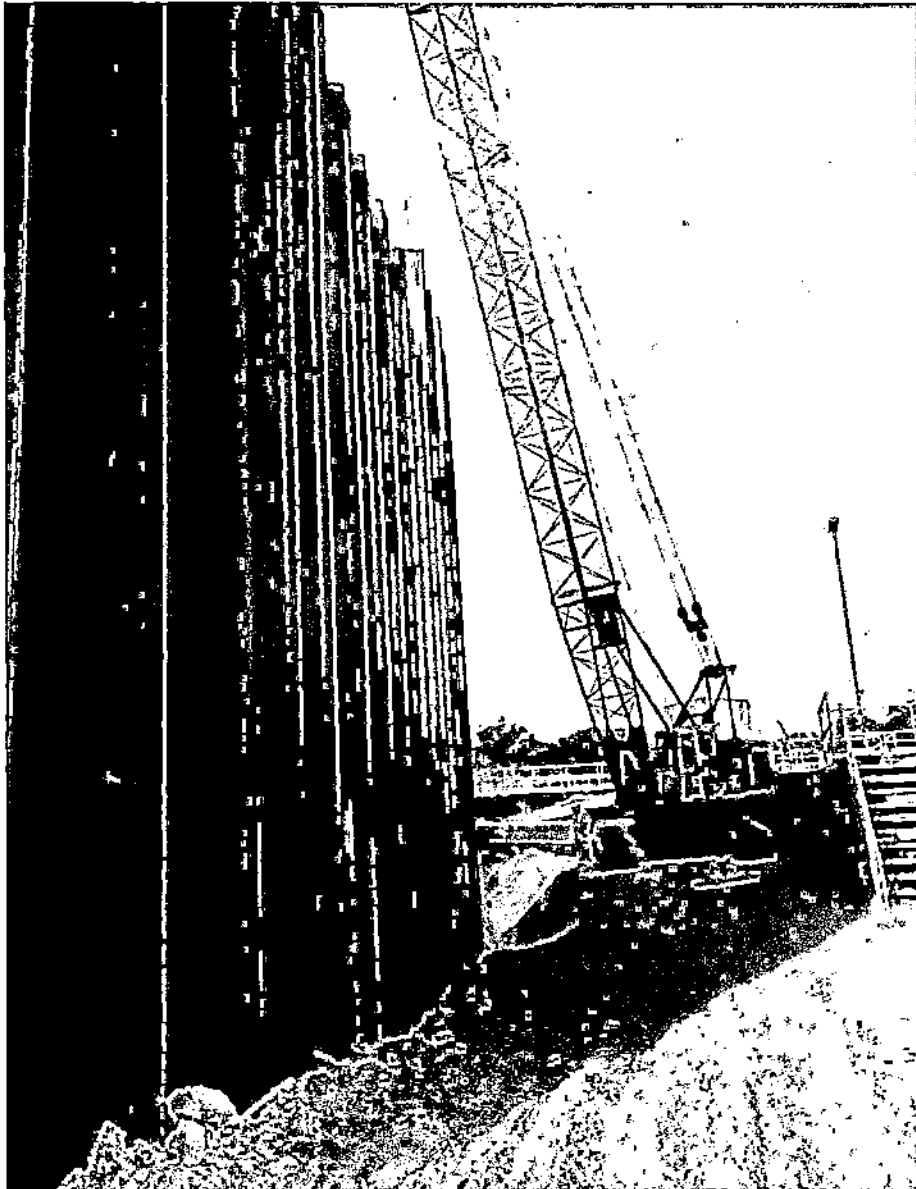


# **City of Brenham WWTP Bank Stabilization**

Dane Rau  
200 W Vulcan Street  
Brenham, Texas  
Cell - 979-451-1786  
[drau@cityofbrenham.org](mailto:drau@cityofbrenham.org)

<b>Amount</b>	<b>\$1,700,000</b>
<b>Date Completed</b>	<b>6/2019</b>
<b>Duration</b>	<b>7 Months</b>

- 350 liner feet of 60'-0" sheet pile in bank with confined working area
- 1500 tons of rip rap installed in wall protection
- Storm lines in highly regulated area with gas and chemical lines



## Lake O' The Pines Raw Water Intake Repairs

KSA Engineers

Dennis Cole

140 E Tyler Street Suite 600

Longview, TX 75601

713-819-8282

[dcole@ksaeng.com](mailto:dcole@ksaeng.com)

Amount

\$1,750,000

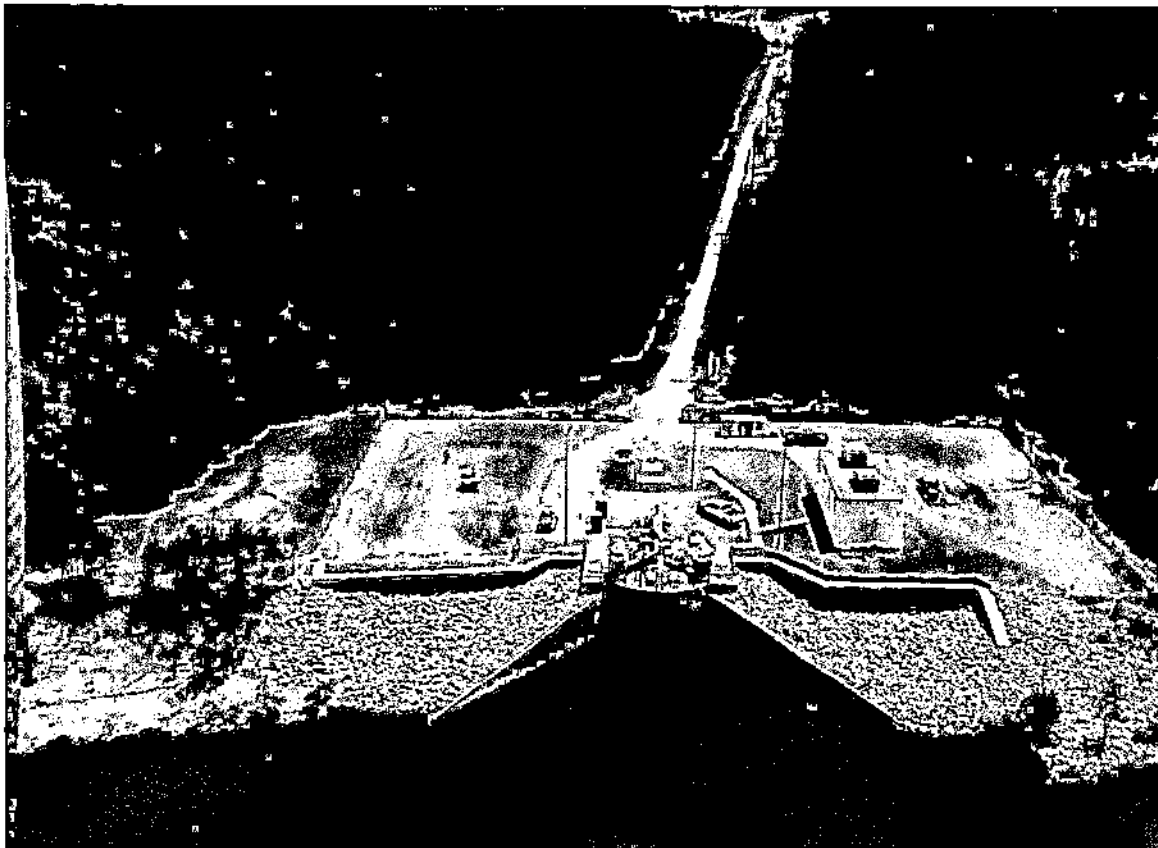
Date Completed

6/2020

Duration

8 Months

- Repairs and improvements to the Longview Water Plant
- Installation of sheetpile below water level
- Installation of rip-rap below water level
- Diver used to set grades and survey locations
- Eagles nest in area required classes and heavy regulations



**Atkins Creek Water, Sanitary and Storm**

Owner: City of Montgomery, Mike  
Muckleroy,  
mmuckleroy@ci.montgomery.tx.us,  
936-521-5294

Engineer: Jones | Carter,  
Michael Carpenter, 713-569-4197

**Amount**

**\$321,592.40**

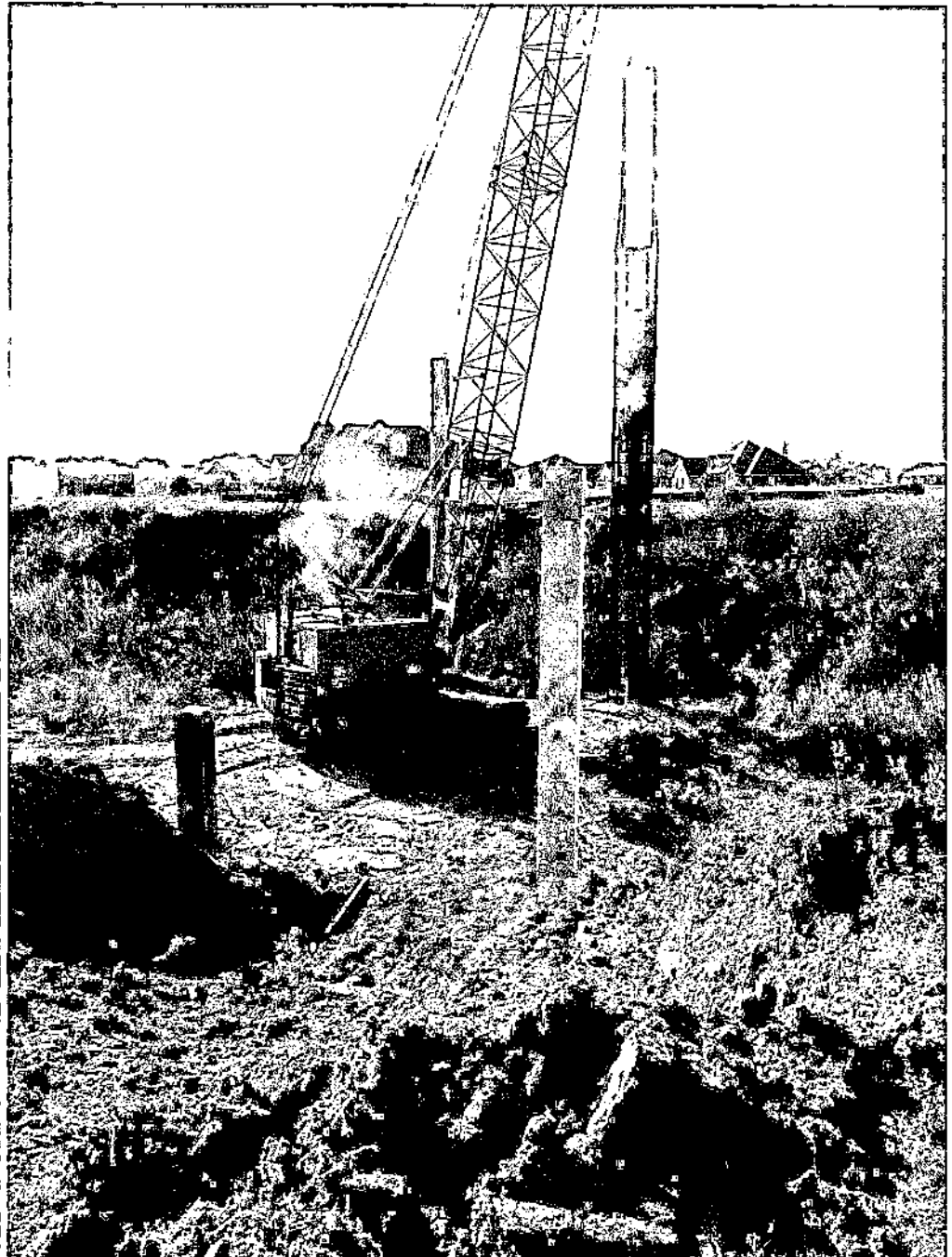
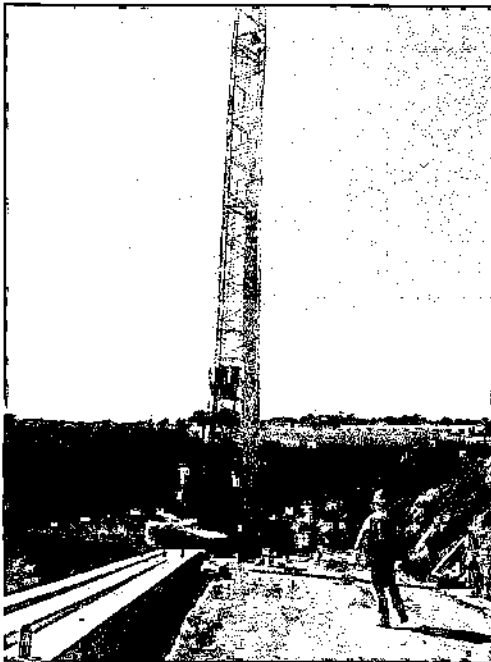
**Date Completed**

**2/2020**

**Duration**

**2 months**

- Pile Driving
- Water and Sewerline
- Relocating 42" SET
- Removal of 60' Pipe

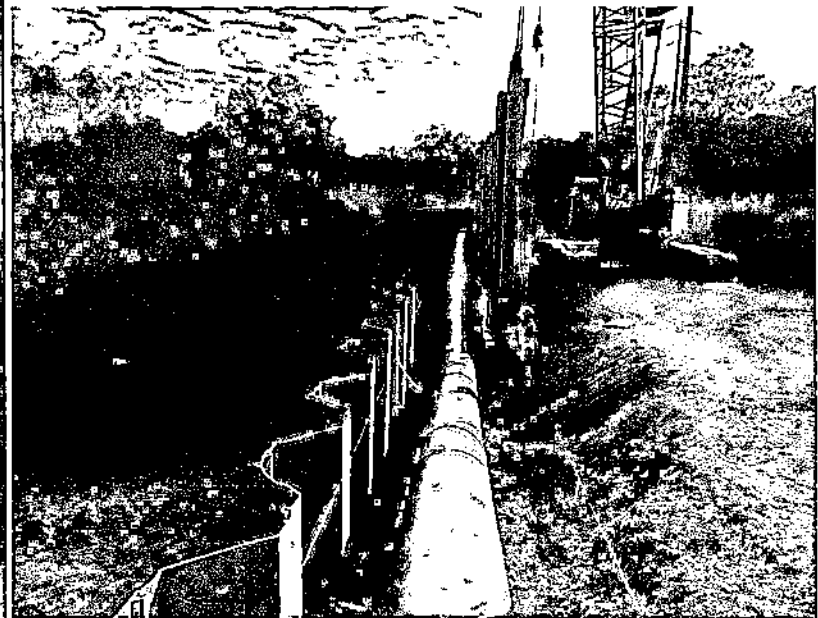
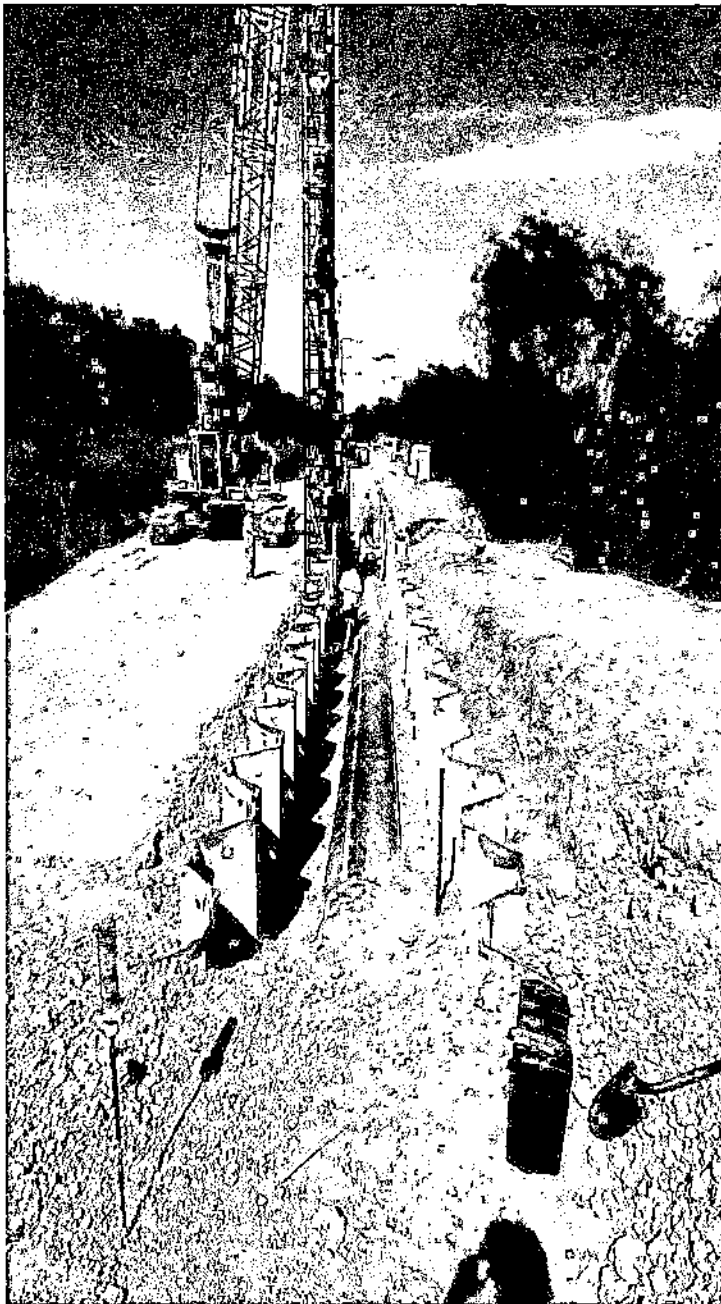


**Sachse - Third Garland Creek Stabilization**

Owner: City of Sachse, Corey Nesbit  
469-429-4792, cnesbit@cityofsachse.com  
Engineer: LJA Engineering, Dallas Wendling,  
214-620-2772

Amount	\$1,652,925
Date Completed	9/2024
Duration	6 months

- Sheet Piling
- Sewerline Protection
- Erosion Control



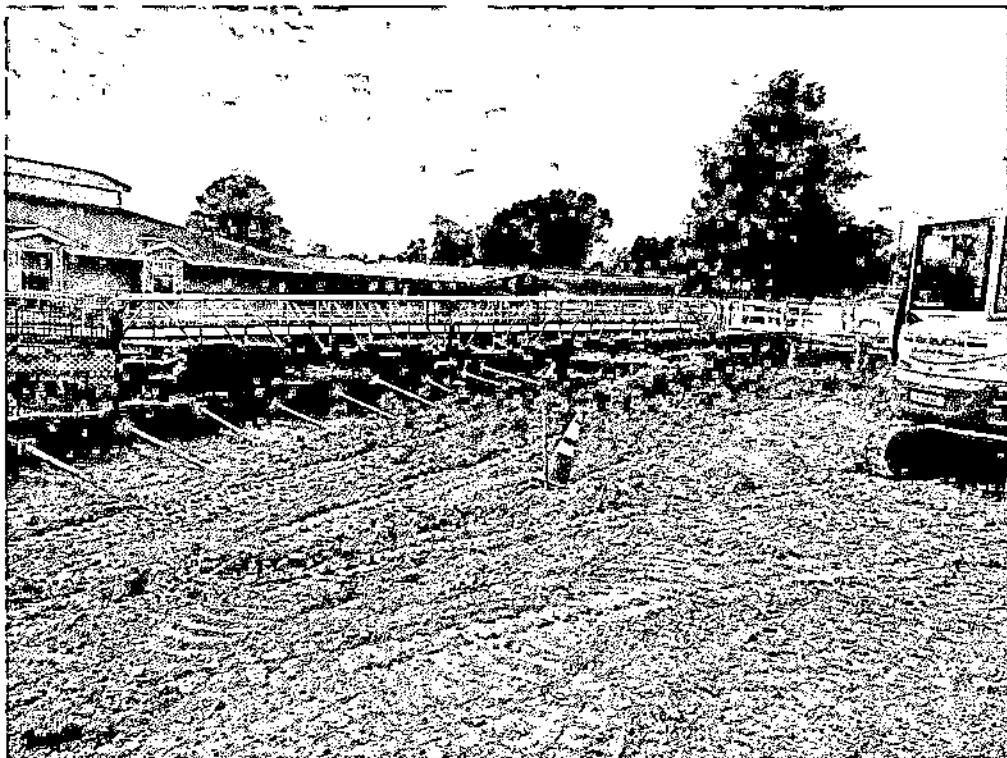
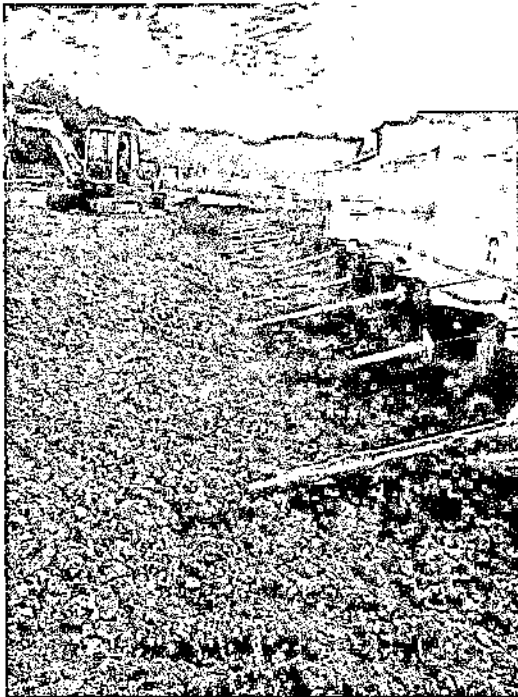
## Lynn Creek Park

Owner: The City of Grand Prairie,  
Romin A. Khavari  
Engineer: Halff Associates Inc.  
Stephen Crawford

Amount  
Date Completed  
Duration

\$400,841  
11/2020  
4 months

- Sheet Piling with Tiebacks
- Shoreline Protection
- Riprap



## Brazos River Stabilization

Owner: Fort Bend County Mud NO. 140

Agency: US Army Corps of Engineers, Funded by NRCS.

FEMA, Army Corps, Texas Historical Commission, Brazos River Authority, Fort Bend County Flood Control

Engineer: Costello, Inc., Ron Dechert, 713-783-7788

Amount

\$6,720,400

Date Completed

4/30/2021

Duration

7 months

- Emergency stream bank stabilization of the Brazos River
- 68,000 tons of rip rap , 1 mile of bank stabilization
- Texas Historical battle site within construction boundaries. We recognized the on-site monitoring needed for the VCWRF Biosolids Facility project
- 180 day contract substantially completed in 105 days

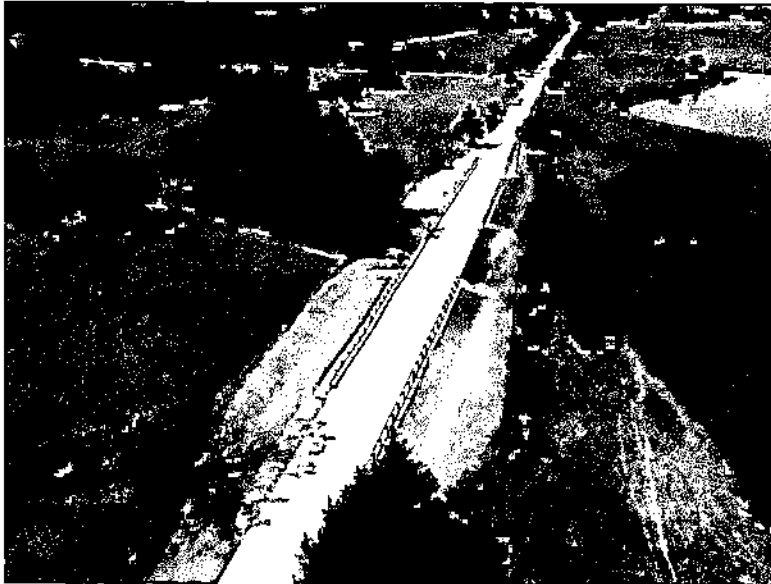


## Brazos County Bridge Scour Repair

Owner: Brazos County,  
William Hadley,  
whadley@brazoscountytexas.gov  
Engineer: G.L.S.  
Mason Kwiatkoski, 979-776-9700

Amount	\$1,677,208.90
Date Completed	12/2024
Duration	4 months

- Roadway Stabilization
- Riprap
- Erosion Control
- Guard Rail



### **Walker County Box Culvert Crossing**

**Bill Daugeette - Commissioner Precinct 3**

**1100 University Ave Room 205**

**Huntsville, TX 77340**

**Office - 936-436-4912**

#### **2 - 8'X8' box culvert crossing of county roads**

- traffic control while construction
- txdot rated headwalls and slope paving
- care of water during construction process



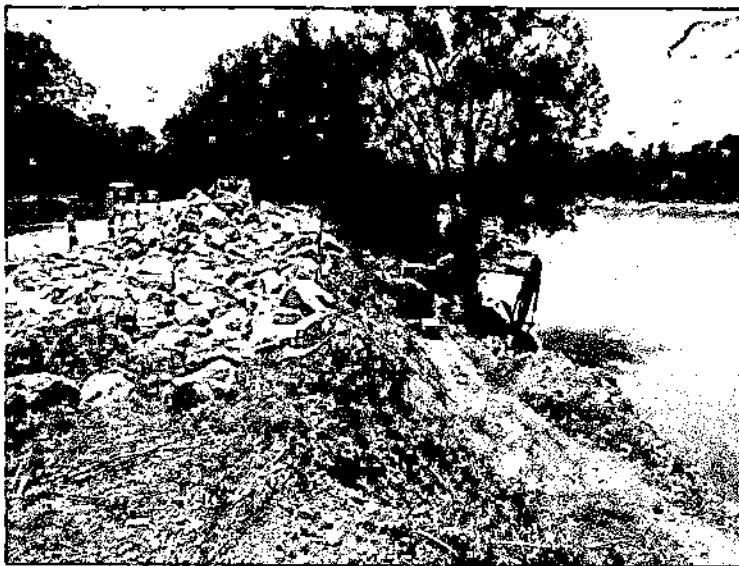


## **Polk County Trinity River Erosion**

Owner: Polk County, 101 West Church Street,  
Suite 300 Livingston, TX 77351  
936-327-6813  
Agency: NRCS  
Engineer: GLS, 903-581-3805

Amount	\$468,000
Date Completed	2/2020
Duration	4 Months

- Limited workspace on top of bank
- Emergency stabilization of the Trinity River in Polk County
- Steep Riverine Environment
- Rapid Water level changes below TRA Livingston Dam



**KSA - Engineers - Tyler Texas**

Chris Aylor - KSA Engineers Senior Project Manager

Office - 903 - 581 - 8141

Cell - 903 - 452 - 4880

Dennis Cole - Project Representative

Cell - 713 - 819 - 8282

6781 Oak Hill Boulevard

Tyler, TX 75703

**Amount**

**1,700,000**

**Date**

**5/1/2017**

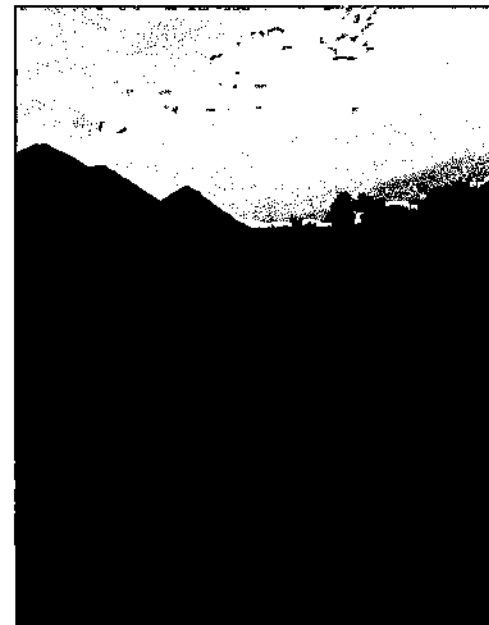
**Duration**

**10 Months**

**Ashmore Drainage Improvements**

- complex concrete drainage system

- slope stabilization methods required



### Chambers Creek Dam Reconstruction

Tom Sulak  
1822 FM 66 Suite 102  
Waxahachie, TX 75167  
972-921-0054  
[tom.sulak@co.ellis.tx.us](mailto:tom.sulak@co.ellis.tx.us)

Amount	\$2,200,000
Date Completed	10/2020
Duration	9 months

- 2 dam sites restoration
- 25,000 yards lime treated earth fill on dam reconstruction
- 3,000 yards of rip rap armored dam installed
- landscape seeding and Temp irrigation installation
- Heavy de-watering in watershed



## **Harris Co Flood Control - Concrete Spillway & Stilling Basin**

**Mondel Garcia, P.E., PMP**

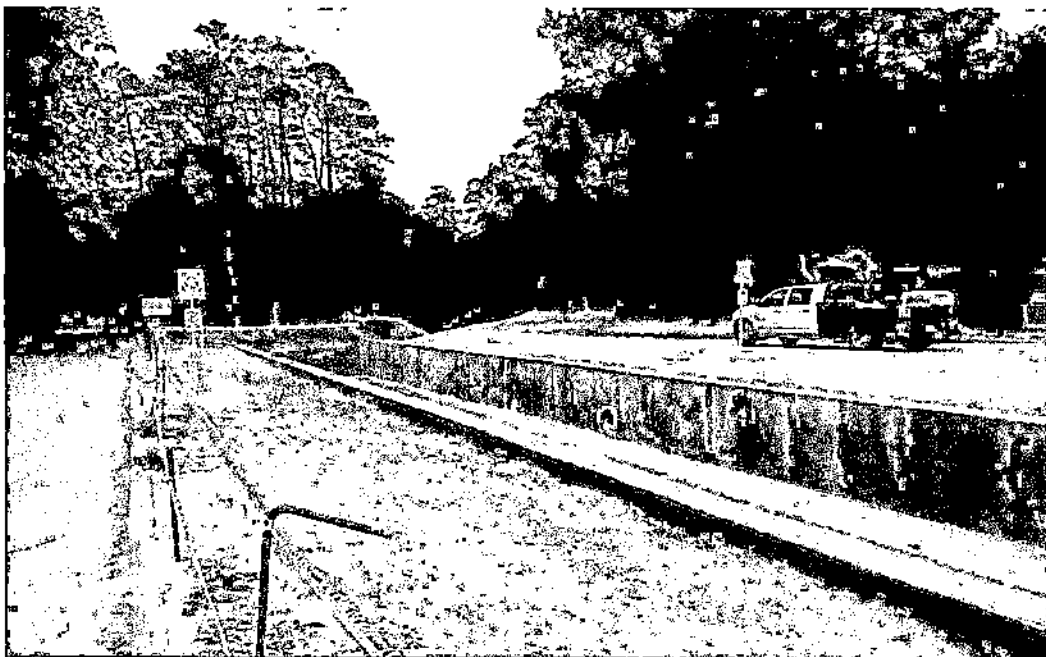
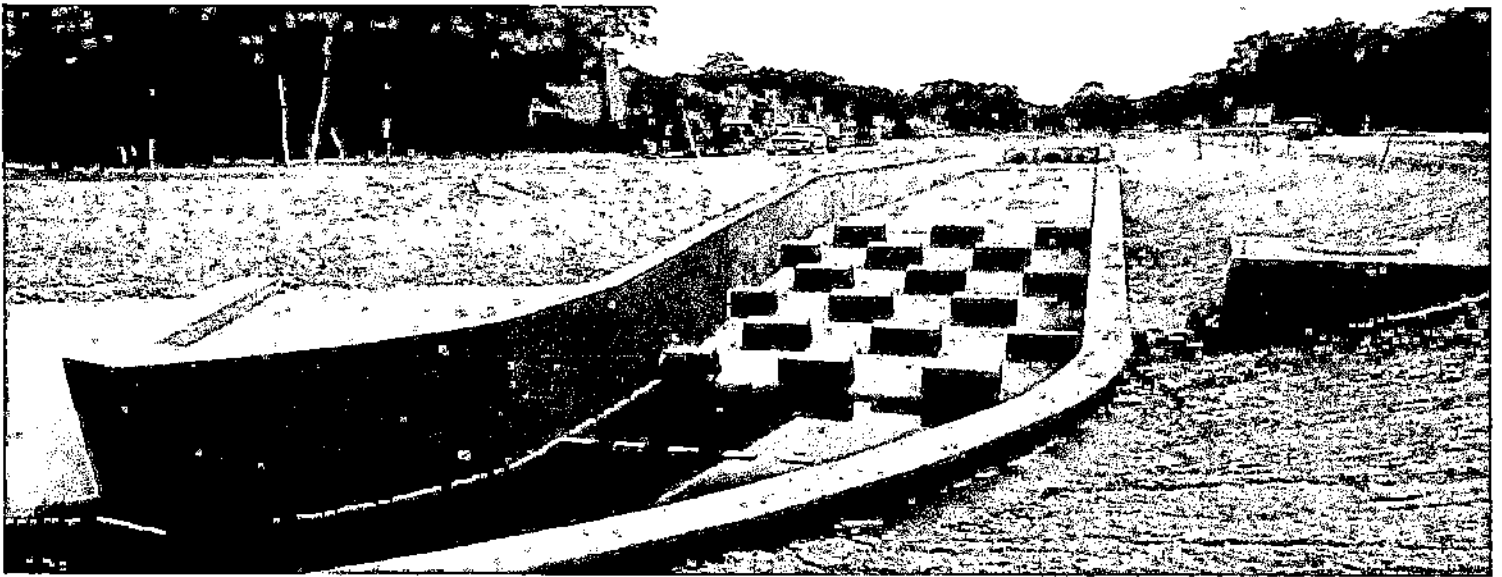
Project Manager - Construction Division

Harris County Flood Control District - Mike Talbott Service Center

7522 Prairie Oak Drive Houston, TX 77086

Office direct - 346-286-4068

- 700' of concrete canal 7' to 13' tall
- reroute of sewer and storm crossing lines
- control of water while construction in active drainage channel



## Plum Creek Watershed Site 10 Rehabilitation

Owner: PLUM CREEK CONSERVATION DISTRICT  
Agency: NRCS (Natural Resources Conservation Service)  
Engineer: M&E Consultants, Trent Street,  
tstreet@mande-pe.com  
P.O. Box 9  
Heidenheimer, TX 76533

Amount	\$5,000,000
Date Completed	10/2023
Duration	24 Months

- NRCS dam rehabilitation
- installation of new concrete primary and auxiliary spillway
- 20,000 cubic yards of lime-treated earth fill dam reconstruction
- 5,000 tons of rip-rap armored shoring
- Heavy de-watering
- Heavy federal regulation and oversight

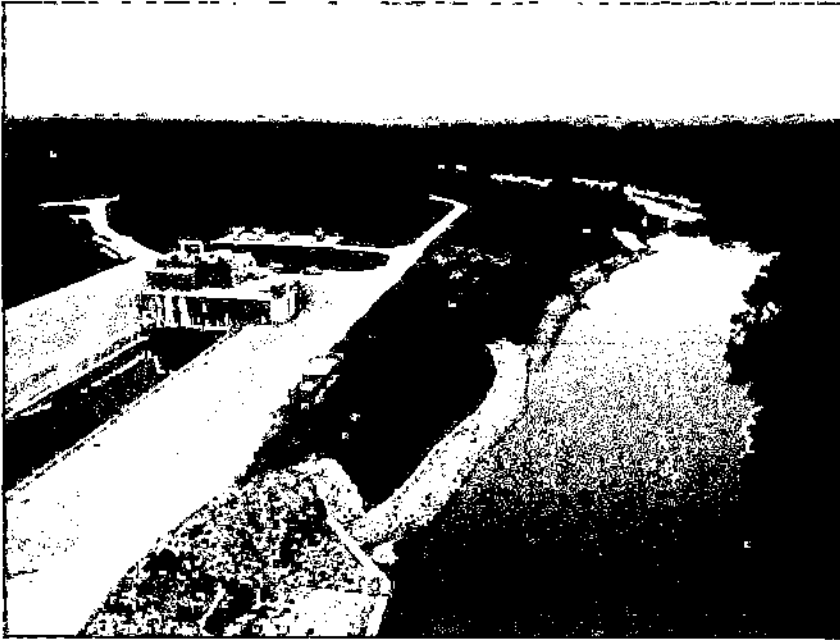


## Trinity River Lock & Dam No. 7

Owner: North Texas Municipal Water District  
Rodney Wolfe-- NTMWD Construction  
Inspector 2, 469-652-9809,  
rwolfe@ntmwd.com  
Engineer: Freese and Nichols, Mark Ickert,  
817-735-7229

Amount	\$6,248,530
Date Completed	7/2023
Duration	16 months

- MSE soil stabilization bags with bare root saplings and native grass germination
- Temp irrigation
- Deep riverine environment
- 38,000 tons of stone rip rap

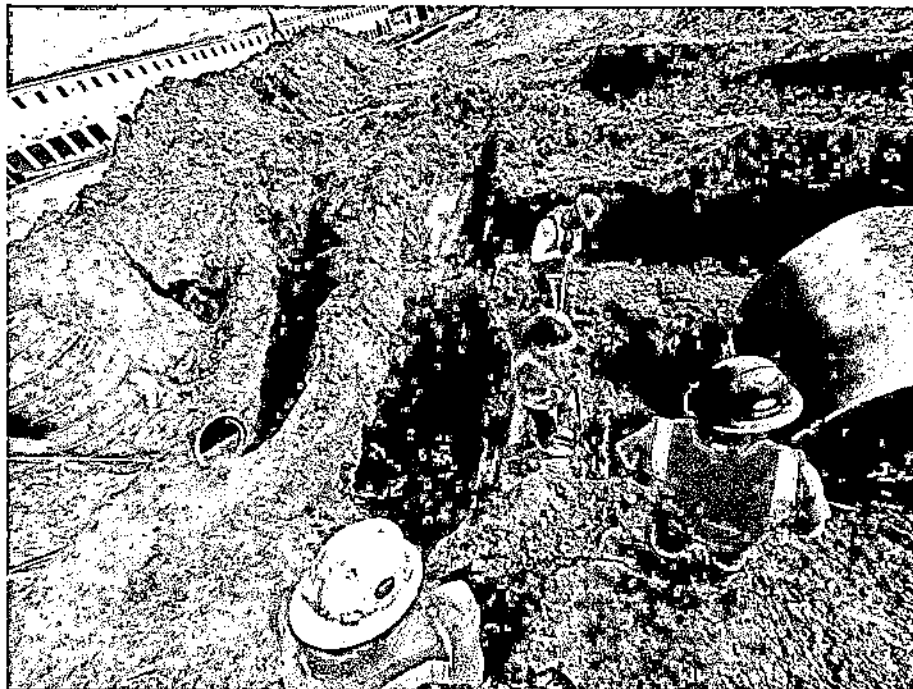


**Intercontinental Waterline & Detention Pond No. 2**

Owner: Eastveld Property Owner, LLC  
on behalf of Intercontinental Crossing Municipal  
Utility District  
Engineer: Jones Engineering Solutions, LLC, James  
Jones, jamesjones@jonesengineeringsolutions.com  
281-507-5271

Amount	\$1,377,659
Date	10/2024
Duration	10 months

- Stormwater bores under several high pressure jet fuel lines servicing IAH George Bush Intercontinental Airport
- Heavy regulation and oversight
- Ground water



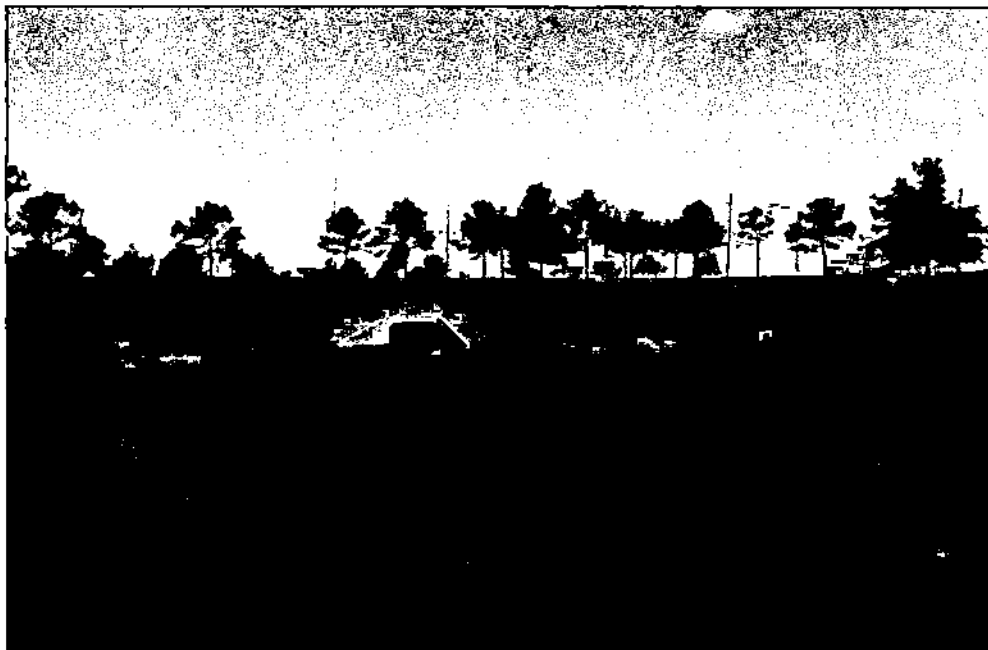
### Harris Co Flood Control

Mondel Garcia P.E PMP  
7522 Prairie Oak Drive  
Houston, TX 77086  
346-286-4068  
[mondel.garica@hcfcd.hctx.net](mailto:mondel.garica@hcfcd.hctx.net)

Amount	2,000,000
Date	5/1/2020
Duration	8 Months

### Ben's Branch Channel Rehabilitation

- 70,000 yards of excavation and haul off
- rip rap installation
- import fill and embankment installation





**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#25-569**  
**Best Final Offer**

Item	Description	QTY	Unit	Unit Price	Total
<b>A. General Items</b>					
1	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	38,000	38,000
2	Erosion control / best management practices for and including Storm Water Pollution Prevention Plan for project, including but not limited to silt fencing, erosion control logs with related items and appurtenances, complete in place	1	LS	7,500	7,500
3	Site cleanup including removal of debris, spoils equipment, 4" of topsoil (minimum) with hydromulch (Flex Terra HP-FGM or approved equal) from creek to south side fence including related items and appurtenances, complete in place	1	LS	22,500	22,500
<b>Total Section A: General Items</b>				\$	68,000.00
<b>B. Demolition</b>					
1	Remove and dispose of existing guard rail including posts, including related items and appurtenances, complete in place.	66	LF	50.00	3,300
2	Remove existing guard rail and posts. Dispose of existing posts ( <i>existing guardrail to be stored for re-use</i> ), including related items and appurtenances, complete in place.	80	LF	75.00	6,000
3	Clearing/grubbing/removal of existing vegetation for construction of sheet piling retaining system and anchoring system including related items and appurtenances, complete in place	0.68	acres	15,000	10,200
4	Remove and dispose of existing 24" CMP, including related items and appurtenances, complete in place.	104	LF	20.00	2,080
5	Remove and dispose of existing safety end terminal, including related items and appurtenances, complete in place.	1	LS	1,500	1,500
6	Remove and stockpile existing crushed limestone base for re-use, including related items and appurtenances, complete in place.	1,270	SY	8.00	10,160
7	Remove and stockpile existing rock rip-rap for re-use, including related items and appurtenances, complete in place.	69	SY	24.50	1,690.50
<b>Total Section B: Demolition</b>				\$	34,930.50
<b>C. Sheet Piling System / Drainage / Road Reconstruction</b>					
1	ROW preparation (water's edge to south side fence) including dirt work for project area including sheet piling system, roadway and drainage including related items and appurtenances, complete in place	1	LS	40,000	40,000
2	Sheet piling retaining wall with tie back anchoring system, including related items and appurtenances (478'x30' max), complete in place.	14,340	SF	88.00	1,261,920
3	Connect sheet pile to existing sheet pile wall, including related items and appurtenances, complete in place.	1	EA	7,500	7,500
4	5' x 5' Type E inlet, including related items and appurtenances, complete in place.	1	EA	9,500	9,500

**Bid Schedule**  
**Leonard Road Slope Stabilization Project**  
**CIP#25-569**  
**Best Final Offer**

Item	Description	QTY	Unit	Unit Price	Total
5	18" HDPE pipe with structural backfill, including related items and appurtenances, complete in place.	7	LF	500.00	3,500
6	24" HDPE pipe with structural backfill, including related items and appurtenances, complete in place.	107	LF	100.00	10,700
7	Rock rubble (18"/24" diameter) with grout on filter fabric, including related items and appurtenances, complete in place.	230	SY	145.00	33,350
8	Install STOCKPILED rock rubble with grout on filter fabric, including related items and appurtenances, complete in place.	69	SY	75.00	5,175
9	Slope protection (EXCEL PP5-10), necessary vegetation and debris removal to cover existing soil, including related items and appurtenances, complete in place.	998	SY	11.00	10,978
10	4" concrete flume and slope paving, including related items and appurtenances, complete in place.	136	SY	10.00	1,360
11	6" cement stabilized sand subgrade, including related items and appurtenances, complete in place.	1,386	SY	30.00	41,580
12	Install STOCKPILED and NEW (if needed) crushed limestone, compacted in place measure, including related items and appurtenances, complete in place.	1,386	SY	14.00	19,404
13	Crushed limestone base (material only), only to be used as needed to achieve 6" depth of reconstructed roadway, including related items and appurtenances, complete in place.	150	CY	80.00	12,000
14	Guardrail and posts (including 80LF of guard rail stored on site) including related items and appurtenances, complete in place	700	LF	82.00	57,400
15	Single guard rail soft stop end terminal with anchor, including related items and appurtenances, complete in place.	1	EA	9,500	9,500
16	Connect new guardrail to existing guardrail including related items and appurtenances, complete in place	1	EA	2,000	2,000
Total Section C: Sheet Piling System / Drainage / Road Reconstruction Items.....				\$	1,525,867.00
Owner Contingency.....				\$	100,000.00
Total Section A-C and Owner Contingency.....				\$	1,728,797.50
Number of calendar days to complete				70	working days

# Gregory Pile Driving, Inc.

Stephenville, TX | (254) 965-7585 | [shinnandgregory@yahoo.com](mailto:shinnandgregory@yahoo.com)

Presented herein is a comprehensive resume of experience representing over thirty years of dedicated service in the Pile Driving Industry. Gregory Pile Driving has been a steadfast provider of pile driving excellence, with our esteemed superintendent, Brandon Jones, leading operations for the same number of years. This document details our project engagements from the past five years, each underscoring our unwavering commitment to safety, customer satisfaction, and the highest quality standards.

## Description of Work:

NZ 19 Sheet Pile

26, 598 square feet: 60 foot sheets

Texas Department of Transportation

Contractor:

Bay, LTD

361-299-3726

## Description of Work:

PZC-13 / PZC-18 Sheet Pile

33,560 square feet: 35 to 60 foot sheets

Texas Department of Transportation

Contractor:

Lucania Construction

956-600-4471

## Description of Work:

PZC-13 Sheet Pile

1,900 square feet: 45 foot sheets

Texas Department of Transportation

Contractor:

Texas SAI

601-376-3000

## Description of Work:

PZ-27 Sheet Pile

6,348 square feet: 60 foot sheets

Texas Department of Transportation

Contractor:

Webber, LLC

832-850-2745

## Description of Work:

PZC-18 Sheet Pile

2,832 square feet: 35 foot sheets

Dallas Water District

Contractor:

Garney Construction, Inc.

816-741-4600

## Description of Work:

PZC-18 Sheet Pile

6,740 square feet: 45 foot sheets

City of Fort Worth Water District

Contractor:

Circle C Construction

817-293-1863

## Description of Work:

PZC-18 Sheet Pile

7,291 square feet: 35 foot sheets

UT Southwestern Medical Center

Contractor:

Larrett, Inc.

972-962-3400

## Description of Work:

AZ-700 Sheet Pile

8,490 square feet: 30 foot sheets

Union Pacific Rail Road

Contractor:

Reid Construction

903-561-0560

# BAFO #2 Leonard Road Slope Stabilization Project

## 2/21/2025

Item	Description	QTY	Unit	Unit Price	Total
<b>A. General Items</b>					
1	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	\$ 38,000.00	\$ 38,000.00
2	Erosion control / best management practices for and including Storm Water Pollution Prevention Plan for project, including but not limited to silt fencing, erosion control logs with related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
3	Site cleanup including removal of debris, spoils equipment, 4" of topsoil (minimum) with hydromulch (Flex Terra HP-FGM or approved equal) from creek to south side fence including related items and appurtenances, complete in place	1	LS	\$ 22,500.00	\$ 22,500.00
<b>Total Section A: General</b>				\$	68,000.00
<b>B. Demolition</b>					
1	Remove and dispose of existing guard rail including posts, including related items and appurtenances, complete in place.	66	LF	\$ 50.00	\$ 3,300.00
2	Remove existing guard rail and posts. Dispose of existing posts (existing guardrail to be stored for re-use), including related items and appurtenances, complete in place.	80	LF	\$ 75.00	\$ 6,000.00
3	Clearing/grubbing/removal of existing vegetation for construction of sheet piling retaining system and anchoring system including related items and appurtenances, complete in place	0.68	acres	\$ 15,000.00	\$ 10,200.00
4	Remove and dispose of existing 24" CMP, including related items and appurtenances, complete in place.	104	LF	\$ 20.00	\$ 2,080.00
5	Remove and dispose of existing safety end terminal, including related items and appurtenances, complete in place.	1	LS	\$ 1,500.00	\$ 1,500.00
6	Remove and stockpile existing crushed limestone base for re-use, including related items and appurtenances, complete in place.	1,270	SY	\$ 8.00	\$ 10,160.00
7	Remove and stockpile existing rock rip-rap for re-use, including related items and appurtenances, complete in place.	69	SY	\$ 24.50	\$ 1,690.50
<b>Total Section B:</b>				\$	34,930.50
<b>C. Sheet Piling System / Drainage / Road Reconstruction</b>					
1	ROW preparation (water's edge to south side fence) including dirt work for project area including sheet piling system, roadway and drainage including related items and appurtenances, complete in place	1	LS	\$ 40,000.00	\$ 40,000.00
2	Sheet piling retaining wall with tie back anchoring system, including related items and appurtenances (478'x27' max), complete in place.	12,906	SF	\$ 90.00	\$ 1,161,540.00
3	Connect sheet pile to existing sheet pile wall, including related items and appurtenances, complete in place.	1	EA	\$ 7,000.00	\$ 7,000.00
4	5' x 5' Type E inlet, including related items and appurtenances, complete in place.	1	EA	\$ 9,500.00	\$ 9,500.00
5	18" HDPE pipe with structural backfill, including related items and appurtenances, complete in place.	7	LF	\$ 500.00	\$ 3,500.00
6	24" HDPE pipe with structural backfill, including related items and appurtenances, complete in place.	107	LF	\$ 100.00	\$ 10,700.00
7	Rock rubble (18" / 24" diameter) with grout on filter fabric, including related items and appurtenances, complete in place.	230	SY	\$ 145.00	\$ 33,350.00
8	Install STOCKPILED rock rubble with grout on filter fabric, including related items and appurtenances, complete in place.	69	SY	\$ 75.00	\$ 5,175.00
9	Slope protection (EXCEL PP6-10), necessary vegetation and debris removal to cover existing soil, including related items and appurtenances, complete in place.	998	SY	\$ 11.00	\$ 10,978.00
10	4" concrete flume and slope paving, including related items and appurtenances, complete in place.	136	SY	\$ 100.00	\$ 13,600.00
11	6" cement stabilized sand subgrade, including related items and appurtenances, complete in place.	1,386	SY	\$ 30.00	\$ 41,580.00
12	Install STOCKPILED and NEW (if needed) crushed limestone, compacted in place measure, including related items and appurtenances, complete in place.	1,386	SY	\$ 15.00	\$ 20,790.00

TSH

13	Crushed limestone base (material only), only to be used as needed to achieve 6" depth of reconstructed roadway, including related items and appurtenances, complete in place.	150	CY	\$ 80.00	\$ 12,000.00
14	Guardrail and posts (including 80LF of guard rail stored on site) including related items and appurtenances, complete in place	700	LF	\$ 82.00	\$ 57,400.00
15	Single guard rail soft stop end terminal with anchor, including related items and appurtenances, complete in place.	1	EA	\$ 10,000.00	\$ 10,000.00
16	Connect new guardrail to existing guardrail including related items and appurtenances, complete in place	1	EA	\$ 2,000.00	\$ 2,000.00
<b>Total Section C. Sheet Piling System / Drainage / Road Reconstruction Items</b>				\$	<b>1,439,113.00</b>
<b>Owner Contingency.....</b>				\$	<b>100,000.00</b>
<b>Total Section A-C and Owner Contingency.....</b>				\$	<b>1,642,043.50</b>
<b>Number of calendar days to complete</b>				<b>working days</b>	<b>70</b>

Travis Hanus

V.P. - 2/21/2025



**Solid Bridge Construction**  
**3104 Interstate 45 South**  
**New Waverly, TX 77358**  
**936-435-0700**



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Wickson Creek SUD-9508 Weedon Loop

DATE OF COURT MEETING: 3/11/2025

ITEM: Consider and take action on the Wickson Creek SUD utility permit to construct a road bore at 9508 Weedon Loop to provide water services. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge  
Department impacted by agenda item: Road and Bridge  
Brief explanation of agenda item and if in current year budget: Wickson Creek SUD will construct road bore to provide water services at 9508 Weedon Loop  
Brazos County has NO financial responsibility in this project  
Consequences for failing to approve agenda item: No water for customer  
Deadline for agenda item approval: As soon as possible  
Site of work being performed: 9508 Weedon Loop

**ATTACHMENTS:**

**File Name**

[Utility Permit-Wickson Creek SUD-9508 Weedon Loop.pdf](#)

**Description**

Utility Permit - Wickson Creek SUD - 9508 Weedon Loop

**Type**

Backup Material

**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge      NUMBER: CC-2025-Utility Permit-Wickson Creek SUD-9508 Weedon Loop

DATE OF COURT MEETING: 3/11/2025

ITEM: Consider and take action on the Wickson Creek SUD utility permit to construct a road bore at 9508 Weedon Loop to provide water services. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge  
Department impacted by agenda item: Road and Bridge  
Brief explanation of agenda item and if in current year budget: Wickson Creek SUD will construct road bore to provide water services at 9508 Weedon Loop  
Brazos County has NO financial responsibility in this project  
Consequences for failing to approve agenda item: No water for customer  
Deadline for agenda item approval: As soon as possible  
Site of work being performed: 9508 Weedon Loop

**ATTACHMENTS:****File Name**

Utility Permit-Wickson Creek SUD-9508 Weedon Loop.pdf

**Description**

Utility Permit - Wickson Creek SUD - 9508 Weedon Loop

**Type**

Backup Material

**APPROVED**

  
Duane Peters  
County Judge

3/11/25  
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 Wickson Creek 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 water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

**Facility to Cross Road**

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
9508 Weedon Loop	50 LF	X			X

**Facility to Parallel County Road Within Right-Of-Way**

Road Name and Block Number	From	To	Depth	Distance
N/A				

**CONSTRUCTION TYPE**

1" Diameter 0.133" Wall Thickness 2" Diameter Encasement PVC Encasement Material

Material Specification PVC

Maximum Operation Pressure 80 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 1 working days. (**COMPANY MUST FILL IN**). If such construction is not begun by the 60<sup>th</sup> 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.

Wickson Creek Sup.  
Company Name  
Kyle Eppler  
By:  
[Signature]  
Signature  
General Manager  
Title  
P.O. Box 4756  
Address  
Bryan Tx. 77805  
City State Zip  
979-589-3030  
Telephone Number  
Kyle@wicksoncreek.com  
Email:

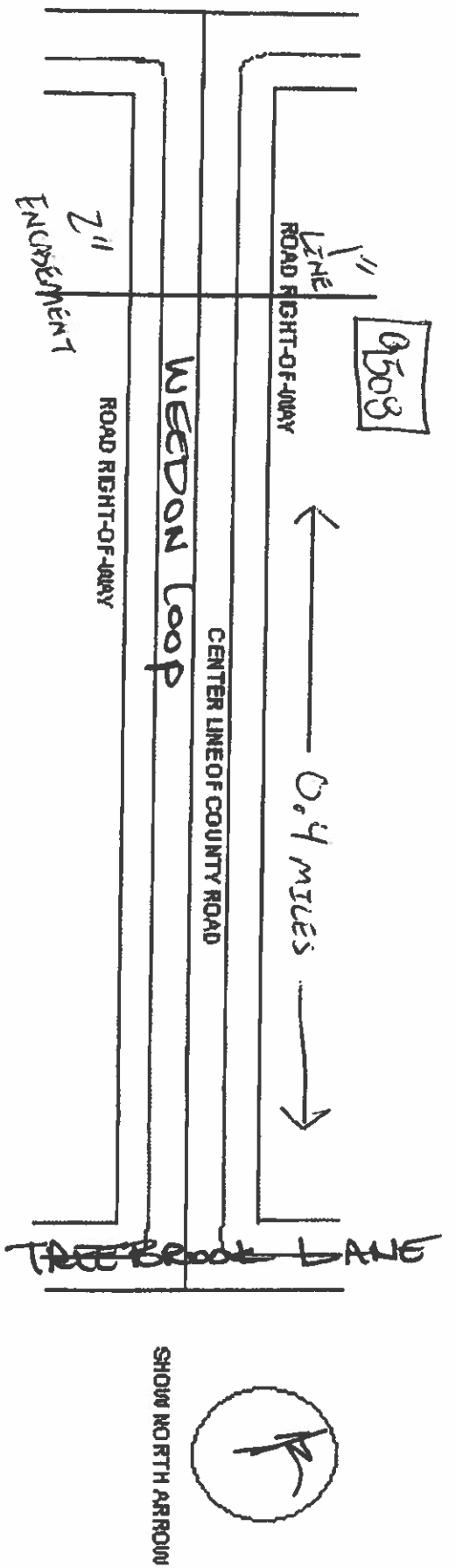
## WATER UTILITY APPROVAL

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 March 6, 2025 except as noted below:

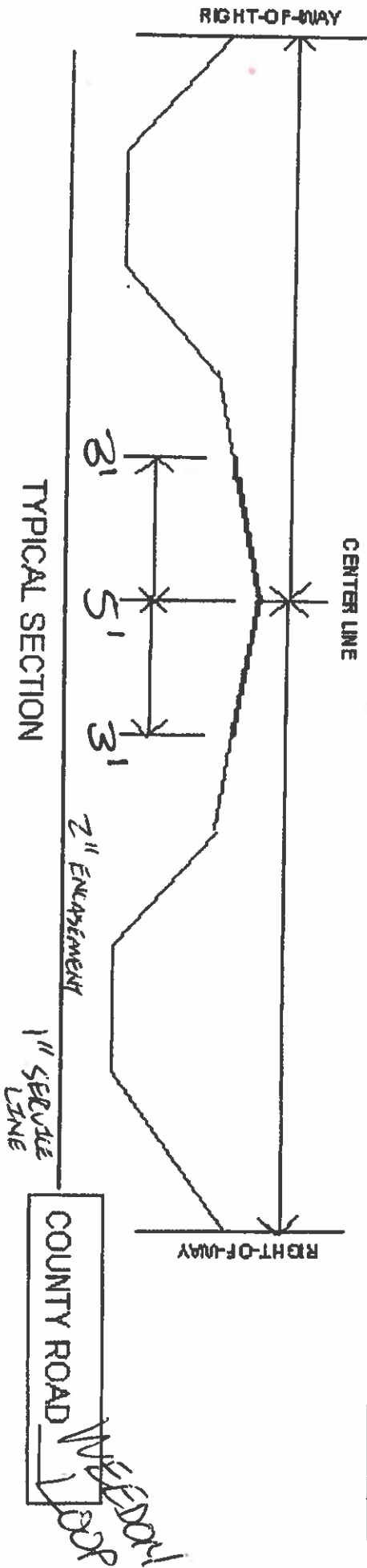
(Month/Day/Year)

**EXCEPTIONS:**     **None**

For  \_\_\_\_\_  
Brazos County Engineer



## PLAN VIEW



## TYPICAL SECTION

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

DRAWING FOR: 9508 WEEDON LOOP  
 CUSTOMER: STEVEN HANSON  
 PROPOSED 50' ROAD BORE  
 USING 2" ENCASEMENT PIPE  
 WITH 1" WATERLINE ENCLOSED

☐ Parcels ☐ Abstracts ☐ Streets

A horizontal scale bar with tick marks. The top row of labels is '0', '0.05', '0.1', '0.2 ml'. The bottom row of labels is '0', '0.1', '0.2 km'. The text '1:9,028' is centered above the bar.

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Brazos Central Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

**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:

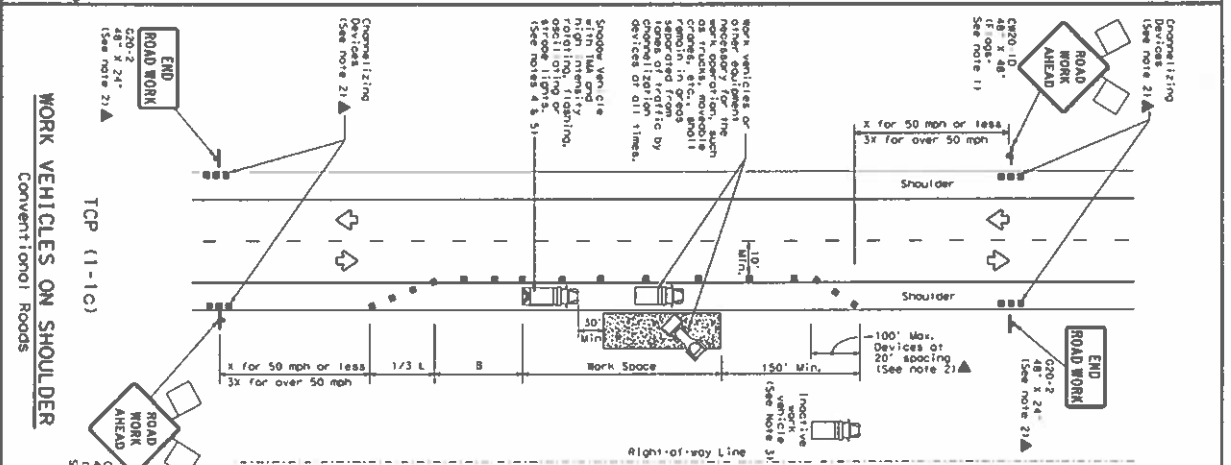
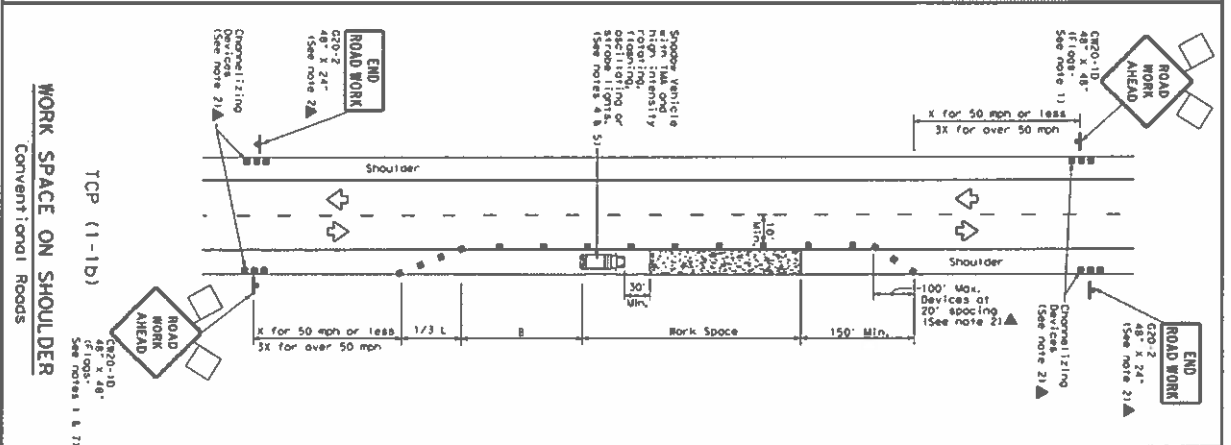
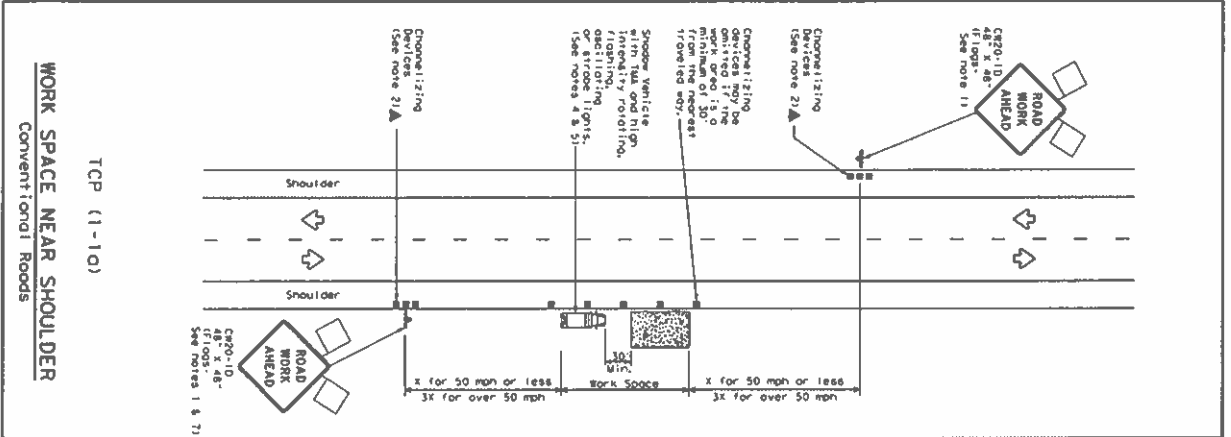
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" 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: FILE:




LEGEND	
	Type 3 Barricade
	Heavy Work Vehicle
	Trailer Mounted Flaming Arrow Board
	Sign
	Flag
	Truck Mounted Attenuator (TMA)
	Portable Chaperone Massflow Sign (PMMS)
	Traffic Flow
	Flag
	Flag

[illegible]

A. CONVENTIONAL WOODS ONLY  
 All Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
MOBILE	✓	✓		

1. Flares attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted as "if the (reference) symbol may be omitted when stated elsewhere in the plan, or for future maintenance work, when approved by the Engineer."
3. Traffic signs, plaques or other equipment should be mounted near the center of the travel lane.
4. A Stop sign with a TALL should be used anytime it can be positioned 30 to 100 feet in advance of the area of work; otherwise, a shorter sign may be used.
5. Additional Stop signs with TALL may be used in advance of the work to restrict in places, lanes or bays, or other demarcating devices may be installed for the Stop sign and TALL.
6. Additional Stop signs with TALL may be used in advance of the work to restrict lanes in order to protect a worker area, access, egress, etc.
7. Reference: "Traffic Signs and Symbols Manual" published by FHWA.
8. CR2-13 "SHOULDER ROAD" signs may be used in place of CR20-13 "ROAD WORK AHEAD" signs for shoulder work on conventional (two-way) roads.

 Texas Department of Transportation		Traffic Operations Standards																																				
<h1 style="text-align: center;">TRAFFIC CONTROL PLAN</h1> <h2 style="text-align: center;">CONVENTIONAL ROAD SHOULDER WORK</h2>																																						
<h3>TCP(1-1)-18</h3>																																						
DATE: 10/1-11-00 1001 December 1995 REVISIONS: 2-96 4-96 6-96 2-12 1-97 2-18	<table border="1"> <thead> <tr> <th>Rev</th> <th>DATE</th> <th>BY</th> <th>APP</th> <th>DES</th> <th>CHK</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>0101</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Rev	DATE	BY	APP	DES	CHK	DATE	0101																					<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	DATE	REVISIONS						
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**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Coronado Estates Ph 1 - Final Plat

DATE OF COURT MEETING: 3/11/2025

ITEM: Request for approval of the Final Plat of Coronado Estates Phase One along with variance request pertaining to Brazos County Subdivision Regulations, Article 6 Section A.1.b; Henry A. Adams Survey, Abstract 65; Brazos County, Texas. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 02/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: **Plat of new residential subdivision development located off Opersteny Lane; plat approval does not impact the current budget**
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 3/11/2025
6. Site of work being performed, if applicable: Same as #3

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Application-Coronado Estates Phase 1.pdf</a>	Application for Development	Backup Material
<a href="#">CORONADO PH 1 FP 3-6-25 Extended Ded r1.pdf</a>	Plat	Backup Material
<a href="#">Coronado Estates Variance Letter Signed.pdf</a>	Variance Request	Backup Material
<a href="#">Coronado Estates Ph 1-Metes and Bounds.pdf</a>	Metes and Bounds Description	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

**DEPARTMENT:** Road and Bridge **NUMBER:** CC2025 Coronado Estates Ph 1 - Final Plat

**DATE OF COURT MEETING:** 3/11/2025

**ITEM:** Request for approval of the Final Plat of Coronado Estates Phase One along with variance request pertaining to Brazos County Subdivision Regulations, Article 6 Section A.1.b; Henry A. Adams Survey, Abstract 65; Brazos County, Texas. Site is located in Precinct 2.

**TO:** Commissioners Court

**FROM:** Karen Tyler

**DATE:** 02/05/2025

**FISCAL IMPACT:** False

**BUDGETED:** False

**DOLLAR AMOUNT:** \$0.00


**NOTES/EXCEPTIONS:**

1. Department requesting Agenda Item: Road and Bridge
2. Department Impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: Plat of new residential subdivision development located off Operstony Lane; plat approval does not impact the current budget
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 3/11/2025
6. Site of work being performed, if applicable: Same as #3

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Application-Coronado Estates Phase 1.pdf</u>	Application for Development	Backup Material
<u>CORONADO PH 1 FP 3-6-25 Extended Ded r1.pdf</u>	Plat	Backup Material
<u>Coronado Estates Variance Letter Signed.pdf</u>	Variance Request	Backup Material
<u>Coronado Estates Ph 1- Metes and Bounds.pdf</u>	Metes and Bounds Description	Backup Material

**APPROVED**

  
 Duane Peters  
 County Judge

3/11/25  
 Date



## Brazos County Road & Bridge Office

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: [plats@brazoscountytexas.gov](mailto:plats@brazoscountytexas.gov)

## PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: 3-19-24	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Coronado Estates Ph 1	
PROJECT ADDRESS OR LOCATION: Opersteny Ln Brazos County Texas	
LEGAL DESCRIPTION: Vol 242, pg 16 Henry A Adams Survey Ab. 65	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 21	TOTAL ACREAGE 31.677
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> ETJ <input checked="" type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

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

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

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

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

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

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

CONTACT INFORMATION			
<b>APPLICANT INFORMATION</b>			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			
<b>PROPERTY OWNER INFORMATION</b>			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			
<b>ENGINEER INFORMATION</b>			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			
<b>SURVEYOR INFORMATION</b>			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			
<b>OTHER INFORMATION</b>			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			

### PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE:

PRINTED NAME:

DATE:

SIGNATURE:

PRINTED NAME:

DATE:

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

### CALCULATIONS OF FEES

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

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

DATE APPLICATION RECEIVED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DATE APPLICATION RECEIVED / REJECTED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SIGNATURE:

SIGNATURE:

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

### Application Check List:

Copies of finished plat with corrections (*if any*):

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

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

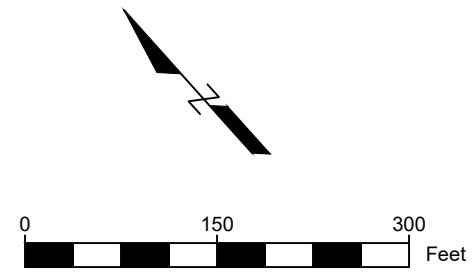
- ☐ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☐ Letter from Brazos County 911 - For Road names.
- ☐ Letter from Water District or Company. - Stating water availability, etc.

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

- ☐ Approval notification from appropriate City.

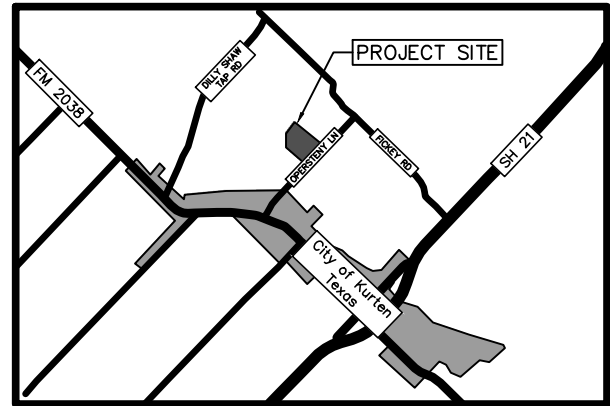
Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal.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

BRAZOS COUNTY APPRAISAL DISTRICT  
(PER BRAZOS COUNTY APPRAISAL DISTRICT  
WEBSITE)



LEGEND	
-----	PUE/DRAINAGE EASEMENT
- - - - -	PHASE BOUNDARY
-----	PROPERTY LINES
XX" PUE	PUBLIC UTILITY EASEMENT

Parcel Line and Curve Table						
Line #/Curve #	Length	Bearing/Delta Angle	Radius	Chord Length	Chord Bearing	
C1	19.68	45°05'54"	25.00	19.17	S70° 44' 46"E	
C2	1.06	1°00'39"	60.00	1.06	N87° 12' 34"E	
C3	91.13	87°01'32"	60.00	82.62	S48° 46' 21"E	
C4	96.52	92°09'55"	60.00	86.44	S40° 49' 23"W	
C5	17.02	39°00'36"	25.00	16.69	S67° 24' 03"W	
C6	2.66	6°05'21"	25.00	2.66	S44° 51' 04"W	
C7	39.27	89°59'39"	25.00	35.36	N3° 11' 55"W	
C8	39.26	89°58'59"	25.00	35.35	S3° 12' 06"E	
C9	39.27	90°00'00"	25.00	35.36	S86° 48' 24"W	
C10	161.68	27°39'07"	335.00	160.11	S34° 22' 03"E	
C11	18.27	41°52'18"	25.00	17.87	S41° 28' 38"E	
L1	31.24	S48° 11' 36.00"E				
L2	36.05	N41° 48' 24.00"E				
L3	31.00	N48° 11' 49.06"W				
L4	36.05	S42° 22' 48.07"W				
L5	69.57	S84° 06' 39.41"W				
L6	89.18	S54° 38' 45.18"W				
L7	81.38	N41° 46' 16.51"E				
L8	54.34	N42° 10' 32.68"E				
L9	22.37	S48° 11' 36.28"E				
L10	18.38	N48° 11' 37.96"W				
L11	8.35	N48° 11' 36.00"W				
L12	8.35	N48° 11' 36.00"W				



VICINITY MAP  
1"=2000'

CERTIFICATE OF OWNERSHIP AND DEDICATION AS FOLLOWS:

"I, \_\_\_\_\_ OWNER(S) AND DEVELOPER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CORONADO ESTATES SUBDIVISION, A SUBDIVISION IN BRAZOS COUNTY, TEXAS, AND WHOSE NAME(S) IS/ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL RIGHTS-OF-WAY, EASEMENTS AND OTHER PUBLIC PLACES SHOWN HEREIN."

SIGNATURE

A CERTIFICATE OF SURVEYOR AS FOLLOWS:

"I, R.H. BONDS, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5559 (RPLS), IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THIS PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION."

R.H. BONDS  
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5559

A CERTIFICATE OF ENGINEER AS FOLLOWS:

"I, BENJAMIN WALL, LICENSED PROFESSIONAL ENGINEER NO. 150839, CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE IMPROVEMENTS DESCRIBED HEREIN."

BENJAMIN WALL  
LICENSED PROFESSIONAL ENGINEER, NO. 150839

A CERTIFICATE OF APPROVAL AS FOLLOWS:

"THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, AS THE FINAL OF SUCH SUBDIVISION ACKNOWLEDGED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_."

SIGNED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_."

BY: \_\_\_\_\_  
COUNTY JUDGE  
BRAZOS COUNTY, TEXAS

A CERTIFICATE OF THE COUNTY CLERK AS FOLLOWS:

THE STATE OF TEXAS  
COUNTY OF BRAZOS

"I, \_\_\_\_\_, COUNTY CLERK OF BRAZOS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND DULY RECORDED IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS."

COUNTY CLERK  
BRAZOS COUNTY, TEXAS

Block	Lot	Culvert Size (inches)
1	1	18
1	2	18
1	3	18
1	4	24
1	5	24
1	6	24
1	7	24
1	8	24
1	9	24
1	10	24
1	11	30
1	12	30
1	13	30
1	14	18
3	1	18
2	6	(2) 36
2	5	(2) 36
2	4	(2) 36
2	3	24
2	2	18
2	1	18

General Notes:

- Potable water supply to be provided by agreement with Wickson Creek SUD.
- Sanitary sewer service and setbacks to be provided for individual OSSF per 15. Brazos County requirements.
- Electrical supply to be provided by agreement with Bryan Texas Utilities
- Onsite storage for fire projection per Brazos County requirements to be provided by lake amenity.
- According to the Flood Insurance Rate Map 48041C0215F (Effect. 4/2/2014), a portion of this site is located within a 100-year Zone A flood hazard area
- Amenities, entry monuments, landscaping and common areas to be maintained by home owners association.
- Minimum setbacks for residential lots are as follows:
  - Front: 50 feet
  - Rear: 20 feet
  - Side: 20 feet
  - Side/Street: 25 feet
- The Metes and Bounds Description provided by Kerr Surveying, Plat Date July 25th, 2022
- All lots to be restricted to one (1) single family residence per lot
- All posted roadway speeds for subdivision to be 30 MPH
- All Right of Ways in this Subdivision are to be 70 feet wide per Brazos County requirements with an additional 16 foot dedicated public utility easement on both adjacent sides. All lots to have a 10 foot public utility/drainage easement on side and back lot lines.
- Detention/Retention facilities to be constructed with phase 1 and connected by temporary drainage swales
- No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Brazos County floodplain administrator. The minimum lowest finished floor elevation shall be one (1) foot higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the building, or two (2) feet above the Base Flood Elevation ("BFE"), whichever is higher.
- Rural mailboxes shall be set five (5) feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Brazos County. For Single-Family Residential Developments, Multi-Unit Residential Developments or Manufactured Home Communities, Neighbor Delivery and Collection Box Units ("NDCBUs"), or community mailboxes, shall be required. If possible, these mailbox units should be

FINAL PLAT  
CORONADO ESTATES  
PHASE ONE

TOTAL 21 LOTS, 3 COMMON AREAS AND 1 RESERVE TRACT  
FROM

130.86 ACRE TRACT  
HENRY A. ADAMS SURVEY ABSTRACT 65  
BRAZOS COUNTY TEXAS  
AUGUST 2022

OWNER:  
CORONADO GROUP LLC  
PO BOX 138  
KURTEX TX 77802

ENGINEER:  
CIVIL CONSTRUCTORS INC  
1061 INNOVATION DR  
BRYAN TX 77808

SURVEYOR:  
RH BONDS SURVEYING  
138 W APALONIA AVE  
ANDERSON TX 77803



A Division of Civil Constructors, Inc.  
1061 Innovation Dr. Bryan, TX 77808  
F-23561  
Ph. (979)690-7711  
Fax (979)690-9797

March 5, 2025

Prarthana Banerji, PE, CFM  
County Engineer  
Brazos County Road and Bridge  
2617 SH 21 West  
Bryan, TX 77803

RE: Coronado Estates Subdivision-Variance Request for Opersteny Ln

Ms. Banerji,

In accordance with Article 13 of the Brazos County Subdivision Regulations, the owner/developer of the above referenced project is requesting variance of these regulations for Article 6 Section A.1.b as they pertain to Block 1 Lot 1.

Granting this variance will not create adverse impacts to the public interest and complies with the interests of justice for the following reason:

1. Block 1 Lot 1 of Coronado Estates Subdivision was originally planned and constructed to be above the 1 acre limit as defined by Article 6. However, due to existing electrical transmission lines on the other side of Opersteny Ln, more than the standard dedication was required by Coronado Estates development and as a consequence, this reduced the lot area below the 1 acre limit. Holly Ulbrich with the Brazos County Health District has reviewed the updated lot area total and has approved the 0.956 acre area pending approval by Brazos County Commissioner Court.

We request all due consideration of this variance request by you and the court, and if you should have any additional questions or require any other documents, please let me know.

Sincerely

A handwritten signature in black ink, appearing to read "Benjamin Wall", with a long horizontal line extending to the right.

Benjamin Wall, PE Lic#150839  
Design Engineer  
Civil Constructors Inc



PHASE ONE  
CORONADO ESTATES SUBDIVISION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 31.679 ACRES IN THE HENRY ADAMS SURVEY, A-65, BRAZOS COUNTY, TEXAS, OUT OF A CALLED 130.86 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CORONADO GROUP LIMITED LIABILITY COMPANY RECORDED IN VOLUME 18956, PAGE 13 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.) SAID TRACT FURTHER DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 INCH IRON FOUND ON THE OCCUPIED NORTHWEST RIGHT OF WAY LINE OF OPERSTENY LANE MARKING THE SOUTHEAST CORNER OF A CALLED 21.51 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DALE HAYES RECORDED IN VOLUME 3126, PAGE 191 OF THE OFFICIAL PROPERTY RECORDS OF BRAZOS COUNTY, TEXAS, (O.P.R.B.C.T.), THE SOUTHWEST CORNER OF SAID OF SAID PARENT TRACT AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

**THENCE: N 48°11'36" W**, ALONG THE NORTHEAST LINE OF SAID HAYES TRACT, AT 1395.61 FT, PASS A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 421.37 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BOBBY LEE STEVENER RECORDED IN VOLUME 7847, PAGE 67 OF THE O.P.R.B.C.T., CONTINUING ALONG SAID STEVENER LINE FOR A **TOTAL DISTANCE OF 2251.93 FEET** TO A POINT IN THE CENTER OF A CREEK MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE;** ALONG THE CENTER OF SAID CREEK, FOLLOWING THE SOUTH BOUNDARY LINE OF SAID STEVENERS TRACT AND THE NORTH BOUNDARY OF THE HEREIN DESCRIBED TRACT FOR THE FOLLOWING CALLS;

- **N 62°48'49" E**, FOR A DISTANCE OF **14.33 FEET** TO A POINT;
- **N 43°36'53" E**, FOR A DISTANCE OF **17.62 FEET** TO A POINT;
- **N 32°31'15" W**, FOR A DISTANCE OF **38.29 FEET** TO A POINT;
- **N 04°39'43" E**, FOR A DISTANCE OF **23.94 FEET** TO A POINT;
- **N 37°15'07" E**, FOR A DISTANCE OF **25.37 FEET** TO A POINT;
- **N 16°57'22" W**, FOR A DISTANCE OF **35.05 FEET** TO A POINT;
- **N 65°10'39" W**, FOR A DISTANCE OF **42.06 FEET** TO A POINT;
- **N 21°44'03" W**, FOR A DISTANCE OF **10.74 FEET** TO A POINT;
- **N 10°03'36" E**, FOR A DISTANCE OF **11.48 FEET** TO A POINT;
- **N 67°39'26" E**, FOR A DISTANCE OF **12.89 FEET** TO A POINT;
- **N 21°34'38" E**, FOR A DISTANCE OF **15.36 FEET** TO A POINT;
- **N 61°59'42" W**, FOR A DISTANCE OF **30.06 FEET** TO A POINT;
- **S 71°26'38" W**, FOR A DISTANCE OF **24.69 FEET** TO A POINT;
- **N 83°25'55" W**, FOR A DISTANCE OF **12.06 FEET** TO A POINT;
- **N 38°16'33" W**, FOR A DISTANCE OF **15.86 FEET** TO A POINT;
- **N 25°03'07" E**, FOR A DISTANCE OF **23.88 FEET** TO A POINT;
- **N 45°59'29" E**, FOR A DISTANCE OF **45.12 FEET** TO A POINT;
- **N 00°31'18" W**, FOR A DISTANCE OF **20.30 FEET** TO A POINT;
- **N 13°38'00" W**, FOR A DISTANCE OF **25.14 FEET** TO A POINT;
- **N 00°55'43" W**, FOR A DISTANCE OF **23.49 FEET** TO A POINT;

- **N 19°37'41" E**, FOR A DISTANCE OF **27.52 FEET** TO A POINT;
- **N 47°33'26" E**, FOR A DISTANCE OF **40.95 FEET** TO A POINT;
- **N 71°19'32" E**, FOR A DISTANCE OF **28.05 FEET** TO A POINT;
- **S 37°08'45" E**, FOR A DISTANCE OF **24.17 FEET** TO A POINT;
- **N 80°14'25" E**, FOR A DISTANCE OF **20.37 FEET** TO A POINT;
- **N 29°41'31" E**, FOR A DISTANCE OF **16.36 FEET** TO A POINT;
- **N 38°17'51" W**, FOR A DISTANCE OF **13.19 FEET** TO A POINT;
- **N 20°12'30" W**, FOR A DISTANCE OF **51.72 FEET** TO A POINT;
- **N 10°06'52" W**, FOR A DISTANCE OF **59.81 FEET** TO A POINT;
- **N 37°19'51" E**, FOR A DISTANCE OF **24.06 FEET** TO A POINT;
- **S 70°56'48" E**, FOR A DISTANCE OF **12.22 FEET** TO A POINT IN SAID CREEK, MARKING A NORTHEAST CORNER OF SAID STEVENER TRACT, AN ANGLE POINT IN THE WEST LINE OF SAID PARENT TRACT, AND A NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE:** CONTINUING ALONG THE CENTER OF SAID CREEK, ACROSS AND THROUGH SAID 130.86 ACRE PARENT TRACT WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR THE FOLLOWING CALLS;

- **N 54°37'07" E**, FOR A DISTANCE OF **99.01 FEET** TO A POINT;
- **N 84°06'39" E**, FOR A DISTANCE OF **69.57 FEET** TO A POINT, AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FT, BEING A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE:** ACROSS AND THROUGH SAID PARENT TRACT FOR THE FOLLOWING CALLS:

- ALONG THE ARC OF A CURVE TURNING TO THE LEFT HAVING A CENTRAL ANGLE OF **17°10'41"**, AN ARC LENGTH OF **17.99'**, A RADIUS OF 60.00', A CHORD BEARING OF **S 53°49'26" E**, AND A CHORD LENGTH OF **17.92'**;
- ALONG THE ARC OF A CURVE TURNING TO THE RIGHT HAVING A CENTRAL ANGLE OF **41°52'18"**, AN ARC LENGTH OF **18.27'**, A RADIUS OF 25.00', A CHORD BEARING OF **S 41°28'38" E**, AND A CHORD LENGTH OF **17.87'**;
- ALONG THE ARC OF A CURVE TURNING TO THE LEFT HAVING A CENTRAL ANGLE OF **27°39'07"**, AN ARC LENGTH OF **161.68'**, A RADIUS OF 335.00', A CHORD BEARING OF **S 34°22'03" E**, AND A CHORD LENGTH OF **160.11'**;
- **S 48°11'36" E**, FOR A DISTANCE OF **266.85 FEET** TO A POINT;
- **N 41°48'24" E**, FOR A DISTANCE OF **70.00 FEET** TO A POINT;
- **S 48°11'36" E**, FOR A DISTANCE OF **8.35 FEET** TO A POINT;
- ALONG THE ARC OF A CURVE TURNING TO THE LEFT HAVING A CENTRAL ANGLE OF **53°49'26"**, AN ARC LENGTH OF **39.27'**, A RADIUS OF 25.00', A CHORD BEARING OF **N 86°48'24" E**, AND A CHORD LENGTH OF **35.36'**;
- **S 48°09'29" E**, FOR A DISTANCE OF **70.00 FEET** TO A POINT;
- **S 41°50'31" W**, FOR A DISTANCE OF **139.53 FEET** TO A POINT;
- **S 48°11'53" E**, FOR A DISTANCE OF **259.20 FEET** TO A POINT;
- **N 41°46'17" E**, FOR A DISTANCE OF **81.38 FEET** TO A POINT;
- **S 48°11'36" E**, FOR A DISTANCE OF **1677.87 FEET** TO A 5/8 INCH IRON ROD FOUND ON THE OCCUPIED NORTHWEST R.O.W. LINE OF OPERSTENY LANE MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

Z:\METES AND BOUNDS\2024\24-0051\24-0051.DOC

**THENCE: S 42°19'43" W**, ALONG THE NORTHWEST R.O.W. OF SAID OPERSTENY LANE FOR A DISTANCE OF **570.02 FEET** TO **THE POINT OF BEGINNING** CONTAINING IN ALL **31.679 ACRES** AS SURVEYED ON THE GROUND UNDER MY SUPERVISION IN JUNE OF 2024.

BEARINGS ARE GRID NORTH NAD 83 TEXAS CENTRAL ZONE 4203  
DISTANCES ARE GROUND DISTANCES

R.H. BONDS     R.P.L.S. 5559  
ANDERSON, TEXAS



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Approval of expenditure journal entry for Brazos County FY 24-25, December 2024 - February 2025 cash contribution of \$42,266.42 to Specialty Court program.

TO: Commissioners Court

DATE: 03/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This expenditure journal entry is budgeted in the 2025 General Fund under County Specialty Court Programs - Contracts for Services.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">FY25 ILA CSCD Brazos County - 556300.pdf</a>	FY25 ILA Agreement	Backup Material
<a href="#">Specialty Court Invoice - 2025-002 December 2024 - February 2025.docx</a>	Specialty Court Invoice	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/11/2025

ITEM:

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TO:

Commissioners Court

DATE:

03/05/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

NOTES/EXCEPTIONS:

This expenditure journal entry is budgeted in the 2025 General Fund under County Specialty Court Programs - Contracts for Services.

**ATTACHMENTS:****File Name****Description****Type**

FY25 ILA CSCD - Brazos County -  
556300.pdf

FY25 ILA Agreement

Backup Material

Specialty Court Invoice - 2025-  
002 December 2024 -  
February 2025.docx

Specialty Court Invoice

Backup Material

**APPROVED**

Duane Peters  
County Judge

3/11/25  
Date

## **INTERLOCAL COOPERATION CONTRACT AMENDED**

1.

### **CONTRACTING PARTIES and AUTHORITY**

The Brazos County Community Supervision and Corrections Department (CSCD) and Brazos County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of the Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

County certifies that it has the authority to contract for the services agreed upon as granted in Texas Local Government Code Chapter 262 (County Purchasing Act).

CSCD certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 76.008.

2. **BACKGROUND and PURPOSE**

Due to reduced funding from the State of Texas for Specialty Courts, the County agrees to supplement the Specialty Court budget to fund Community Supervision Officers (CSO). The additional funding is supported by the benefits of continuing the Specialty Court Program which include, but are not limited to, enhanced public safety, reduced recidivism rates, reduced incarcerations, and increased productivity of Specialty Court participants.

CSCD provides supervision officers to the Brazos County Specialty Court.

3. **STATEMENT OF SERVICES TO BE PERFORMED**

CSCD will perform the following services.

- A. The CSCD will provide two supervision officers to the Brazos County Specialty Court (BCSC). The CSOs assigned to this program shall be approved by the presiding judge of the Specialty Court program.
- B. CSCD shall be solely responsible for the employment and management of the CSOs. The County will have no input into CSCD decisions with regard to management or work of CSCD personnel, although the work of the CSCD personnel assigned shall be exclusively Specialty Court Program duties.
- C. The assigned CSOs shall remain the employee of the CSCD and shall be eligible for all state benefits, incentives, merit increases, and promotions afforded to other CSCD officers and employees.
- D. The assigned CSO's salary shall be paid through the BCSC department budget and the CSOs will have caseloads that consist solely (100%) of Specialty Court participants and/or Specialty Court graduates.

**4. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS**

The amount of this funding contract will not exceed **One Hundred and Ninety-five Thousand Dollars and No Cents** (\$195,000.00). At the time of this contract the estimated amount of funding is **One Hundred and Ninety Thousand Nine Hundred Fifty Dollars and No Cents** (\$190,950.00). This amount is intended to cover the salary and benefit costs of the two CSCD Officers assigned to the Brazos County Specialty Court. The Contract funds will be paid through the BCSC budget.

**5. PAYMENT FOR SERVICES**

CSCD will submit quarterly invoices to the County. County will remit payment to CSCD approximately 30 calendar days after County's receipt of the invoice. County will only make quarterly payments for amounts actually paid to the CSCD employees assigned to the Specialty Court.

**6. TERM OF CONTRACT and AMENDMENTS**

This Contract is effective on October 1, 2024. The Contract will terminate on September 30, 2025, or upon written request of either party with 30 calendar days' written notice whichever occurs earlier. This Contract may only be amended or extended by mutual written agreement of the parties.

**7. NOTICE**

Notice given under the terms of this contract shall be sent to the following:

**Brazos County Community Supervision and Corrections Department**

Jennifer Goerig, CSCD Director

321 E. 26<sup>th</sup> Street, Suite 300

Bryan, Texas 77803

Email: [jgoerig@brazoscountytexas.gov](mailto:jgoerig@brazoscountytexas.gov)

Phone: 979-361-4429

**Brazos County**

Duane Peters, County Judge

200 S. Texas Avenue, Suite 332, Bryan, TX 77803

Email: [dpeters@brazoscountytexas.gov](mailto:dpeters@brazoscountytexas.gov)

Phone: 979-361-4101

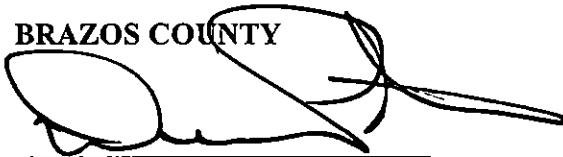
Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

## 8. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**BRAZOS COUNTY**



Duane Peters  
County Judge

**CSCD**



Jennifer Goerig  
CSCD Director

9/17/2024

Date

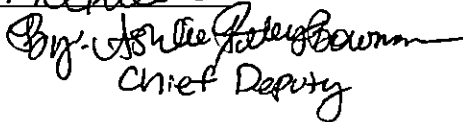
09/11/2024

Date

ATTEST:



Karen McQueen  
County Clerk

  
Chief Deputy

9/17/2024

Date



## INTERLOCAL COOPERATION CONTRACT

1.

### CONTRACTING PARTIES and AUTHORITY

The Brazos County Community Supervision and Corrections Department (CSCD) and Brazos County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of the Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

County certifies that it has the authority to contract for the services agreed upon as granted in Texas Local Government Code Chapter 262 (County Purchasing Act).

CSCD certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 76.008.

2.

### BACKGROUND and PURPOSE

Due to reduced funding from the State of Texas for Specialty Courts, the County agrees to supplement the Specialty Court budget to fund Community Supervision Officers (CSO). The additional funding is supported by the benefits of continuing the Specialty Court Program which include, but are not limited to, enhanced public safety, reduced recidivism rates, reduced incarceration, and increased productivity of Specialty Court participants.

CSCD provides supervision officers to the Brazos County Specialty Court.

3.

### STATEMENT OF SERVICES TO BE PERFORMED

CSCD will perform the following services.

- A. The CSCD will provide two supervision officers to the Brazos County Specialty Court (BCSC). The CSOs assigned to this program shall be approved by the presiding judge of the Specialty Court program.
- B. CSCD shall be solely responsible for the employment and management of the CSOs. The County will have no input into CSCD decisions with regard to management or work of CSCD personnel, although the work of the CSCD personnel assigned shall be exclusively Specialty Court Program duties.
- C. The assigned CSOs shall remain the employee of the CSCD and shall be eligible for all state benefits, incentives, merit increases, and promotions afforded to other CSCD officers and employees.
- D. The assigned CSO's salary shall be paid through the BCSC department budget and the CSOs will have caseloads that consist solely (100%) of Specialty Court participants and/or Specialty Court graduates.

**4. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS**

The amount of this funding contract will not exceed **One Hundred and Eighty-five Thousand Dollars and No Cents (\$185,000.00)**. At the time of this contract the estimated amount of funding is **One Hundred and Eighty-three Thousand Four Hundred Fifty-two Dollars and No Cents (\$183,452.00)**. This amount is intended to cover the salary and benefit costs of the two CSCD Officers assigned to the Brazos County Specialty Court. The Contract funds will be paid through the BCSC budget.

**5. PAYMENT FOR SERVICES**

CSCD will submit quarterly invoices to the County. County will remit payment to CSCD approximately 30 calendar days after County's receipt of the invoice. County will only make quarterly payments for amounts actually paid to the CSCD employees assigned to the Specialty Court.

**6. TERM OF CONTRACT and AMENDMENTS**

This Contract is effective on October 1, 2024. The Contract will terminate on September 30, 2025, or upon written request of either party with 30 calendar days' written notice whichever occurs earlier. This Contract may only be amended or extended by mutual written agreement of the parties.

**7. NOTICE**

Notice given under the terms of this contract shall be sent to the following:

**Brazos County Community Supervision and Corrections Department**  
Jennifer Goerig, CSCD Director  
321 E. 26<sup>th</sup> Street, Suite 300  
Bryan, Texas 77803  
Email: [jgoerig@brazoscountytexas.gov](mailto:jgoerig@brazoscountytexas.gov)  
Phone: 979-361-4429

**Brazos County**  
Duane Peters, County Judge  
200 S. Texas Avenue, Suite 332, Bryan, TX 77803  
Email: [dpeters@brazoscountytexas.gov](mailto:dpeters@brazoscountytexas.gov)  
Phone: 979-361-4101


Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

## 8. CERTIFICATIONS

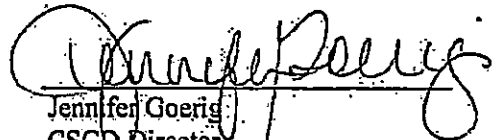
The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**BRAZOS COUNTY**

  
Duane Peters  
County Judge

**CSCD**

  
Jennifer Goerig  
CSCD Director

8/20/24  
Date

8/14/24  
Date

ATTEST:

  
Karen McQueen  
County Clerk

8/20/24  
Date



**BRAZOS COUNTY  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**

**JENNIFER GOERIG, DIRECTOR**

---

March 5, 2025

**INVOICE**

Brazos County  
Attn: Megan Mason

**Invoice Number: 2025-002**

**Invoice Description:** Actual payroll and benefits expenditures for Specialty Court - December 2024 – February 2025

**Amount due: \$42,266.42**

Please do a journal entry for the above amount to move funding revenues to the CSCD.

Please see attached documentation for payroll expenditures.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/11/2025

ITEM:

**Overpayments**

- a. Denise Ayers - \$1,325.00
- b. Sharon Denise Odwin - \$500.00
- c. Donald A Ball - \$4,918.56
- d. Dennis & Bonny Roberts - \$50.00
- e. Herman Jaco Kuhn - \$300.00
- f. James B & Sarah A Shaffer - \$95.27
- g. Alexandra M Person - \$29.21
- h. Lereta LLC - \$3,917.61

**Payment in Error**

- i. Lereta - \$2,767.45

TO:

Commissioners Court

DATE:

03/04/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**Overpayments or Erroneous Payments (Tax Code Section 31.11)**

If a taxpayer applies for a refund, the collector must determine whether the payment was erroneous or excessive. If the collector determines the payment was erroneous or excessive and the auditor agrees, the collector refunds the payment from available current tax collections or from funds appropriated for making refunds.

NOTES/EXCEPTIONS:

**Governing Body Approval (Tax Code Section 31.11(a)(1) and (a)(2))**

Certain refunds require approval from the taxing unit's governing body. If a collector collects taxes for a single taxing unit, refunds exceeding \$500 must receive approval from the taxing unit's governing body. If a collector collects taxes for more than one taxing unit, refunds exceeding \$2,500 must receive approval from the taxing unit's governing body.

As general practice the County Auditor has chosen to present all tax refunds to the Commissioner's Court , even those that do not require approval from the Court.

**ATTACHMENTS:**

**File Name**

[CC Refunds 03\\_04\\_2025 \(002\).pdf](#)

**Description**

Tax Refund Applications

**Type**

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 03/04/2025**

REQUESTOR	AYERS DENISE
ADDRESS	5907 WOODRIDGE HILL SAN ANTONIO, TX 78249
OWNER NAME	AYERS ALBERTA
PROP ID #	14330
REFUND AMOUNT	\$1325.00

REQUESTOR	ODWIN SHARON DENISE
ADDRESS	PO BOX 340266 JAMAICA NY 11434
OWNER NAME	ODWIN SHARON DENISE
PROP ID#	393617
REFUND AMOUNT	\$500.00

REQUESTOR	BALL DONALD A
ADDRESS	1713 BROADMOOR DR STE 208 BRYAN TX 77802
OWNER NAME	BALL DONALD & ANTHONY DYSON
PROP ID#	31062
REFUND AMOUNT	\$ 4918.56

REQUESTOR	ROBERTS DENNIS & BONNY
ADDRESS	2904 JENNA CT BRYAN TX 77802
OWNER NAME	ROBERTS DENNIS OR BONNY
PROP ID#	113405
REFUND AMOUNT	\$ 50.00

REQUESTOR	LERETA
ADDRESS	ATTN: REFUNDS DEPT 901 CORPORATE CENTER DR POMONA CA 91768
OWNER NAME	JULIE GOLCHUK
PROP ID#	17778
REFUND AMOUNT	\$ 2767.45

REQUESTOR	JACO KUHN HERMAN
ADDRESS	% SHELANES Family LLC 1515 EMERALD PKWY COLLEGE STATION TX 77845
OWNER NAME	SHELANES FAMILY LLC
PROP ID#	418149
REFUND AMOUNT	\$ 300.00

REQUESTOR	JAMES & SARAH SHAFFER
ADDRESS	16414 CALUMET TRL COLLEGE STATION TX 77845
OWNER NAME	JAMES & SARAH SHAFFER
PROP ID#	49611
REFUND AMOUNT	\$ 95.27

REQUESTOR	ALEXANDRA M PERSON
ADDRESS	PO BOX 5426 BRYAN TX 77805
OWNER NAME	ALEXANDRA PERSON & ERIC A ZYLMAN
PROP ID#	12764
REFUND AMOUNT	\$ 29.21

Melissa Leonard, PCAC  
Brazos County Tax Assessor/Collector  
4151 County Park Ct  
Bryan TX 77802  
979-775-9930  
979-775-9938 Fax

REQUESTOR	LERETA LLC
ADDRESS	901 CORPORATE CENTER DR POMONA CA 91768
OWNER NAME	ERICK & MARIA HERNANDEZ
PROP ID#	45090
REFUND AMOUNT	\$ 3917.61

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
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REQUESTOR	
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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 Körtén, Navasota ISD

### OWNER'S NAME AND ADDRESS

PERSON ALEXANDRA M & ERIC A ZYLMAN

PO BOX 5426

BRYAN TX 77805-5426

### PROPERTY DESCRIPTION

Legal: A003800, L MCLAUGHLIN (OCL), TRACT 16, 30.985 ACRES, SER# 12310228A, HUD# TXS0586195

Address: 2045 GOPHER LN ,

Account # 12764

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	01/30/2025	\$80.88	\$29.71

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

PERSON ALEXANDRA M

PO BOX 5426

BRYAN TX 77805-5426

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 #

979 204 9083

Date

Email Address

02-21-2025

alexiperson99@gmail.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

3/11/25



# Statement of Account

NOTICE: This is a statement of Taxes Due as of 03/04/2025 08:33:11AM based upon the tax records of the tax office.

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

## Property Information

Property ID: 12784 Geo ID: 003800-0016-0000  
Legal Acres: 30.9850  
Legal Desc: A003800, L MCLAUGHLIN (OCL), TRACT 16, 30.985 ACRES, SER# 12310228A, HUD# TXS0586195  
Situs: 2045 GOPHER LN  
DBA:  
Exemptions:

Owner ID: 522368 Ownership: 100.00%  
PERSON ALEXANDRA M & ERIC A ZYLMAN  
PO BOX 5426  
BRYAN, TX 77805-5426

## Value Information

Improvement HS: 2,625  
Improvement NHS: 0  
Land HS: 10,093  
Land NHS: 0  
Productivity Market: 302,657  
Productivity Use: 4,528  
Assessed Value 17,246

## Property is receiving Ag Use

Entity	Description	Pct	Ex Code
F4	EMG SVCS DIST #4	100.00%	
G1	BRAZOS COUNTY	100.00%	
S1	BRYAN ISD	100.00%	

## Unpaid Bills Summary

Entity	Year	Statement ID	Tax Rate	Type	Tax Due	Disc/P&I	Attorney Fees	Total Due
ZRFND	2024	150583	0.000000	MCL	-29.21	0.00	0.00	-29.21
Total for Year 2024					-29.21	0.00	0.00	-29.21
Total For All Years					-29.21	0.00	0.00	-29.21

## Total Due if Paid By 03/31/2025

-29.21

## Paid Refunds Summary

Entity	Year	Statement ID	Date Refunded	Refund Amount Paid	
Total For Year 2024					0.00
F4	2022	100315	01/10/2025	14.67	
Total For Year 2022					14.67
F4	2024	103467	01/10/2025	9.79	
Total For Year 2024					9.79
F4	2023	102065	03/03/2025	8.42	
G1	2023	102065	03/03/2025	66.26	
Total For Year 2023					74.68
G1	2024	103467	01/10/2025	58.96	
Total For Year 2024					58.96
G1	2022	100315	01/10/2025	114.44	
S1	2022	100315	01/10/2025	51.60	
Total For Year 2022					166.04
S1	2023	102065	03/03/2025	46.82	
Total For Year 2023					46.82
Total Refunds Paid				370.96	

\*\*\* End of Statement \*\*\*

NOTICE: This document is not a tax certificate and does not absolve a Taxpayer from tax liability in any way. If this document is found to be in error, it may be corrected by the Collection Office listed above. Responsibility to pay the remaining taxes rests entirely with the Taxpayer, as outlined in the Texas Property Tax Code.

# TAX RECEIPT

01/30/2025 07:16AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3440926

Date Posted 01/30/2025  
Payment Type P  
Payment Code Full  
Total Paid \$254.91

PAID BY:

PERSON ALEXANDRA MICHELLE  
PO BOX 5426  
BRYAN, TX 77805-5426

Property ID	Geo	Legal Acres	Owner Name and Address								
12764	003800-0016-0000	30.9850	PERSON ALEXANDRA M & ERIC A ZYLM PO BOX 5426 BRYAN, TX 77805-5426								
Legal Description											
A003800, L MCLAUGHLIN (OCL), TRACT 18, 30.985 ACRES, SER# 12310228A, HUD# TXS0586195											
Situs		DBA Name									
2045 GOPHER LN											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Disconts	P&I	Att Fees	Overage Amount	Pd
EMG SVCS DIST #4	2022	0.05504	15,696	100315	N	8.64	0.00	0.00	0.00	0.00	8.64
BRAZOS COUNTY	2022	0.42941	15,696	100315	N	67.40	0.00	0.00	0.00	0.00	67.40
BRYAN ISD	2022	1.13960	15,696	100315	N	178.87	0.00	0.00	0.00	0.00	178.87
											254.91

Balance Due As Of 01/30/2025: -69.83

Tender	Details	Description	Amount
Check	1376		254.91
			254.91

Operator Batch  
Imoore 55082 (01/30/2025TM)

Total Paid  
254.91

## 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**

HERNANDEZ ERICK & MARIA GUADALUPE RUIZ REYES

1807 BLUEBONNET ST

BRYAN TX 77803-1923

**PROPERTY DESCRIPTION**

Legal: DURWOOD THOMPSON, BLOCK 3, LOT 7

Address: 1807 BLUEBONNET DR ,

Account # 45090

**TAX PAYMENT INFORMATION**

Name of Taxing Unit

Tax Year of Refund

Payment Date

Amount Paid

Refund Amount Requested

ZREFUND

2024

01/27/2025

\$8545.77

\$3917.61

Taxpayer's reason for refund: OP-Overpayment

**REFUND TO:**

LERETA LLC

901 CORPORATE CENTER DR

POMONA CA 91768

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

Date

Phone #

Email Address

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

**TAX REFUND DETERMINATION**

The tax refund is: ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 91.11, Tax Code

Authorized Officer Signature

Date

# TAX RECEIPT

03/04/2025 07:58AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3437531

Date Posted 01/27/2025  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$6,545.77

## PAID BY:

LERETA, LLC  
ATTN: TAX DISBURSEMENT TEAM  
801 CORPORATE CENTER DRIVE  
POMONA, CA 91768

Property ID	Geo	Legal Acres	Owner Name and Address								
45090	610000-0003-0010	0.0000	HERNANDEZ ERICK & MARIA GUADALUP 1807 BLUEBONNET ST BRYAN, TX 77803-1923								
Legal Description											
BURWOOD THOMPSON, BLOCK 3, LOT 7											
Situs		DBA Name									
1807 BLUEBONNET DR											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
CITY OF BRYAN	2024	0.62400	232,501	60404	N	1,450.80	0.00	0.00	0.00	0.00	1,450.80
BRAZOS COUNTY	2024	0.41970	232,501	60404	N	975.81	0.00	0.00	0.00	0.00	975.81
BRYAN ISD	2024	0.94690	232,501	60404	N	2,201.55	0.00	0.00	0.00	0.00	2,201.55
Z REFUND ENTITY	2024	0.00000	0	150567	N	3,917.61	0.00	0.00	0.00	0.00	3,917.61
											6,545.77

Balance Due As Of 01/27/2025: 3,917.61

Tender	Details	Description	Amount
Check	FILE		8545.77
			6545.77

Operator Batch  
moore 54980 (Lereta#7\_Accumatch\_MTG Payment File\_01272025)

Total Paid  
6,545.77

## 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

AYERS ALBERTA  
% AYERS THOMAS R  
6833 MENSIEK RD  
BRYAN TX 77808-8565

### PROPERTY DESCRIPTION

Legal: A006000, JAMES D ALLCORN, TRACT 30, 100. ACRES  
Address: BROACH RD ,  
Account # 14330

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	01/30/2025	\$1325.00	\$1325.00

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

AYERS DENISE  
5907 WOODRIDGE HILL  
SAN ANTONIO TX 78249

Sign below and return form to the Brazos County Tax Office.  
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

210.865.7028

Phone #

Date

Email Address

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

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

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

Authorized Officer Signature

Date

# TAX RECEIPT

02/04/2025 02:30PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3445383

Date Posted 01/30/2025  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$1,325.00

PAID BY:

AYERS DENISE

Property ID	Geo	Legal Acres	Owner Name and Address								
14330	006000-0030-0000	100.0000	AYERS ALBERTA % AYERS THOMAS R 6833 MENSIK RD BRYAN, TX 77808-8565								
Legal Description											
A006000, JAMES O ALLCORN, TRACT 3D, 100. ACRES											
Situs	DBA Name										
BROACH RD .											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage Amount Pd	
Z REFUND ENTITY	2024	0.00000	0	150609	N	1,325.00	0.00	0.00	0.00	0.00	1,325.00
Balance Due As Of 01/30/2025: -1325.00											

Tender	Details	Description	Amount
Credit Card	CC XX-2501 Conv.Charge 0.00		1325.00
			1325.00

Operator Batch  
Unora 55181 (PMT Internet CC 01312025)

Total Paid  
1,325.00

## 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

ODWIN SHARON DENISE  
PO BOX 340266  
JAMAICA NY 11434-0266

### PROPERTY DESCRIPTION

Legal: HENSARLING ADDN, BLOCK 7, LOT 3  
Address: 910 W MARTIN LUTHER KING JR ST,  
Account #: 293617

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
REFUND	2024	11/06/2025	\$500.00	\$500.00

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

ODWIN SHARON DENISE  
PO BOX 340266  
JAMAICA NY 11434-0266

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."

Sharon Denise Odwin  
Signature  
347.564.8995  
Phone #

February 27, 2025  
Date  
odwinsharon@gmail  
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

Authorized Officer of taxing unit for refund applications over amount required under Section 91.11 Tax Code

Authorized Officer Signature

Date

# TAX RECEIPT

02/25/2025 11:50AM

\*\* DUPLICATE \*\*

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number	
3450057	
Date Posted	11/08/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$500.00

PAID BY:

ODWIN SHARON

Property ID	Geo	Legal Acres	Owner Name and Address							
393617	319300-0007-0030	0.0000	ODWIN SHARON DENISE PO BOX 340266 JAMAICA, NY 11434-0266							
Legal Description										
HENSARUNG ADDN, BLOCK 7, LOT 3										
Situs	DBA Name									
910 W MARTIN LUTHER KING JR ST										
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Dischts	P&I	Att Fees	Overage Amount Pd
Z REFUND ENTITY	2024	0.00000	0	160699	N	500.00	0.00	0.00	0.00	500.00

Balance Due As Of 11/08/2024: -500.00

Tender	Details	Description	Amount
Credit Card	CC JCK-2411 Comm. Charge 0.00		500.00
			500.00

Operator	Batch	Total Paid
ahines	55541 (Correction Batch_Odwin_02252025_and)	500.00



## 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

BALL DONALD A & ANTHONY M DYSON

1713 BROADMOOR DR

STE 208

BRYAN TX 77802-5239

### PROPERTY DESCRIPTION

Legal: LAKE VIEW ACRES, LOT 7A REPLAT (LESS 215' OF), ACRES 5.94

Address: 2314 HARVEY MITCHELL PKY S ,

Account # 31062

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	01/31/2025	\$19674.24	\$4918.56

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

BALL DONALD A

1713 BROADMOOR DR

STE 208

BRYAN TX 77802-5239

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."

Donald A Ball  
Signature

(979) 774-5522  
Phone #

02/21/25  
Date

don@kovak.co  
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

3/11/25  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

02/14/2025 01:25PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3449450

Date Posted 01/31/2025  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$19,674.24

## PAID BY:

BALL DONALD A  
1713 BROADMOOR DR STE 208  
BRYAN, TX 77802-5220

Property ID 31062	Geo 379500-0000-0070	Legal Acres 5.9400	Owner Name and Address BALL DONALD A & ANTHONY M DYSON 1713 BROADMOOR DR STE 208 BRYAN, TX 77802-5239									
Legal Description LAKE VIEW ACRES, LOT 7A REPLAT (LESS 216' OF), ACRES 5.94												
Situs 2314 HARVEY MITCHELL PKY S			DBA Name									
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Z REFUND ENTITY	2024	0.00000	0	150683	N	4,918.56	0.00	0.00	0.00	0.00	4,918.56	
BRAZOS COUNTY	2024	0.41970	1,032,397	8079	N	3,249.73	0.00	0.00	0.00	0.00	3,249.73	
CITY OF COLL												
STAT.	2024	0.51308	1,032,397	8079	N	3,972.81	0.00	0.00	0.00	0.00	3,972.81	
COLLEGE STATION												
ISD	2024	0.97290	1,032,397	8079	N	7,533.14	0.00	0.00	0.00	0.00	7,533.14	
											19,674.24	
Balance Due As Of 01/31/2025: -4918.56												

Tender	Details	Description	Amount
Check	1600		19674.24
			19674.24

Operator Batch  
tmoore 55382 (02/14/2025TM)

Total Paid  
19,674.24

# 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

ROBERTS DENNIS & BONNY

2904 JENNA CT

BRYAN TX 77802-1735

## PROPERTY DESCRIPTION

Legal: ALLEN PARK PH 3, BLOCK 6, LOT 3

Address: 2904 JENNA CT ,

Account # 113405

## TAX PAYMENT INFORMATION

Name of Taxing Unit

ZREFUND

Tax Year of Refund

2024

Payment Date

01/30/2025

Amount Paid

\$879.74

Refund Amount Requested

\$50.00

Taxpayer's reason for refund: OP-Overpayment

## REFUND TO:

ROBERTS DENNIS & BONNY

2904 JENNA CT

BRYAN TX 77802-1735

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."

Bonny Roberts

Signature

916 425-9269

Phone #

2-24-25

Date

bonnytwo22@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

3/11/25

Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

01/30/2025 08:11AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3441006

Date Posted 01/30/2025  
Payment Type P  
Payment Code  
Total Paid Over/Refund \$879.74

## PAID BY:

ROBERTS DENNIS & BONNY  
2904 JENNA CT  
BRYAN, TX 77802-1735

Property ID	Geo	Legal Acres	Owner Name and Address								
113405	109400-0306-0030	0.0000	ROBERTS DENNIS & BONNY 2904 JENNA CT BRYAN, TX 77802-1735								
Legal Description											
ALLEN PARK PH 3, BLOCK 6, LOT 3											
Situs	DBA Name										
2904 JENNA CT											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150684	N	50.00	0.00	0.00	0.00	0.00	50.00
BRAZOS COUNTY	2024	0.41970	171,971	112399	N	192.58	0.00	0.00	0.00	0.00	192.58
CITY OF BRYAN	2024	0.62400	231,871	112399	N	637.16	0.00	0.00	0.00	0.00	637.16
											879.74
Balance Due As Of 01/30/2025: -50.00											

Tender	Details	Description	Amount
Check	109		879.74
			879.74

Operator Batch  
tmore 55052 (01/30/2025TM)

Total Paid  
879.74

## 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**

GOLCHUK JULIE

1003 EMERALD DOVE AVE

COLLEGE STATION TX 77845-6163

**PROPERTY DESCRIPTION**

Legal: BEASON, BLOCK 5, LOT 6

Address: 1904 MILLER AVE ,

Account # 17778

**TAX PAYMENT INFORMATION**

Name of Taxing Unit

ZREFUND

Tax Year of Refund

2023

Payment Date

12/31/2023

Amount Paid

\$2767.45

Refund Amount Requested

\$2767.45

Taxpayer's reason for refund: PAYMENT IN ERROR

**REFUND TO:**

LERETA

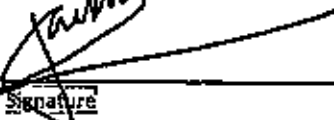
ATTN: REFUNDS DEPT

901 CORPORATE CENTER DR

POMONA, CA 91768

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

760-273-1982

Phone #

03/03/2025

Date

JLizen-lc@lereta.com

Email Address

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

**TAX REFUND DETERMINATION**

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

3/11/25

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

Authorized Officer Signature

Date

**Laura J. Emerson**

---

**From:** Lizen, Jackson <JLizen-lc@lereta.com>  
**Sent:** Friday, February 28, 2025 8:24 PM  
**To:** Tax Office  
**Subject:** RE: Contract : 87126695 ( Parcel : 17778)

---

**Brazos County Disclaimer**

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

---

Dear tax collector,

We have paid \$ 2767.45 to an incorrect parcel # 17778 regarding 2023 taxes which we don't service,  
So kindly assist in refunding back to Lereta and do the needful.

Thanks and regards

**LERETA**

**Jackson Lizen**  
TAX CR - Tax Cust Service  
O: 760-273-1982  
[JLizen-lc@lereta.com](mailto:JLizen-lc@lereta.com)  
[www.LERETA.com](http://www.LERETA.com)



# TAX RECEIPT

03/03/2025 10:12AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3315724

Date Posted 12/31/2023  
Payment Type P  
Payment Code Full  
Total Paid \$2,767.45

## PAID BY:

LERETA, LLC  
ATTN: TAX DISBURSEMENT TEAM  
901 CORPORATE CENTER DRIVE  
POMONA, CA 91768

Property ID	Geo	Legal Acres	Owner Name and Address								
17778	133000-0005-0060	0.0000	GOLCHUK JULIE & LORI CHARANZA								
Legal Description			5040 DRAKE DR								
BEASON, BLOCK 5, LOT 6			COLLEGE STATION, TX 77845-7116								
Situs			DBA Name								
1904 MILLER AVE											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRAZOS COUNTY	2023	0.40670	139,565	51174	N	571.80	0.00	0.00	0.00	0.00	571.80
BRYAN ISD	2023	0.84920	139,565	51174	N	1,324.76	0.00	0.00	0.00	0.00	1,324.76
CITY OF BRYAN	2023	0.02400	139,565	51174	N	870.89	0.00	0.00	0.00	0.00	870.89
											2,767.45
Balance Due As Of 12/31/2023: .00											

Tender	Details	Description	Amount
Check	0000601256		2767.45
			2767.45

Operator Batch  
ahines 49211 (Lereta\_MTG Payment File\_01022024\_ahh)

Total Paid  
2,767.45

## APPLICATION FOR TAX REFUND

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

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

### OWNER'S NAME AND ADDRESS

SHELANES FAMILY LLC  
1515 EMERALD PKWY  
COLLEGE STATION TX 77845-5551

### PROPERTY DESCRIPTION

Legal: MISSION RANCH PH 301, BLOCK 17, LOT 24  
Address: 3709 COOPER CT ,  
Account # 418149

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	22024	01/29/2025	\$3900.00	\$300.00

**Taxpayer's reason for refund:** OP-Overpayment

### REFUND TO:

HERMAN JACO KUHN  
% SHELANES FAMILY LLC  
1515 EMERALD PKWY  
COLLEGE STATION TX 77845-5551

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

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

Signature

Phone #

Date

Email Address

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

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

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

Authorized Officer Signature

Date



# TAX RECEIPT

03/03/2025 01:34PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3442721

Date Posted 01/28/2025  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$3,900.00

## PAID BY:

HERMAN JACO KUHN  
% SHELANES FAMILY LLC  
1515 EMERALD PKWY  
COLLEGE STATIO, TX 77845

Property ID	Geo	Legal Acres	Owner Name and Address								
418149	419600-0317-0240	0.0000	SHELANES FAMILY LLC 1515 EMERALD PKWY COLLEGE STATION, TX 77845-5551								
Legal Description											
MISSION RANCH PH 301, BLOCK 17, LOT 24											
Situs		DBA Name									
3709 COOPER CT ,											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Disconts	P&f	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150599	N	300.00	0.00	0.00	0.00	0.00	300.00
BRAZOS COUNTY	2024	0.41970	1,524,114	121220	N	792.85	0.00	0.00	0.00	0.00	792.85
CITY OF COLL											
STAT:	2024	0.51309	1,524,114	121220	N	969.26	0.00	0.00	0.00	0.00	969.26
COLLEGE STATION											
ISD	2024	0.87290	1,524,114	121220	N	1,837.89	0.00	0.00	0.00	0.00	1,837.89
											3,900.00
Balance Due As Of 01/28/2025: -300.00											
Tender		Details				Description				Amount	
Credit Card		CC XX-2501 Conv.Charge 0.00								3900.00	
										3900.00	

Operator Batch  
tmoore 55119 (PMT Internet CC 01282025)

Total Paid  
3,900.00

## 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

SHAFFER JAMES B & SARAH A

16414 CALUMET TRL

COLLEGE STATION TX 77845-2349

### PROPERTY DESCRIPTION

Legal: WOODLAKE PH 1, LOT 77, ACRES 7.3

Address: 16414 CALUMET TRAIL ,

Account # 49611

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	02/19/2025	\$116.67	\$95.27

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

SHAFFER JAMES B & SARAH A

16414 CALUMET TRL

COLLEGE STATION TX 77845-2349

FYI

Phone # (979) 393-3611

Email: shafferjb@verizon.net

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."

James B. Shaffer  
Signature

323  
979-393-3611

Phone #

Date

02/27/25  
SHAFFERJB@VERIZON.NET  
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

Date

3/11/25

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

02/19/2025 02:27PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3449718

Date Posted 02/19/2025  
Payment Type P  
Payment Code  
Total Paid Over/Refund \$116.67

PAID BY:

SHAFFER JAMES B & SARAH A  
16414 CALUMET TRL  
COLLEGE STATION, TX 77845-2349

Property ID	Geo	Legal Acres	Owner Name and Address								
49611	670200-0100-0770	7.3000	SHAFFER JAMES B & SARAH A 16414 CALUMET TRL COLLEGE STATION, TX 77845-2349								
Legal Description											
WOODLAKE PH 1, LOT 77, ACRES 7.3											
Situs	DBA Name										
16414 CALUMET TRAIL											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY COLLEGE STATION	2024	0.00000	0	150681	N	95.27	0.00	0.00	0.00	0.00	95.27
ISD	2024	0.97280	550,337	120851	N	1.60	0.00	0.11	0.00	0.00	1.71
EMG SVCS DIST #1	2024	0.05135	674,337	120851	N	5.01	0.00	0.36	0.00	0.00	5.37
BRAZOS COUNTY	2024	0.41870	589,337	120851	N	13.39	0.00	0.83	0.00	0.00	14.32
											116.67

Balance Due As Of 02/19/2025: -95.27

Tender	Details	Description	Amount
Check	3498		116.67
			116.67

Operator Batch  
Uncore 55447 (02/19/2025TMM)

Total Paid  
116.67



**ATTACHMENTS:**

## Budget Amendment

**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR**

**NO. 24/25 21.01 – 21.03**

On this the 11<sup>th</sup> day of March 2025 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Bentley Nettles, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Fred Brown, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

**THAT WHEREAS**, on the 11<sup>th</sup> day of March 2025 the Court heard and approved a budget amendment(s) for the 2024-2025 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 11<sup>th</sup> day of March 2025.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

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



Duane Peters, County Judge

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

## 3/11/2025

[illegible]

### General Fund

**Reallocation of funds to the correct account to purchase a chair and desktop scanner for Fleet Shop - Light Equipment.**

Date: \_\_\_\_\_ SAM  
3/5/2025

County Judge Approval:  Date: 3/11/25

[illegible]



**BRAZOS COUNTY**  
**REQUEST FOR BUDGET AMENDMENT**

Budget  
Amendment  
Number

Budget Amendment Number

21.01

Agenda Date

3/11/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

FLEET MAINTENANCE

Requester's Name

Dwayne E. Holloway

Fleet

Fleet Maintenance Type

Maintenance

Type

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11100000 Fleet Shop - Light Eq

To: Division Name

DECREASE EXPENDITURE(S):

65150000 Computer Maintenance

From: Account Number

From: Amount

\$ 2,500.00

AMOUNT OF DECREASE

Total

\$ 2,500.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11100000 Fleet Shop - Light Eq

To: Division Name

INCREASE EXPENDITURE(S):

60360000 Furniture Expense

To: Account Number

To: Amount

\$ 1,000.00

AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11100000 Fleet Shop - Light Eq

To: Division Name

INCREASE EXPENDITURE(S):

60500000 Equipment & I.T. Enh

To: Account Number

To: Amount

\$ 1,500.00

AMOUNT OF INCREASE

Total

\$ 2,500.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

**Explanation**

Explanation to reclassify budget to proper accounts:

Move money from Computer Maintenance to Furniture Expense to purchase a chair for front desk Resource Specialist at Light Fleet.

Also from Computer Maintenance to Equipment & I.T. to purchase a desktop scanner.

**File and Documentation**

File Upload

Upload

Signature

Initiator

*Dwight Holloway*

Department (?)

FLEET MAINTENANCE(Light)

Signature

Elected Official/Dept Head

*Ken Chadwick*

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

*Spencer O'May*

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



3/11/2025

<b>General Fund</b>
Reallocation of funds to the correct account to add additional razor wire to the existing detention recreation yard fence.

  
County Judge Approval \_\_\_\_\_ Date 3/11/25

[illegible]



**BRAZOS COUNTY**  
**REQUEST FOR BUDGET AMENDMENT**

Budget  
Amendment  
Number

Budget Amendment Number

21.02

Agenda Date

3/11/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

JUVENILE SERVICES

Requestor's Name

Stacey Kasberg

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

31000100 Juvenile Services - Ac

From: Division Name

DECREASE EXPENDITURE(S):

72670000 Psychological Service

From: Account Number

From: Amount

\$

9,645.77

AMOUNT OF DECREASE

Total

\$ 9,645.77

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

31000220 Juvenile Services - Dr

To: Division Name

INCREASE EXPENDITURE(S):

65400000 Grounds Maintenance

To: Account Number

To: Amount

\$

9,645.77

AMOUNT OF INCREASE

Total

\$ 9,645.77

TOTAL AMOUNT OF INCREASE

**TO EXPLANATION AND SIGNATURE**

Explanation

Explanation to reclassify budget to proper accounts:

This is to add additional razor wire to the existing detention rec yard fence

File and Documentation

File Upload

Upload

Foster Fence Quote Brazos County Juvenile Detention Revised.pdf

794.26KB

Signature

Initiator

*Stacey Kistberg*

Department (?)

JUVENILE SERVICES

Signature

Elected Official/Dept Head

*Linda Robertson*

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

*Spencer O'Hagan*

Budget Officer Comments

CC Approval Grade Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



**Quote:** 3AR31JAN25

**To:** Brazos County

**Attention:** Bob Lampkin

**Project:** Security Upgrades

**Date:** 01/31/2025

**Buy Board - 657-21**

**Foster Fence will provide the following:**

- Install 60' of 24" SS/SS razor ribbon above omega fence.
- Install "Y" barbed wire arms to fence post between building with barbed wire and two rows of razor ribbon.
- Add 16" anti cut anti climb fence panel above gate to cover top of gate.
- All equipment needed to perform project safely is included.

**Total - \$9,645.77\* - Tax not included**

**Alternate**

Install 440' of 2nd. row razor ribbon ribbon to existing structure roof around court yard. -  
\$27,920.37\* Tax not included

**\*Quotes are good for 30 days**

**Estimator:** Alan Ratjen - 832-763-2812 - [aratjen@fosterfence.com](mailto:aratjen@fosterfence.com)

**Members of:** Avetta, ISNetworld, Houston Area Safety Council and C3 Accredited

**Exclusions - unless specifically included in quote:**

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(281) 456-7273  
(281) 456-0221 Fax

FOSTER FENCE LTD  
P.O. BOX 96116  
Houston, TX 77213

[www.fosterfence.com](http://www.fosterfence.com)  
[info@fosterfence.com](mailto:info@fosterfence.com)



- \* Work to be performed during standard business hours, 7am-5pm Monday through Friday. Any work that needs to be performed after hours or on the weekend will come at an added cost and will need to be quoted accordingly.
- \* Demolition, clearing & grubbing, spoil removal
- \* Electrical work, access controls, and conduits
- \* Fence and controls grounding.
- \* Engineered drawings and Building Information Modeling (BIM)
- \* Fence or fire department permitting.
- \* Property surveying and site layout. The final location of the fence installation is to be verified with the customer/agent and Foster Fence staff before starting the installation.
- \* Tree protection, silt fence, temporary fence.
- \* Hand digging, hydro-excavation, core drilling, rock drilling, probing.
- \* Concrete & asphalt breaks.
- \* Signage, bollards, concrete mow strip.
- \* Painting, staining, galvanizing after fabrication.
- \* Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- \* OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
- \* Remobilizations, down time, standby time.
- \* OCIP, CCIP, Builders Risk, Payment and Performance Bonds

#### **Commercial Conditions**

- \* All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- \* Lead times are projected after submittals are approved.
- \* Terms - Net 30, unless otherwise expressly negotiated
- \* All standby/down time in excess of 30 minutes will be billed at a rate of \$400 per hour.
- \* Restocking fee for standard stock materials 25%, non-stock materials 100%
- \* Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

**CUSTOMER SIGNATURE**

**DATE**

---

(281) 456-7273  
(281) 456-0221 Fax

FOSTER FENCE LTD  
P.O. BOX 96116  
Houston, TX 77213

[www.fosterfence.com](http://www.fosterfence.com)  
[info@fosterfence.com](mailto:info@fosterfence.com)

## 3/11/2025

[illegible]

## 2020 Certificates of Obligation

**Reallocation of funds to the correct account for CIP 25-269 Leonard Road Stabilization Project.**

Date: 3/6/2025 NNP

County Judge Approval 3/11/2025 Date

[illegible]



**BRAZOS COUNTY**  
**REQUEST FOR BUDGET AMENDMENT**

Budget  
Amendment  
Number

Budget Amendment Number

21.03

Agenda Date

3/11/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S)

43200 2020 Certificates of Oblig.

From: Fund Number

DECREASE EXPENDITURE(S)

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S)

81130000 Contingency

From: Account Number

From: Amount

\$

1,015,143.00

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S)

43200 2020 Certificates of Oblig.

From: Fund Number

DECREASE EXPENDITURE(S)

63432020 R&B Renovations

From: Division Name

DECREASE EXPENDITURE(S)

80101000 Building Improvement

From: Account Number

From: Amount

\$

347,385.50

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S)

43200 2020 Certificates of Oblig.

From: Fund Number

DECREASE EXPENDITURE(S)

63432100 Jail Kitchen Expansion

From: Division Name

DECREASE EXPENDITURE(S)

80101008 Building Renovation

From: Account Number

From: Amount

\$

279,515.00

AMOUNT OF DECREASE

Total

\$ 1,642,043.50

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S)

43200 2020 Certificates of Oblig.

To: Fund Number

INCREASE EXPENDITURE(S)

63432600 Road Reconstruction

To: Division Name

INCREASE EXPENDITURE(S)

80715000 Roads - Capital

For: Account Number

To: Amount

\$

1,642,043.50

AMOUNT OF INCREASE

Total

\$ 1,642,043.50

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts

Reallocation of funds to the correct for CIP 25-269 Leonard Road Stabilization Project

File and Documentation

File Upload

Upload

Signature

Initiator

*Nina Payne*

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

*Nina Payne*

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

*Nina Payne*

Budget Officer Comments

CC Approval Grade Posted

Completion Date

Sign

Date will be captured on form submission

Comments

Commissioners Court Decision Comments





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: 

- Approval of Personnel Change of Status

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Employment and Separations- public view.pdf</a>	Cover Sheet	Cover Memo

# Personnel Change of Status

( Mar 6, 2025 )

Commissioners' Court Date: 03-11-2025  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on Change

## Employment

Department Name	Employee Name
County Court at Law #2 - Administration	Cooksey, Christina
District Clerk - Administration	Alexander, Jeri

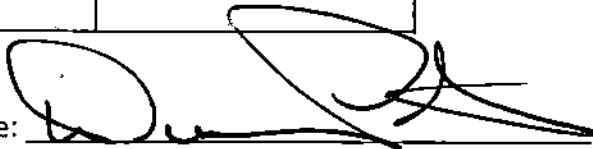
## Separations

Department Name	Employee Name
District Clerk Records Management Fund	Jacobus, Elliana
Juvenile Services - Detention	Alegun, Aiboje
Juvenile Services - Detention	Gooden, Shatner
Juvenile Services - Detention	Williams, Devita*
Metropolitan Planning - Administration	Lomax, Timothy
Sheriff Office - Jail Administration	Burns, Precious

## Personnel Action Forms

Department Name	Employee Name
Human Resources	Doucet, Paula
Human Resources	Gregg, Lauren
Human Resources	Sibert, Jonathan
Juvenile Services - Detention	Huerta, Leslie
Road & Bridge	Meadors, Ronald
Road & Bridge	Naranjo, Robert
Road & Bridge	Rico-Sanchez, Jerardo
Road & Bridge	Smith, Carlton
Road & Bridge	Talley, John

Approved in Commissioners' Court:  
County Judge's or Commissioner's Signature:





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Approval of Payment of Claims:

- a. 8208358 - 8208484
- b. 9203691 - 9203751

TO: Commissioners Court

DATE: 02/18/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Bill\\_List-Public\\_03.11.25.pdf](#)

**Description**

Bill List - Public

**Type**

Cover Memo

**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/11/2025

ITEM:

Approval of Payment of Claims:

- a. 8208358 - 8208484
- b. 9203691 - 9203751

TO:

Commissioners Court

DATE:

02/18/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:****File Name****Description****Type**Bill\_List-Public\_03.11.25.pdf

Bill List - Public

Cover Memo

Bill\_List-Internal\_03.11.25.pdf

Bill List - Internal

Cover Memo

ATTEST: Karen McQueen  
KAREN MCQUEEN  
COUNTY CLERK

**APPROVED**

Duane Peters 3/11/25  
Duane Peters Date  
County Judge

# Bill List Commissioners Court

Time run: 3/7/2025 11:27:28 AM

Account	Account Description	Supplier Number	Party Name	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*****		ADV000299831240	2,234.08
			Ashle*****is		TRVL000299820888	(417.70)
			Samue*****		TRVL000301902428	(773.15)
			Star *****n		TRVL000299826048	(918.50)
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		2024526	219.60
01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	102537	Plate*****fe Management - Refund		19424	150.00
01000-00000000-37013100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 3-No Value-No Value-No Value	21268	Brazo*****		22-03222-CRM-CCL2 0225	413.00
01000-00000000-37200000-00000-0000-000000	General Fund-No Value-Deferred Revenue \- Collections-No Value-No Value-No Value	102520	Salle*****		19-03731	40.00
01000-00000000-37214000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \-Juvenile Probation Restitution-No Value-No Value-No Value	100008	Bryan*****nt - Restitution		19524	40.00
01000-10002000-61235000-00000-0000-000000	General Fund-Veteran Services-Donations \- Other-No Value-No Value-No Value	103159	Sherr*****tate LLC- Refund		2025 Vet Fair	3,000.00
01000-10002000-61500000-00000-0000-000000	General Fund-Veteran Services-Printing-No Value-No Value-No Value	103159	Sherr*****tate LLC- Refund		2025 Vet Fair	9.40
		1229	Alpha*****	250002479	68798	60.00
01000-10002000-61801000-00000-0000-000000	General Fund-Veteran Services-Travel-No Value-No Value-No Value	Employee	Benja*****		TRVL000297340503	684.84
01000-11000100-61110000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	96898	Texas*****tension Service	250002550	032025-1st Installment	1,600.00
01000-11000100-61801000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Travel-No Value-No Value-No Value	Employee	Adria*****es		TRVL000300574943	460.28
01000-11000500-60620000-00000-0000-000000	General Fund-Non\ -Departmental-Postage & Shipping-No Value-No Value-No Value	1055	FedEx*****	250001240	8-790-27976	85.27
01000-11000500-61740000-00000-0000-000000	General Fund-Non\ -Departmental-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	2,203.40
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000591	2016114 0225	63.41
				250000592	2016112 0225	7,929.21
				250000596	2016113 0225	102.50
01000-11000500-71025000-00000-0000-000000	General Fund-Non\ -Departmental-Contract Services-No Value-No Value-No Value	97251	Texas*****	250000379	R042627	456.25
01000-11002000-73590000-00000-0000-000000	General Fund-Community Support-911 Emergency System-No Value-No Value-No Value	5502	Brazo*****cy Communication District	250000293	2025-03	117,268.67

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Costs-No Value-No Value-No Value	91994	Words*****		25003	9,361.00
01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	100000	Law O*****Andreski, PC		2500417	650.00
		101451	Navar*****rney at Law		2403059	650.00
		102584	The M*****		2200477	650.00
		802205	Cune,*****		2303908	650.00
		95315	Law O*****Maltsberger		2202347	650.00
					2303512	817.50
01000-11010000-72201100-00000-1104-000000	General Fund-Court Support \- Criminal-Investigator Fees \- CCL #1-No Value-Adult Misdemeanor-No Value	95315	Law O*****Maltsberger		2303512	972.33
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	91346	Flani*****d		2401705	650.00
					2404440	650.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	102621	Law O*****Medina PLLC		013-J-25 22825	330.00
					116-J-24 22825	2,150.00
		801423	Davis*****		222-J-24 22825 150	150.00
					330-J-24 22825 95	95.00
					46-J-25 22825 55	55.00
		802239	Gimbe*****		393-J-23 3425	150.00
		95315	Law O*****Maltsberger		387-J-24 22825 800	800.00
		96520	Thoma*****		007-J-2025 3425 150	150.00
					071-J-2025 22825 150	150.00
					101-J-2022 22825 2025	2,025.00
					129-J-2023 22825 800	800.00
					314-J-2024 3325 450	450.00
					380-J-2024 3325 500	500.00
		97200	Barto*****		219-J-24 22425	800.00
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		2404399	1,750.00
		91346	Flani*****d		1901513**	1,000.00
					2404102	1,000.00
		95315	Law O*****Maltsberger		2301613	1,000.00
					2302189	17,505.00
01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	95315	Law O*****Maltsberger		1902291	249.00
					2300248	248.00
					2301614	253.00
01000-11010000-72205100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th-No Value-Adult Felony-No Value	95315	Law O*****Maltsberger		2302189	743.20
01000-11010000-72205300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Felony-No Value	802183	Greav*****		2102149 22625	6,330.00
					2102150 22625	5,000.00
		95315	Law O*****Maltsberger		2302189	63.80

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	102106	The G*****P		2400150	110.00
					2400151	109.00
					2400153	108.00
		102455	Law O*****mit		1901893	1,750.00
		800568	Lewis*****y		2403161	1,000.00
					2404760	1,000.00
		95315	Law O*****Maltsberger		2003832	499.00
					2202933	501.00
		95611	Law O*****helps, PC, The		2304169	501.00
					2304170	500.00
					2304173	499.00
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor- No Value	102106	The G*****P		2302585	111.00
					2304520	112.00
					2304716	499.00
					2304717	125.00
					2404002	501.00
					2404003	500.00
		800568	Lewis*****y		2403774	400.00
					2403781	325.00
		95315	Law O*****Maltsberger		1904176	269.00
					2001532	265.00
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		2100163	266.00
					2303357	300.00
		800687	Shime*****		2402789	1,000.00
					2500620	1,000.00
					2500621	825.00
					2400351	1,750.00
					2202067	1,000.00
					2403417	1,000.00
					2201501**	400.00
					2402942	1,000.00
		91624	James*****gelhauer & Ask		2304494	1,001.00
					2500103	999.00
		92302	Turnb*****PLLC		2500060	1,000.00
		96520	Thoma*****		2402788	1,800.00
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	801423	Davis*****		2500325	650.00
		801811	Granb*****		2100307	650.00
		802239	Gimbe*****		2400978	269.00
					2400979	266.00
					2403496	265.00
		91346	Flanj*****d		2200866*	201.00
					2200874*	199.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	91346	Flanj*****d		2402835	650.00
		91624	James*****gelhauer & Ask		2102408	207.00
					2303700	210.00
					2401706	208.00
		95315	Law O*****Maltsberger		2100163	0.00
		96520	Thoma*****		2401739	600.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	92425	Zaval*****		24/0302	498.40
					25-0301	498.40
					25-0303	350.00
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	92512	Sam H*****iversity		21310	600.00
					21311	550.00
01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	21052	Travi*****		3300009294	3,891.00
					3300009300	3,891.00
					3300009303	11,673.00
		90303	Hilli*****		9212	500.00
01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	91765	Camer*****		February2025	6,300.00
		92749	Victo*****		21132025	28,000.00
		96757	Rite *****		l-42922	9,145.00
		97342	TCSI *****		19726	8,265.88
					19727	8,265.88
					19728	8,265.88
					19729	2,656.89
					19730	8,265.88
					19731	8,265.88
01000-11020000-72191000-00000-0000-000000	General Fund-Court Support \- Civil-Cluster Court Support-No Value-No Value-No Value	19997	Foste*****		3560	1,900.00
01000-11020000-72204000-00000-1100-000000	General Fund-Court Support \- Civil-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	95315	Law O*****Maltsberger		387-J-24 22825 800	0.00
01000-11022720-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101623	Buck *****		24003138 22625 630	630.00
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101281	McKer*****		22000833 3525 480	480.00
01000-11023610-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Custodial Parents-No Value	101964	Angel*****LLC		24000967 22825 67250	672.50
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	101964	Angel*****LLC		23001106 3525 250	250.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-	101281	McKer*****		24001913 22625 250	250.00
					24001913 22625 60	60.00



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	101623	Buck *****		24003652 22625 480	480.00
		101964	Angel*****LLC		24003040 3525 161250	1,612.50
		102621	Law O*****Medina PLLC		24003568 22625 220	220.00
		96841	Cline*****		24001550 22625 60	60.00
					24001661 22625 190	190.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101072	Hardy*****		23003280 3525 580	580.00
		101281	McKer*****		24003652 22625 940	940.00
		101623	Buck *****		24003551 22625 390	390.00
		102621	Law O*****Medina PLLC		24000968 22625 150	150.00
					24001551 22625 80	80.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	101281	McKer*****		22000833 3525 480	0.00
					24001550 22625 110	110.00
					24001550 22625 70	70.00
					24001661 22625 160	160.00
					24001661 22625 80	80.00
					24003551 22625 1270	1,270.00
					24003551 22625 200	200.00
		101964	Angel*****LLC		23003142 3525 690	690.00
					23003335 3525 240	240.00
					24000768 3525 400	400.00
					24001382 22825 48250	482.50
					24001484 22825 95183	951.83
					24001484 22825 98005	980.05
					24001789 22825101118	1,011.18
					24002195 22825 142250	1,422.50
					24002195 22825 65250	652.50
		102621	Law O*****Medina PLLC		24001955 22625 40	40.00
		96841	Cline*****		24001343 22625 90	90.00
01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	101281	McKer*****		23001459 21825 120	120.00
01000-11030000-72201000-00000-0000-000000	General Fund-Court Support \- Mental Health-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	801423	Davis*****		10405-M	1,750.00
01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	95939	Law O*****S Charles PLLC		792-G	17,233.02
01000-11050000-72201300-00000-0000-000000	General Fund-Court Support \- Guardianship-Other Litigation Expenses \- CCL#1-No Value-No Value-No Value	95939	Law O*****S Charles PLLC		792-G	905.53
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle	21268	Brazo*****	250000013	A57139-25	7.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	21268	Brazo*****	250000013	027094-25	7.50
		3354	O'Rei*****	250002055	2016-309035	240.50
					2016-309270	202.94
					2016-309386	136.89
					2016-309587	26.20
					2016-309635	19.71
					2016-309734	129.99
					2016-309779	33.29
					2016-310799	63.45
					2016-310857	65.70
					2016-310929	713.21
					2016-311151	169.99
		802094	Rodri*****ment & Auto Repair Inc	250000048	38395	70.00
		96665	Colle*****Lincoln LLC	250002595	417701	147.63
		97182	Custo*****tery	250002095	4894	300.00
				250002642	4895	350.00
01000-11200200-60400000-00000-0000-000000	General Fund-Collections \- Administration-Investigation Supplies-No Value-No Value-No Value	3187	West *****ration	250002665	851619672	668.00
01000-11200200-60500000-00000-0000-000000	General Fund-Collections \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250002368	76166124	606.62
01000-11200200-65540000-00000-0000-000000	General Fund-Collections \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	35.00
01000-11210020-61740000-00000-0000-000000	General Fund-Elections Administrator-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	169.24
01000-12000100-61060000-00000-0000-000000	General Fund-County Treasurer \- Administration-Bonds-No Value-No Value-No Value	90208	CNA S*****	250002612	Bond#14235278 -FY25	109.00
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	6313	Texas*****Counties	250000074	NRDD-0011591	1,000.00
					NRDD-0011634	5,256.61
		96158	Eddie*****Shop	250002400	21965361	2,714.46
01000-12500100-65540000-00000-0000-000000	General Fund-Risk Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-13000100-60500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9794	CDW G*****	250002452	AC8MT6X	685.13
01000-13000100-60600000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002655	373494	20.04

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-13000100-61620000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Subscriptions & Publications-No Value-No Value-No Value	7066	Texas*****Public Accts	250002668	50-803	45.00
01000-14000006-61880000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value	102101	Fiber*****	250000073	FB-19266	600.00
01000-14000006-65150000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Maintenance-No Value-No Value-No Value	11497	South*****ehouse	250002478	INV00832822	1,005.84
		92226	IBM C*****	250002667	4529742	22.00
01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	1335	Avine*****roage)	250002175	331536	10,650.00
01000-14000006-65540000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	11497	South*****ehouse	250002558	INV00833403	298.48
01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	101911	Conco*****	250001102	D592979	562.53
		92215	Dell *****	250002564	10801819284	962.75
				250002566	10801819292	2,073.02
01000-14000100-60500000-00000-0000-000000	General Fund-Information Technology \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250002459	76196995	650.26
01000-14000100-60600000-00000-0000-000000	General Fund-Information Technology \- Administration-Office Supplies-No Value-No Value-No Value	11497	South*****ehouse	250002221	INV00832678	138.15
01000-14000100-61110000-00000-0000-000000	General Fund-Information Technology \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95956	Diner*****	250002593	3732	1,595.00
				250002594	2168593	599.00
01000-14000100-65540000-00000-0000-000000	General Fund-Information Technology \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-15000100-60500000-00000-0000-000000	General Fund-Human Resources \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto*****Ltd	250002523	373411	93.17
01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002523	373411	132.11
					373411.1	25.97
01000-15000100-61010000-00000-0000-000000	General Fund-Human Resources \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	100120	YourM*****c	250002209	R70672890	379.00
				250002469	R70921937	699.00
		103133	Natio*****of Medical Examiners Inc	250002461	19433	150.00
01000-15000100-61240000-00000-0000-000000	General Fund-Human Resources \- Administration-Drug Testing-No Value-No Value-No Value	97285	Any T*****	250001185	10524	460.00
01000-15000100-61295000-00000-0000-000000	General Fund-Human Resources \- Administration-Employment Investigations-No Value-No Value-No Value	102239	Imper*****n Group Inc	250001526	272155	198.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value					
01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value-No Value-No Value	94914	4 Imp*****	250002473	13541719	2,626.92
01000-15000100-61620000-00000-0000-000000	General Fund-Human Resources \- Administration-Subscriptions & Publications-No Value-No Value-No Value	102678	ERI E***** Institute Inc	250002320	20242453	3,989.00
01000-15000100-61801000-00000-0000-000000	General Fund-Human Resources \- Administration-Travel-No Value-No Value-No Value	Employee	Jenni*****		TRVL000300668966	496.90
01000-15000100-65540000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-16000100-65540000-00000-0000-000000	General Fund-County Auditor \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	55.00
01000-16500006-71025000-00000-0000-000000	General Fund-Purchasing Administration \- Non Capital-Contract Services-No Value-No Value-No Value	101967	Burdi*****LC	250001031	141975	13,583.75
01000-17000006-71206000-00000-0000-000000	General Fund-Facility Services \- Non Capital-Maintenance-No Value-No Value-No Value	93852	Sentr*****ners Inc	250000494	6884	13,983.20
		96753	Norma*****ervices LLC	250000935	Pay App #6-2123	79,335.25
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	91161	Prost*****	250001950	S1230346.002	(22.50)
					S1230696.001	322.92
01000-17000100-60500000-00000-0000-000000	General Fund-Facilities Services \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	97596	Amazo*****	250002423	1LGG-DCPX-1MKM	2,134.78
01000-17000100-61501000-00000-0000-000000	General Fund-Facilities Services \- Administration-Radio Service-No Value-No Value-No Value	800912	Skyl*****s	250000043	47910	412.50
01000-17000100-61740000-00000-0000-000000	General Fund-Facilities Services \- Administration-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-50225	84.62
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	102306	JDS I*****	250000580	12146684	213.00
		10507	CR Te*****	250000179	410115359-01	110.00
		11869	Lowe*****	250002220	978272	63.92
					980250	34.14
					983535	11.28
		96213	Acme *****rdware	250002553	4114292	956.37
				250002556	4114649	2,488.38
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	321	Johns*****	250002276	10437095	420.10
		95824	Hunto*****	250000146	DI037021	490.44
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \-	95001	Sherw*****nc	250000084	0730-3	19.12

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value	95001	Sherw*****nc	250000084	4407-0	198.11
		96213	Acme *****rdware	250000094	4114410	276.07
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000109	978461	64.50
		11909	Mouse*****c	250001332	83328474	97.37
		262	Deale*****pply	250000181	S101499420.001	91.42
					S101502156.001	305.30
				250002490	S101494530.001	538.39
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	494	Valle*****upply Co Inc	250001722	409713	265.85
					409714	212.80
		92995	Reece*****	250000071	S120050678.001	88.61
01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value	328	Kesco*****	250001847	152102	123.82
01000-17000100-65320000-00000-0000-000000	General Fund-Facilities Services \- Administration-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	250000070	370824	21.03
01000-17000100-65510000-00000-0000-000000	General Fund-Facilities Services \- Administration-Pest Control-No Value-No Value-No Value	96836	Allst*****	250000007	022025	1,220.00
01000-17000100-65540000-00000-0000-000000	General Fund-Facilities Services \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	3731	Kone *****	250000286	871622304	2,395.42
		96213	Acme *****rdware	250002362	4113997	2,760.80
01000-17000100-71206400-00000-0000-000000	General Fund-Facilities Services \- Administration-Fire Safety Services-No Value-No Value-No Value	101050	Briga*****s LLC	250002104	SI-09079	939.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960122695	14.28
					2960122713	159.00
					2960122715	10.96
					2960122718	9.67
01000-17000200-61110000-00000-0000-000000	General Fund-Landscaping-Conference & Seminar Fees-No Value-No Value-No Value	19277	City *****	250002600	BPAT #BP0021511	50.00
01000-17000200-65056000-00000-0000-000000	General Fund-Landscaping-Plumbing Maintenance-No Value-No Value-No Value	95228	SiteO*****ply Holding	250000875	150270445-001	166.55
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960122713	2.86
01000-18000100-61280000-00000-0000-000000	General Fund-County Attorney \- Administration-Dues-No Value-No Value-No Value	3745	Texas*****ty Attorneys Association	250002663	261319	320.00
01000-18000100-61620000-00000-0000-000000	General Fund-County Attorney \- Administration-Subscriptions &	16290	Lexis*****	250000100	3095644815	534.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Publications-No Value-No Value-No Value					
01000-18000100-65540000-00000-0000-000000	General Fund-County Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	20.00
01000-19000100-61060000-00000-0000-000000	General Fund-District Attorney \- Administration-Bonds-No Value-No Value-No Value	161	Anco *****es of Bryan/College Station Inc	250002651	34924	71.00
01000-19000100-61620000-00000-0000-000000	General Fund-District Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis*****	250001474	3095643777	1,974.00
		3187	West *****ration	250000562	851582946	664.20
				250002255	851647169	541.46
					851647170	5.63
		96474	Trans*****ernative Data Solutions	250001132	939871-202502-1	231.00
01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	96870	Best *****BCS	250000529	246282	121.54
					246303	486.16
					246304	486.16
01000-19000100-65540000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	85.00
01000-20000100-61801000-00000-0000-000000	General Fund-District Clerk \- Administration-Travel-No Value-No Value-No Value	Employee	Gabri*****		TRVL000299248844	669.78
01000-20000100-65540000-00000-0000-000000	General Fund-District Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	50.00
01000-21000100-65540000-00000-0000-000000	General Fund-County Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	180.00
01000-22000100-61900000-00000-0000-000000	General Fund-85th District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	100469	Raine*****		825	575.60
		102391	Cooks*****		2/25-2/28/2025	2,393.12
01000-22000100-65540000-00000-0000-000000	General Fund-85th District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	20.00
01000-22100100-61110000-00000-0000-000000	General Fund-272nd District Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc	250002580	EVET-022025-0300	50.00
01000-22200100-61490000-00000-0000-000000	General Fund-361st District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	95512	Longh*****house Inc	250002647	Check # 18	245.30
01000-22200100-65540000-00000-0000-000000	General Fund-361st District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	12.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-22300100-65540000-00000-0000-000000	General Fund-472nd District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-22600100-65540000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	130.00
01000-22800100-65540000-00000-0000-000000	General Fund-Family Associate Court - Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-23100100-65540000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	12.00
01000-24101100-61500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250002489	68802	68.44
01000-24101100-61880000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000610	5613977515 0225	587.25
01000-24101100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	15.00
01000-24101100-71119000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst*****g LLC	250001106	5021	192.50
01000-24201100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	15.00
01000-24301100-61740000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	110.69
01000-24301100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	45.00
01000-24401100-60600000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	1229	Alpha*****	250002466	68788	264.00
01000-24401100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	45.00
01000-26001000-61740000-00000-0000-000000	General Fund-Community Supervision \- Support-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	176.24
01000-26001000-65540000-00000-0000-000000	General Fund-Community Supervision	95591	Texas*****ons Inc	250001007	INV952563	129.30

[illegible]



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	16490	Wal-M*****c	250002585	TR#02436	33.94
		95575	Cooks*****	250002439	N857688	189.56
01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****pany LLC	250002292	0540224259055078	2,340.00
					0540303259063170	2,340.00
		10500	US Fo*****	250002633	3741362	10,031.36
		3691	Flowe*****y	250002549	4038749662	1,616.37
					4038749732	1,616.37
		6151	Perfo*****ce Temple	250002426	2602014	6,494.30
				250002631	2611923	6,042.87
		91168	Ruffi*****Service	250002427	1727347	2,873.42
				250002638	1729297	3,570.66
		96384	Best *****p	250002425	27216	13,308.50
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	250002645	IN-1574237	1,037.02
01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	102087	Comma*****	250002588	2626	1,990.00
		92512	Sam H*****iversity	250002666	CMIT25	915.00
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	Employee	Ashle*****is		TRVL000299820888	643.50
			Star *****n		TRVL000299826048	1,232.70
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co*****	250002448	242466	2,502.50
01000-28002000-65540000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	15.00
01000-28002000-71701000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Solid Waste \- Hauling-No Value-No Value-No Value	95577	Brazo*****aste Management Agency Inc	250000279	24537	59.40
01000-28002006-65051000-00000-0000-000000	General Fund-Sheriff Office \- Jail \- Non Capital-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001374	1200226	2,725.00
01000-28002006-72030000-00000-0000-000000	General Fund-Sheriff Office \- Jail \- Non Capital-Architectural Services-No Value-No Value-No Value	101967	Burdi*****LC	250001125	141974	441.60
01000-28003000-71025000-00000-0000-000000	General Fund-Jail Medical Services-Contract Services-No Value-No Value-No Value	96352	Biome*****tions LLC	250001550	327228	345.00
01000-30101100-61880000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000610	5613977515 0225	587.25
01000-30101100-71119000-00000-0000-000000	General Fund-Constable Precinct 1 \-	102840	Cryst*****g LLC	250001106	5021	192.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Administration-Janitorial Services-No Value-No Value-No Value					
01000-30201100-60080000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	102955	Got Y*****Wear and Uniforms	250002111	INV120359	195.50
		3486	GT Di*****	250001682	UNIV0065870	176.38
		97596	Amazo*****	250002492	1DW3-KPL4-434M	18.95
01000-30201100-60600000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Office Supplies-No Value-No Value-No Value	16490	Wal-M*****c	250002601	06103	59.76
		94806	Perry	250000471	CM-123030	(15.96)
01000-30201100-61110000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc	250002589	EVET-022025-0303	80.00
					EVET-022025-0304	80.00
					EVET-022025-0306	50.00
					EVET-022025-0307	50.00
					EVET-022025-0311	50.00
01000-30201100-61500000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250002230	68641	140.00
01000-30201100-61620000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3187	West *****ration	250000099	851614204	166.00
01000-30201100-65540000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	12.00
01000-30301100-60080000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	3486	GT Di*****	250001666	UNIV0066168	218.38
		97555	EDT T*****	250002607	2500857	48.00
01000-30301100-61801000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Travel-No Value-No Value-No Value	Employee	Angel*****		TRVL000300604348	147.00
01000-30301100-65350000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Gasoline Expenditure-No Value-No Value-No Value	7176	Colle*****	250001424	2025017	337.46
01000-30301100-65540000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-30401100-65540000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-31000100-60170000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002424	6024992540	159.81
01000-31000100-60440000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Janitorial Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002206	6024992538	56.64
01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office	91018	Stapl*****mmercial Inc	250002176	6024992549	51.65

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002309	6024992534	5.60
				250002319	6024992554	16.10
				250002438	6024992541	52.57
01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Prescriptions-No Value-No Value-No Value	92749	Victo*****		21132025	191.27
01000-31000100-65540000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	15.00
01000-31000100-71025000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Contract Services-No Value-No Value-No Value	96352	Biome*****tions LLC	250000004	327226	63.25
01000-31000100-72270000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Dental Services-No Value-No Value-No Value	805027	Svaid*****	250000177	17641	60.00
01000-31000100-72660000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychiatric Services-No Value-No Value-No Value	102140	Link *****nical Psychology PLLC		257	1,000.00
					259	1,000.00
		92749	Victo*****		21132025	700.00
01000-31000110-60170000-00000-0000-000000	General Fund-Juvenile Services \- Administration Court-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002319	6024992554	159.81
01000-31000110-61740000-00000-0000-000000	General Fund-Juvenile Services \- Administration Court-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	1,328.51
01000-31000220-60240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value	1953	Bob B*****c	250002485	INV2108678	230.07
		91018	Stapl*****mmercial Inc	250002487	6024992559	67.26
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101646	Gold *****	250000029	3195817	17.50
		101854	Hilan*****mpany LLC	250000018	0540303259063171	346.50
		102244	Broth*****	250001963	00068774	411.25
		96917	Gordo*****nc	250001452	9019848160	1,764.43
01000-31000220-60440000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	250000174	IN-1574238	1,244.39
				250002646	IN-1574239	184.17
01000-31000220-60500000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Equipment & I.T. Enhancement-No Value-No Value-No Value	328	Kesco*****	250002627	152099	127.80
01000-31000220-60600000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002176	6024992547	12.79
				250002309	6024992534	175.20
01000-35500100-61740000-00000-0000-000000	General Fund-Emergency Management \- Administration-Telephone-No Value-No Value-No Value	97251	Texas*****	250000393	090015	111.68
01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	93424	ULINE*****	250002437	189263515	390.00
		97545	Queen*****f Texas	250002216	12153	4,972.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-36000100-60440000-00000-0000-000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	250002361	850429028	91.04
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	93424	ULINE*****	250002437	189263515	1,041.30
		96427	Hibbe*****	250000701	2025-017	818.00
01000-36000100-65540000-00000-0000-000000	General Fund-Exposition Center \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	20.00
01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	95577	Brazo*****aste Management Agency Inc	250001509	24576	627.60
01000-36500100-60440000-00000-0000-000000	General Fund-Brazos Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	250002569	852701002	327.34
01000-36500100-61010000-00000-0000-000000	General Fund-Brazos Center \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	102822	Bloss*****	250002207	252	190.00
01000-36500100-61500000-00000-0000-000000	General Fund-Brazos Center \- Administration-Printing-No Value-No Value	1229	Alpha*****	250002318	68689	1,930.87
01000-36500100-61740000-00000-0000-000000	General Fund-Brazos Center \- Administration-Telephone-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	84.62
01000-36500100-61801000-00000-0000-000000	General Fund-Brazos Center \- Administration-Travel-No Value-No Value	Employee	Jodi *****		TRVL000301902359	43.08
01000-36500100-65050000-00000-0000-000000	General Fund-Brazos Center \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000412	984361	9.01
01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Chadd*****ton		TRVL000299820617	814.73
			Emily*****		TRVL000299820671	120.40
			Rober*****		TRVL000300673627	78.12
01000-50000100-65540000-00000-0000-000000	General Fund-County Records Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	7.00
01000-56001000-61740000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	0.31
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	11869	Lowes*****	250002543	977672-1	52.03
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value	392	Produ***** Association	250002372	2867433	139.40
01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No	102308	Mado*****al & Sales Inc	250000140	525536	525.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value-No Value					
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960122682	178.50
					2960123627	178.50
01000-56001000-72320000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Engineering Consulting-No Value-No Value-No Value	102615	Frees*****c	250001151	0001377619	8,975.46
01000-56002000-60500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment & I.T. Enhancement-No Value-No Value-No Value	95695	Snap-*****	250002325	ARV / 63887495	882.91
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	250002122	371831	35.60
					371836	44.25
		73	Musta*****	250002048	PART6854488	1,550.05
					PART6854489	163.28
					PART6857175	(1,735.93)
					PART6857176	(165.76)
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa *****	250002511	371685	4.17
					371686	16.04
		11869	Lowes*****	250002643	988570	40.46
		91900	Linde***** Inc	250000085	48137288	125.08
		93424	ULINE*****	250002597	189721228	319.69
01000-56002000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Tires-No Value-No Value-No Value	102976	Travi***** LLC	250001110	C-11612	347.20
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa *****	250002334	370785	208.14
					370825	79.98
					370864	22.81
					371041	73.37
					371766	9.47
					372090	21.76
		21268	Brazo*****	250000055	190244-25	7.50
					251899-25	7.50
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250002596	D04528-25	7.50
01000-56005000-61740000-00000-0000-000000	General Fund-Environmental Protection-Telephone-No Value-No Value-No Value	101833	Brigh*****	250000169	313741992-02162025	61.83
		96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	411.88
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	102464 0225	0.80
		20	Bryan*****	250000336	2368566 0225	123.72
				250000342	2069196 0225	49.36
		4582	Wellb*****ity District	250000335	202-1420-00 0225	38.13

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	4582	Wellb*****ity District	250000335	306-0720-00 0225	37.69
01000-56005000-71500000-00000-0000-000000	General Fund-Environmental Protection-Rental \- Equipment-No Value-No Value-No Value	102308	Madol*****al & Sales Inc	250000140	525536	450.00
01000-56005000-71701000-00000-0000-000000	General Fund-Environmental Protection-Solid Waste \- Hauling-No Value-No Value-No Value	95577	Brazo*****aste Management Agency Inc	250000357	24539	2,985.60
11000-11002500-80211000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Computer \- Software-No Value-No Value-No Value	96088	Unger*****ternational Inc	250002304	INV20479	157.50
11000-11002500-80286000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Equipment \- Other-No Value-No Value-No Value	97037	WRI O*****	240003947	128190	9,796.70
					128190*	9,796.70
15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis*****		3095644807	751.00
				250000551	3095644805	1,517.00
25000-28010000-61801000-00000-0000-000000	Forfeiture Fund-Sheriff Forfeiture Fund-Travel-No Value-No Value-No Value	Employee	Samue*****		TRVL000301902428	553.15
30000-272300-60170000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\--212\--25\--C03-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002591	373456.1	198.12
					373456.2	248.19
30000-272300-60600000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\--212\--25\--C03-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002591	373456	126.03
					373456.2	140.71
30000-272300-61401000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\--212\--25\--C03-Interpreters-No Value-No Value-No Value	95313	USA C*****eters	250002590	2874	384.00
				250002658	2877	684.00
30000-272300-61620000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\--212\--25\--C03-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis*****	250002656	3095658461	580.00
		95956	Diner*****	250002621	B16BA9B9-0013	881.10
30000-272300-65540000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\--212\--25\--C03-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	12.00
31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Capital-Buildings-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001172	1200224	7,045.00
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	9467	Jason*****	250002567	250226003050034	113.80
		97440	Rosa*****a Factory Ltd	250002629	056	340.91
35000-21130000-71025000-00000-0000-000000	Primary Election Services Fund-Election Services-Contract Services-No	95078	Matri*****	250001598	250312	105.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value-No Value					
43200-63432020-80101000-00000-0000-000000	2020 Certificates of Obligation-R&B Renovations-Building Improvements-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001171	1200225	1,235.00
45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	96753	Norma*****ervices LLC	250000935	Pay App #6-2123	(3,966.76)
45000-63270000-80101000-00000-0000-000000	Capital Improvement Fund-County Administration Building-Building Improvements-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001525	1200227	4,873.75
45000-63280001-80286000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Capital-Equipment \- Other-No Value-No Value-No Value	102995	Jerse*****	250001814	3639-1	11,699.99
45000-63280021-80286000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Jail \- Capital-Equipment \- Other-No Value-No Value-No Value	103033	MFI M*****	250002062	IN-00093459	12,599.60
50000-64005100-61740000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Telephone-No Value-No Value-No Value	96844	Front*****ns of Texas	250001115	210-188-0806-111695-5 0225	84.62
50000-64005100-72540000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Physician Services-No Value-No Value-No Value	97282	Doc H*****	250001138	JR202503	18,812.50
55000-28006000-65540000-00000-0000-000000	Jail Commissary Fund-Jail Commissary-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	250001007	INV952563	12.00
91000-00000000-20000100-00000-0000-000000	Health \- County Health District-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Rolan*****		ADV000298969245	350.00
91000-53000100-61500000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250002380	68736	60.00
91000-53000100-72540000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Physician Services-No Value-No Value-No Value	102440	Elizo*****	250000344	9368-030325	4,000.00
91000-53002100-61500000-00000-0000-000000	Health \- County Health District-C4 Clinic-Printing-No Value-No Value-No Value	1229	Alpha*****	250002530	68858	120.00
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	327227	287.50
91000-53003000-72540000-00000-0000-000000	Health \- County Health District-Lab Administration-Physician Services-No Value-No Value-No Value	96741	Brazo*****gy	250000960	2024-2068	600.00
91000-535000-61010000-00000-0000-000000	Health \- County Health District-Texas Healthy Communities-Advertising \- Legal Notices-No Value-No Value-No Value	102836	Comun*****	250000888	437-438	175.00
91000-538000-60600000-00000-0000-000000	Health \- County Health District-Emergency Preparedness-Office	9728	Wilto*****Ltd	250002577	373482	62.24

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Supplies-No Value-No Value-No Value					
97000-551100-69103000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Insurance \- Auto-No Value-No Value-No Value	6313	Texas*****Counties		00002604	2,081.00
Grand Total						757,292.90





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	3/11/2025
ITEM:	Convene into Executive Session pursuant to Texas Government Code §551.087 for deliberation regarding economic development negotiations.
TO:	Commissioners Court
DATE:	02/24/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00

**ATTACHMENTS:**

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



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	3/11/2025
ITEM:	Consider and possible action on Executive Session.
TO:	Commissioners Court
DATE:	02/24/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00

**ATTACHMENTS:**

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



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Acknowledgment of the following additional members appointed to the committee for RFP CIP 25-564 Architect for Building Maintenance for the Brazos County Expo & CIP 25-565 Construction Manager at Risk for the Brazos County Expo.

- a. Bryan Brown - Ag Community Representative
- b. Jim McCord - Brazos Valley Fair & Rodeo Representative

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Acknowledgment is to update to the court on the committees for this project.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Acknowledgement of the Brazos County, Texas, Juvenile Probation Department, Texas Juvenile Justice Department Grant Funds for the Year Ended August 31, 2024.

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Please note these financial statements represent grants received from the Texas Juvenile Justice Department and are based on an Other Basis of Accounting as required by TJJD.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Juvenile Statement FY24 complete.pdf</a>	Juvenile Financial Statements	Exhibit

**BRAZOS COUNTY, TEXAS  
JUVENILE PROBATION DEPARTMENT**

**TEXAS JUVENILE JUSTICE  
DEPARTMENT GRANT FUNDS**

**Financial Statements  
August 31, 2024**



Prepared by:

**Katie Conner, C. P. A.  
County Auditor**

**Linda Ricketson, MSJJ  
Director of Juvenile Services**



**BRAZOS COUNTY JUVENILE PROBATION DEPARTMENT**  
**Independent Auditors' Reports and**  
**Financial Statements**  
**For the Year Ended August 31, 2024**

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## Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT AUDITORS' REPORT

Members of the Board  
Brazos County Juvenile Board  
Brazos County, Texas

#### **Report on the Audit of the Financial Statements**

##### **Opinion**

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Brazos County, Texas Juvenile Probation Department (the "Department"), which comprise the statements of revenues, expenditures and changes in fund balance – budget and actual – regulatory basis for the year ended August 31, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant Funds for the year ended August 31, 2024, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

##### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Department, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

##### **Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the Texas Juvenile Justice Department, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to this matter.



## **Emphasis of Matter**

As discussed in Note 1, the financial statements present the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and are not intended to present fairly the results of operations of Brazos County, Texas in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department, which is a comprehensive basis of accounting other than generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose

of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2025, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

*Ingram, Wallis & Company, P.C.*

Bryan, Texas  
January 7, 2025

**BRAZOS COUNTY, TEXAS**  
**TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BY CONTRACT**  
**Budget and Actual (Regulatory Basis)**  
**For the Year Ended August 31, 2024**

	<b>Grant A-24-021</b>			<b>Grant R-24-021</b>		
	<b>Final Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>REVENUES</b>						
TJJD funds	\$ 1,433,063	\$ 1,433,063	\$ --	\$ 18,904	\$ 18,904	\$ --
<b>TOTAL REVENUES</b>	<u>1,433,063</u>	<u>1,433,063</u>	<u>--</u>	<u>18,904</u>	<u>18,904</u>	<u>--</u>
<b>EXPENDITURES</b>						
Basic Probation Supervision	739,224	739,224	--	--	--	--
Community Programs	64,326	64,326	--	--	--	--
Pre Post Adjudications	243,718	243,718	--	--	--	--
Commitment Diversion	235,015	235,015	--	--	--	--
Mental Health Services	150,780	150,780	--	--	--	--
Prevention and Intervention	--	--	--	--	--	--
Region	--	--	--	18,904	18,904	--
<b>TOTAL EXPENDITURES</b>	<u>1,433,063</u>	<u>1,433,063</u>	<u>--</u>	<u>18,904</u>	<u>18,904</u>	<u>--</u>
<b>Excess Revenues over     Expenditures</b>	--	--	--	--	--	--
<b>Fund Balance, Beginning of Year</b>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
<b>Fund Balance, End of Year</b>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>

**Additional Information: Refunds Paid to TJJD. (Include all refunds whether paid during or subsequent to year end)**

The accompanying notes are an integral part of the financial statements.

**BRAZOS COUNTY, TEXAS**  
**TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BY CONTRACT**  
**Budget and Actual (Regulatory Basis)**  
**For the Year Ended August 31, 2024**

	<b>Salary Adjustment Grant-24-021</b>			<b>Grant S&amp;E-24-021</b>		
	<b>Final Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>REVENUES</b>						
TJJD funds	\$ 246,041	\$ 246,041	\$ --	\$ 1,843	\$ 1,843	\$ --
<b>TOTAL REVENUES</b>	<u>246,041</u>	<u>246,041</u>	<u>--</u>	<u>1,843</u>	<u>1,843</u>	<u>--</u>
<b>EXPENDITURES</b>						
Basic Probation Supervision	131,939	131,939	--	1,843	1,843	--
Community Programs	--	--	--	--	--	--
Pre Post Adjudications	114,102	114,102	--	--	--	--
Commitment Diversion	--	--	--	--	--	--
Mental Health Services	--	--	--	--	--	--
Prevention and Intervention	--	--	--	--	--	--
Region	--	--	--	--	--	--
<b>TOTAL EXPENDITURES</b>	<u>246,041</u>	<u>246,041</u>	<u>--</u>	<u>1,843</u>	<u>1,843</u>	<u>--</u>
<b>Excess Revenues over     Expenditures</b>	--	--	--	--	--	--
<b>Fund Balance, Beginning of Year</b>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
<b>Fund Balance, End of Year</b>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>

**Additional Information: Refunds Paid to TJJD. (Include all refunds whether paid during or subsequent to year end)**

The accompanying notes are an integral part of the financial statements.





**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS  
NOTES TO THE FINANCIAL STATEMENTS  
AUGUST 31, 2024**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Entity**

The Texas Juvenile Justice Department Grant Funds of Brazos County, Texas (the Funds) were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Brazos County, Texas.

The Funds provide separate accountability as required by TJJD under the State Financial Assistance Contract. The funds are used to account for each separate program, matching funds and all related expenditures incurred.

**Basis of Accounting**

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribe policies and procedures for county probation departments and which constitute a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met, and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS  
NOTES TO THE FINANCIAL STATEMENTS-CONTINUED  
AUGUST 31, 2024**

**NOTE 2 - RECONCILIATION OF INTEREST EARNED**

Idle funds were maintained in an interest-bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest earned TJJD Funds <b>FY 2024</b>	Interest earned Title IV-E Funds <b>FY 2024</b>	Total Interest
Beginning balance, Sept 1, 2023	\$ -	\$ -	\$ -
Interest earned on funds received from the period 9/01/23- 8/31/24	-	-	-
Total interest at Aug 31, 2024	\$ -	-	\$ -
Minus interest expenditures in FY 2024	-	-	-
Ending balance, Aug 31, 2024	\$ -	\$ -	\$ -

All funds received from the State including the interest earned over the years have been fully expended. There are no idle funds left at the end of the fiscal year.

**NOTE 3 - OPERATING COST FOR A SECURE JUVENILE FACILITY OPERATED BY  
BRAZOS COUNTY**

The County does not operate a post-adjudication secure juvenile facility. The schedule of expenditures for the County's pre-adjudication secure juvenile facility is as follows:

	Operating Costs		
	Brazos County Pre-Adjudication Juvenile Facility		
	For the Year Ended August 31, 2024		
	<b>TJJD Funding</b>	<b>Local Funding</b>	<b>Total</b>
Salary and Fringe	\$ -	\$ 3,237,241	\$ 3,237,241
Travel and Training	-	5,401	5,401
Operating Expenses	-	438,933	438,933
Inter-County Contracts	-	-	-
External Contracts	-	-	-
Total Operating Expenditures	\$ -	\$ 3,681,575	\$ 3,681,575



**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS  
NOTES TO THE FINANCIAL STATEMENTS-CONTINUED  
AUGUST 31, 2024**

**NOTE 4 – FEDERAL FINANCIAL ASSISTANCE**

The Texas Juvenile Justice Department, along with the Texas Department of Family and Protective Services, administers the Title IV-E Program (CFDA 93.658). TJJD disburses funds to the Brazos County Juvenile Probation Department on a cost-reimbursement basis. A confirmation of revenue receipted in the year ending August 31, 2024, is required and presented below. This includes receipts for direct and enhanced administrative foster care claims.

<b>Title IV-E Contract Number</b>	<b>Amount Received (Cash Basis) August 31, 2024</b>
	\$ -
	-
Total	-
	-
Total Title IV-E Foster Care	\$ -

**NOTE 5 – FINANCIAL MATCH REQUIREMENTS**

To receive Texas Juvenile Justice Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is equal to or greater than the amount spent in the 2022 county fiscal year, excluding construction and capital outlay expenses unless waived in accordance with provisions of the State Financial Assistance Fund grant. A confirmation of local funds for the year ending August 31, 2024, is required and presented below:

<b>Local Funding Expended (less construction and capital outlay)</b>	
FY 2024	\$8,397,252
FY 2022	\$6,534,872

The juvenile probation department certified the financial match requirements were fulfilled in FY 2024.

**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS  
NOTES TO THE FINANCIAL STATEMENTS-CONTINUED  
AUGUST 31, 2024**

**NOTE 6 – STATE FINANCIAL ASSISTANCE**

- a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024, is required and presented below.

	<b>Amount Received (Cash Basis) August 31, 2024</b>
<u><b>Contract Number</b></u>	
P-2024-021	\$ 13,877

- b. The Texas Juvenile Justice Department provided the County the following funds for the Salary Adjustment Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024, is required and presented below.

<b>Contract Number</b>	<b>Amount Carried Forward to Fiscal Year August 31, 2024</b>	<b>Amount Brought Forward From Fiscal Year August 31, 2023</b>
<u>                    </u>	<u>                    </u>	<u>                    </u>
SA-2024-021	\$ 246,041	\$ -

- c. The Texas Juvenile Justice Department provided the County the following funds for the Grant R – Regional Diversion Alternatives (RDA) Program **Reimbursement** Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024, is required and presented below.

	<b>Amount Received (Cash Basis) August 31, 2024</b>
<u><b>Contract Number</b></u>	
R-2024-021	\$ 13,750

- d. The Texas Juvenile Justice Department provided the County the following funds for the SB30 Detention Supplement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024, is required and presented below.

	<b>Amount Received (Cash Basis) August 31, 2024</b>
<u><b>Contract Number</b></u>	
SB30-2024-021	\$ 42,108





## Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Members of the Board  
Brazos County Juvenile Board  
Brazos County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Texas Juvenile Justice Department Grant Funds of Brazos County, Texas Juvenile Probation Department (the "Department") for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements, and have issued our report thereon dated January 7, 2025.

### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Department's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Department's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ingram, Wallis & Company P.C.*

Bryan, Texas  
January 7, 2025

**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDING AUGUST 31, 2024**

There were no findings or questioned costs in the current year.

**BRAZOS COUNTY, TEXAS JUVENILE PROBATION DEPARTMENT  
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDING AUGUST 31, 2024**

There were no findings or questioned costs in the prior year.







**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Acknowledgement of the Brazos County Community Supervision & Corrections Department Financial Statements for the Year Ended August 31, 2024.

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: The Brazos County Auditor serves as the fiscal officer for the Community Supervision and Corrections Department as outlined in Chapter 76 of the Government Code. The CSCD department will pay the County \$15,000 for these services for FY 24-25.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">FY24_CSCD_Financial_Report_-_Final_-_1.8.25.pdf</a>	CSCD Financial Statements	Exhibit

# **BRAZOS COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**



## **FINANCIAL STATEMENTS**

**August 31, 2024**



**BRAZOS COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT**

**Financial Statements**

**August 31, 2024**





# Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS  
INDEPENDENT AUDITORS' REPORT

Jennifer Goerig  
Director of Brazos County Community Supervision  
and Corrections Department  
Bryan, Texas

## **Report on the Audit of the Combined Financial Statements**

### **Opinion**

We have audited the accompanying combined financial statements of the Brazos County Community Supervision and Corrections Department (the "Department") as of and for the year ended August 31, 2024, and the related notes to the financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the respective financial position of the Department, as of August 31, 2024, and the results of its operations for the year then ended, in accordance with the basis of accounting described in Note 1.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Brazos County Community Supervision and Corrections Department, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Basis of Accounting***

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The combined financial statements are prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Emphasis of Matter***

As discussed in Note 1, the combined financial statements present only the Brazos County Community Supervision and Corrections Department and are not intended to present fairly the financial position of Brazos County, Texas and the results of its operations in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with the prescribed basis of accounting that demonstrates compliance with Texas Department of Criminal Justice – Community Justice Assistance Division's (TDCJ-CJAD's) financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the combined financial statements. The combining and individual fund financial statements and the schedules of differences between audit reports and CSCD reports as submitted to TDCJ-CJAD are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

## Other Information

Management is responsible for the other information included in the annual report. The other information comprises the TDCJ-CJAD compliance checklist but does not include the combined financial statements and our auditors' report thereon. Our opinion on the combined financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the combined financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the combined financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2025, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

*Ingram, Wallis & Company, P.C.*

Bryan, Texas  
January 7, 2025



BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
COMBINED STATEMENT OF FINANCIAL POSITION  
AUGUST 31, 2024

	Basic Supervision	Community Corrections	Diversion Programs	Total
<b>ASSETS</b>				
<b>Cash</b>				
Bank Balances	\$ 1,229,063	\$ 12,586	\$ 7,770	\$ 1,249,419
Change Fund	300	-	-	300
Total Cash	<u>1,229,363</u>	<u>12,586</u>	<u>7,770</u>	<u>1,249,719</u>
<b>Accounts Receivable</b>				
Accounts Receivable - Other	1,050	-	-	1,050
Total Accounts Receivable	<u>1,050</u>	<u>-</u>	<u>-</u>	<u>1,050</u>
<b>Total Assets</b>	<u><u>\$ 1,230,413</u></u>	<u><u>\$ 12,586</u></u>	<u><u>\$ 7,770</u></u>	<u><u>\$ 1,250,769</u></u>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 148,788	\$ 12,586	\$ 7,770	\$ 169,144
Total Liabilities	<u>148,788</u>	<u>12,586</u>	<u>7,770</u>	<u>169,144</u>
Fund Balance	<u>1,081,625</u>	<u>-</u>	<u>-</u>	<u>1,081,625</u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$ 1,230,413</u></u>	<u><u>\$ 12,586</u></u>	<u><u>\$ 7,770</u></u>	<u><u>\$ 1,250,769</u></u>

The accompanying notes are an integral part of these financial statements.

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

	Basic Supervision	Community Corrections	Diversion Programs	Total
<b>REVENUE</b>				
State Aid	\$ 1,339,040	\$ 345,484	\$ 240,022	\$ 1,924,546
Total State Aid Not Including SAFPF	<u>1,339,040</u>	<u>345,484</u>	<u>240,022</u>	<u>1,924,546</u>
State Aid: SAFPF	22,253	-	-	22,253
Community Supervision Fees	1,686,350	-	-	1,686,350
Payments by Program Participants	142,207	-	-	142,207
Interest Income	75,666	-	-	75,666
Other Revenue	41,967	-	-	41,967
Total Revenue	<u>3,307,483</u>	<u>345,484</u>	<u>240,022</u>	<u>3,892,989</u>
<b>EXPENDITURES</b>				
Salaries and Fringe Benefits	2,679,038	374,727	323,543	3,377,308
Travel and Furnished Transportation	18,942	-	-	18,942
Contract Services for Offenders	35,914	-	4,463	40,377
Professional Fees	235,357	-	-	235,357
Supplies and Operating Expenses	26,009	-	-	26,009
Utilities	6,904	-	-	6,904
Equipment	4,967	-	-	4,967
Total Expenditures	<u>3,007,131</u>	<u>374,727</u>	<u>328,006</u>	<u>3,709,864</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	300,352	(29,243)	(87,984)	183,125
<b>OTHER FINANCING SOURCES (USES)</b>				
Basic Supervision Interfund Transfer	(117,227)	32,070	85,157	-
Transfer to DP - Substance Abuse	-	(2,827)	-	(2,827)
Transfer from CCP - Substance Abuse	-	-	2,827	2,827
Total Other Financing Sources (Uses)	<u>(117,227)</u>	<u>29,243</u>	<u>87,984</u>	<u>-</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	943,819	-	-	943,819
Refund Due to TDCJ - CJAD	(45,319)	-	-	(45,319)
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u>\$ 1,081,625</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,081,625</u>

The accompanying notes are an integral part of these financial statements.

# BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

## Notes to the Financial Statements

August 31, 2024

### Note 1 – Summary of Significant Accounting Policies

#### Reporting Entity

The accompanying financial statements include the revenue of the Brazos County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Community Justice Assistance Division of the Texas Department of Criminal Justice from state appropriations for the Basic Supervision fund, Community Corrections Program funds, Diversion Program Grant funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

The Brazos County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.

#### Basis of Accounting

Since the Department receives funding from State Government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Brazos County CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using the cash basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31, 2024, for financial activity performed by August 31, 2024, are considered available. Also purchases for which the commitment has been established by August 31, 2024, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and is paid by October 31, 2024. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Brazos County CSCD are grouped into the agency fund type for the purpose of operation on the Brazos County, Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Brazos County, Texas budget process and are held in purely a custodial capacity.

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Notes to the Financial Statements - Continued

August 31, 2024

Note 1 – Summary of Significant Accounting Policies (Continued)

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice-Community Justice Assistance Division.

Only budget adjustment requests, at year end, received by November 30, 2024, will be reviewed, and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after November 30, 2024, for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD should be referred to in performing the financial audit.

Note 2 – Prior Period Adjustments

There were no prior period adjustments.

Note 3 – Refunds

The biennium refund for the fiscal year 2022-2023 is as follows: Basic \$45,319.

Note 4 – Budget Variances

There were no budget variances greater than 15% rule.

Note 5 – Cash, Collections, Change Fund, Petty Cash and Investments

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD.

During 2024, the CSCD's state aid and net funds received were deposited and held, and collection accounts' remaining net funds were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All CSCD's state aid and net funds received were held, deposited, disbursed, invested and otherwise cared for by the County on behalf of CSCD as the CSCD directed (§Government Code 509.011 (c) and Local Government Code 113.022 and 140.003(f)).

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Notes to the Financial Statements - Continued

August 31, 2024

Note 5 – Cash, Collections, Change Fund, Petty Cash and Investments (Continued)

CSCD employees with access to funds are covered by Employee Surety Bonds and all funds on CSCD premises are protected by the appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage.

Cash and investments are covered by Brazos County's depository agreement and the funds are invested in the manner prescribed by the TDCJ-CJAD Standards for investing Departmental funds. During fiscal year 2024, the Department did not invest any funds due to the low interest rates on investment in the market. All cash was retained in the depository and earned interest at the contractual rate negotiated by Brazos County.

The CSCD does not have Petty Cash.

There is a change bag for each bookkeeper that contains \$100. Currently, there are two bookkeepers. The change bags are used strictly for making change in connection with collections that are due and payable to the CSCD. The change bags are balanced every morning and evening and are only used by the CSCD. There is one change bag of \$100 that is kept in the safe and only used as needed, for example if the bookkeepers are out and the receptionist is accepting payments in their absence. All employees maintaining and administering change funds are covered by the Employee Surety Bond.

**BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**

**Notes to the Financial Statements - Continued**

**August 31, 2024**

**Note 6 – Funds Collected By The CSCD From Sources Other Than TDCJ-CJAD Which Are Required to be Reported On the TDCJ-CJAD Quarterly Financial Reports**

<b>Source</b>	<b>Amount Received</b>	<b>Restrictions for Uses</b>	<b>Expended in Accordance With Restriction</b>
Community Supervision Fees	\$1,686,350	Texas Code of Criminal Procedure Article 42A.652(a); Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
<b>Payments by Program Participants:</b>			
Administrative Fee for Offenders \$25-\$60	\$68,408	Government Code Section 76.015c; Article 76.015c; Administrative Fee Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Pretrial Intervention Supervision Fees	\$73,799	Texas Code of Criminal Procedure Chapter 102.012; Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Total Payments by Program Participants:	\$142,207	Government Code, Sec. 76.015: Sec. 19, Art. 42.12 Code of Criminal Procedures : Financial Management Manual for TDCJ-CJAD Funding Restrictions.	Yes
Interest Income	\$75,666	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
<b>Other Revenue:</b>			
Overpayments	\$5	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Transaction Fees	\$37,299	Code of Criminal Procedure Article 102.072; Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Probation Fines	\$3,421	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Welfare Fraud	\$1,078	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Insurance Overage	\$10	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Sale of Assets Proceeds	\$154	Financial Management Manual for TDCJ-CJAD Funding Restrictions	Yes
Total Other Revenue:	\$41,967		

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Notes to the Financial Statements - Continued

August 31, 2024

Note 7 – Commitments and Contingencies

There are no stated commitments or contingencies with any contractor, other than effective dates for the contracts to be in effect. There are minimum requirements for treatment services and performance measures for most of the vendors, but none are outcome based. CSCD contracts for a specific type of service to be provided during the life of the contract.

Note 8 – Subsequent Events

Subsequent events have been evaluated through January 7, 2025, the date which the financial statements were issued. None were required to be reported.

BRAZOS COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
Combining of Individual Fund Financial Statements,  
Schedules of Differences between Audit Reports  
And CSCD Reports Sent to TDCJ-CJAD





BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL COMMUNITY CORRECTIONS FUNDS  
FOR THE YEAR ENDED AUGUST 31, 2024

	CCP Sex Offender Caseload	CCP Substance Abuse Caseloads	CCP Substance Abuse Assessment & Counseling Services	Total
<b>REVENUE</b>				
State Aid	\$ 100,021	\$ 57,328	\$ 188,135	\$ 345,484
Total Revenue	100,021	57,328	188,135	345,484
<b>EXPENDITURES</b>				
Salaries and Fringe Benefits	106,547	63,768	204,412	374,727
Total Expenditures	106,547	63,768	204,412	374,727
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	(6,526)	(6,440)	(16,277)	(29,243)
<b>OTHER FINANCING SOURCES</b>				
Basic Supervision Interfund Transfer	6,526	6,440	19,104	32,070
Transfer to DP - Substance Abuse	-	-	(2,827)	(2,827)
Total Other Financing Sources	6,526	6,440	16,277	29,243
<b>PRIOR YEAR ENDING FUND BALANCE</b>	-	-	-	-
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL DIVERSION PROGRAMS FUNDS  
FOR THE YEAR ENDED AUGUST 31, 2024

	DP High Risk Caseload	DP Substance Abuse Caseloads & Services	DP Mentally Impaired	Total
<b>REVENUE</b>				
State Aid	\$ 55,253	\$ 113,426	\$ 71,343	\$ 240,022
Total Revenue	<u>55,253</u>	<u>113,426</u>	<u>71,343</u>	<u>240,022</u>
<b>EXPENDITURES</b>				
Salaries and Fringe Benefits	62,393	170,315	90,835	323,543
Contract Services for Offenders	<u>4,463</u>	<u>-</u>	<u>-</u>	<u>4,463</u>
Total Expenditures	<u>66,856</u>	<u>170,315</u>	<u>90,835</u>	<u>328,006</u>
<b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	(11,603)	(56,889)	(19,492)	(87,984)
<b>OTHER FINANCING SOURCES</b>				
Basic Supervision Interfund Transfer	11,603	54,062	19,492	85,157
Transfer from CCP - Substance Abuse	<u>-</u>	<u>2,827</u>	<u>-</u>	<u>2,827</u>
Total Other Financing Sources	<u>11,603</u>	<u>56,889</u>	<u>19,492</u>	<u>87,984</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	-	-	-	-
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

BASIC SUPERVISION

	Budget	Actual	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
Requested TDCJ-CJAD Funding (State Aid)	\$ 1,339,040	\$ 1,339,040	\$ -
State Aid: SAFPF	20,000	22,253	2,253
Community Supervision Fees Collected	1,450,000	1,686,350	236,350
Payments by Program Participants	132,041	142,207	10,166
Interest Income	5,000	75,666	70,666
Carry Over from Previous FY	898,500	-	(898,500)
Other Revenue	33,500	41,967	8,467
Transfer Out to CCP	(32,312)	(32,070)	242
Transfer Out to DP	(85,944)	(85,157)	787
Total Revenue	<u>3,759,825</u>	<u>3,190,256</u>	<u>(569,569)</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	2,883,142	2,679,038	204,104
Travel and Furnished Transportation	27,983	18,942	9,041
Contract Services for Offenders	67,535	35,914	31,621
Professional Fees	279,809	235,357	44,452
Supplies and Operating Expenses	470,752	26,009	444,743
Utilities	9,104	6,904	2,200
Equipment	21,500	4,967	16,533
Total Expenditures	<u>\$ 3,759,825</u>	<u>\$ 3,007,131</u>	<u>\$ 752,694</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	183,125	183,125
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>943,819</u>	
Refund Due to TDCJ-CJAD		<u>(45,319)</u>	
<b>Total Prior Period Adjustments &amp; Refunds - Actuals</b>		<u>(45,319)</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ 1,081,625</u></u>	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

CCP - SEX OFFENDER CASELOAD

	Budget	Actual	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
State Aid	\$ 100,021	\$ 100,021	\$ -
Basic Supervision Interfund Transfer	6,526	6,526	-
Total Revenue	<u>106,547</u>	<u>106,547</u>	<u>-</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	106,547	106,547	-
Total Expenditures	<u>\$ 106,547</u>	<u>\$ 106,547</u>	<u>\$ -</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>-</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ -</u></u>	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

CCP - SUBSTANCE ABUSE CASELOADS

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
State Aid	\$ 57,328	\$ 57,328	\$ -
Basic Supervision Interfund Transfer	<u>6,440</u>	<u>6,440</u>	<u>-</u>
Total Revenue	<u>63,768</u>	<u>63,768</u>	<u>-</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>63,768</u>	<u>63,768</u>	<u>-</u>
Total Expenditures	<u>\$ 63,768</u>	<u>\$ 63,768</u>	<u>\$ -</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>-</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ -</u></u>	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

CCP - SUBSTANCE ABUSE ASSESSMENT & COUNSELING SERVICES

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>TYPE OF REVENUE</b>			
State Aid	\$ 188,135	\$ 188,135	\$ -
Basic Supervision Interfund Transfer	19,346	19,104	(242)
Transfer to DP - Substance Abuse	<u>(2,827)</u>	<u>(2,827)</u>	<u>-</u>
Total Revenue	<u>204,654</u>	<u>204,412</u>	<u>(242)</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>204,654</u>	<u>204,412</u>	<u>242</u>
Total Expenditures	<u>\$ 204,654</u>	<u>\$ 204,412</u>	<u>\$ 242</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>-</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ -</u></u>	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

DP - HIGH RISK CASELOAD

	Budget	Actual	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
State Aid	\$ 55,253	\$ 55,253	\$ -
Basic Supervision Interfund Transfer	12,390	11,603	(787)
Total Revenue	<u>67,643</u>	<u>66,856</u>	<u>(787)</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	62,393	62,393	-
Contract Services for Offenders	5,250	4,463	787
Total Expenditures	<u>\$ 67,643</u>	<u>\$ 66,856</u>	<u>\$ 787</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>-</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ -</u></u>	



BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024

DP - SUBSTANCE ABUSE CASELOADS & SERVICES

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
State Aid	\$ 113,426	\$ 113,426	\$ -
Basic Supervision Interfund Transfer	54,062	54,062	-
Transfer from CCP - Substance Abuse	<u>2,827</u>	<u>2,827</u>	<u>-</u>
Total Revenue	<u>170,315</u>	<u>170,315</u>	<u>-</u>
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>170,315</u>	<u>170,315</u>	<u>-</u>
Total Expenditures	<u>\$ 170,315</u>	<u>\$ 170,315</u>	<u>\$ -</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		<u>-</u>	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		<u><u>\$ -</u></u>	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE  
FOR THE YEAR ENDED AUGUST 31, 2024  
DP - MENTALLY IMPAIRED

	Budget	Actual	Variance Favorable (Unfavorable)
<b>TYPE OF REVENUE</b>			
State Aid	\$ 71,343	\$ 71,343	\$ -
Basic Supervision Interfund Transfer	19,492	19,492	-
Total Revenue	90,835	90,835	-
<b>TYPE OF EXPENDITURES</b>			
Salaries and Fringe Benefits	90,835	90,835	-
Total Expenditures	\$ 90,835	\$ 90,835	\$ -
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	-	-	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>		-	
<b>AUDITED YEAR ENDING FUND BALANCE</b>		\$ -	

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

BASIC SUPERVISION

	Actual	Per CSCD Quarterly Report	Difference
<b>REVENUE</b>			
State Aid	\$ 1,339,040	\$ 1,339,040	\$ -
Total for State Aid Not Including SAFPF	1,339,040	1,339,040	-
State Aid: SAFPF	22,253	22,253	-
Community Supervision Fees	1,686,350	1,686,350	-
Payments by Program Participants	142,207	142,207	-
Interest Income	75,666	75,666	-
Other Revenue	41,967	41,967	-
Total Revenue	3,307,483	3,307,483	-
<b>EXPENDITURES</b>			
Salaries and Fringe Benefits	2,679,038	2,679,038	-
Travel and Furnished Transportation	18,942	18,942	-
Contract Services for Offenders	35,914	35,914	-
Professional Fees	235,357	235,357	-
Supplies and Operating Expenses	26,009	26,009	-
Utilities	6,904	6,904	-
Equipment	4,967	4,967	-
Total Expenditures	3,007,131	3,007,131	-
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	300,352	300,352	-
<b>OTHER FINANCING SOURCES (USES)</b>			
Basic Supervision Interfund Transfer	(117,227)	(117,227)	-
Total Other Financing Sources (Uses)	(117,227)	(117,227)	-
<b>PRIOR YEAR ENDING FUND BALANCE</b>	943,819	943,819	-
Refund Due to CJAD	(45,319)	(45,319)	-
Adjusted Beginning Fund Balance	898,500	898,500	-
<b>AUDITED YEAR ENDING FUND BALANCE</b>	\$ 1,081,625	\$ 1,081,625	\$ -

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

CCP - SEX OFFENDER CASELOAD

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	<u>\$ 100,021</u>	<u>\$ 100,021</u>	<u>\$ -</u>
Total Revenue	<u>100,021</u>	<u>100,021</u>	<u>-</u>
<b>EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>106,547</u>	<u>106,547</u>	<u>-</u>
Total Expenditures	<u>106,547</u>	<u>106,547</u>	<u>-</u>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<u>(6,526)</u>	<u>(6,526)</u>	<u>-</u>
<b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	<u>6,526</u>	<u>6,526</u>	<u>-</u>
Total Other Financing Sources	<u>6,526</u>	<u>6,526</u>	<u>-</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024  
CCP - SUBSTANCE ABUSE CASELOADS

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	\$ 57,328	\$ 57,328	\$ -
Total Revenue	<u>57,328</u>	<u>57,328</u>	<u>-</u>
 <b>EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>63,768</u>	<u>63,768</u>	<u>-</u>
Total Expenditures	<u>63,768</u>	<u>63,768</u>	<u>-</u>
 <b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	 (6,440)	 (6,440)	 -
 <b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	<u>6,440</u>	<u>6,440</u>	<u>-</u>
Total Other Financing Sources	<u>6,440</u>	<u>6,440</u>	<u>-</u>
 <b>PRIOR YEAR ENDING FUND BALANCE</b>	 -	 -	 -
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

CCP - SUBSTANCE ABUSE ASSESSMENT AND COUNSELING SERVICES

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	\$ 188,135	\$ 188,135	\$ -
Total Revenue	<u>188,135</u>	<u>188,135</u>	<u>-</u>
 <b>EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>204,412</u>	<u>204,412</u>	-
Total Expenditures	<u>204,412</u>	<u>204,412</u>	<u>-</u>
 <b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	 (16,277)	 (16,277)	 -
 <b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	19,104	19,104	-
Transfer to DP - Substance Abuse	<u>(2,827)</u>	<u>(2,827)</u>	-
Total Other Financing Sources	<u>16,277</u>	<u>16,277</u>	<u>-</u>
 <b>PRIOR YEAR ENDING FUND BALANCE</b>	 -	 -	 -
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

DP - HIGH RISK CASELOAD

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	\$ 55,253	\$ 55,253	\$ -
Total Revenue	<u>55,253</u>	<u>55,253</u>	<u>-</u>
<b>EXPENDITURES</b>			
Salaries and Fringe Benefits	62,393	62,393	-
Contract Services for Offenders	<u>4,463</u>	<u>4,463</u>	<u>-</u>
Total Expenditures	<u>66,856</u>	<u>66,856</u>	<u>-</u>
<b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	(11,603)	(11,603)	-
<b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	<u>11,603</u>	<u>11,603</u>	<u>-</u>
Total Other Financing Sources	<u>11,603</u>	<u>11,603</u>	<u>-</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

DP - SUBSTANCE ABUSE CASELOADS & SERVICES

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	\$ 113,426	\$ 113,426	\$ -
Total Revenue	<u>113,426</u>	<u>113,426</u>	<u>-</u>
<b>EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>170,315</u>	<u>170,315</u>	<u>-</u>
Total Expenditures	<u>170,315</u>	<u>170,315</u>	<u>-</u>
<b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	(56,889)	(56,889)	-
<b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	54,062	54,062	-
Transfer from CCP - Substance Abuse	<u>2,827</u>	<u>2,827</u>	<u>-</u>
Total Other Financing Sources	<u>56,889</u>	<u>56,889</u>	<u>-</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>



BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD  
FOR THE YEAR ENDED AUGUST 31, 2024

DP - MENTALLY IMPAIRED

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>REVENUE</b>			
State Aid	\$ 71,343	\$ 71,343	\$ -
Total Revenue	<u>71,343</u>	<u>71,343</u>	<u>-</u>
<b>EXPENDITURES</b>			
Salaries and Fringe Benefits	<u>90,835</u>	<u>90,835</u>	<u>-</u>
Total Expenditures	<u>90,835</u>	<u>90,835</u>	<u>-</u>
<b>EXCESS OF REVENUE UNDER EXPENDITURES</b>	(19,492)	(19,492)	-
<b>OTHER FINANCING SOURCES</b>			
Basic Supervision Interfund Transfer	<u>19,492</u>	<u>19,492</u>	<u>-</u>
Total Other Financing Sources	<u>19,492</u>	<u>19,492</u>	<u>-</u>
<b>PRIOR YEAR ENDING FUND BALANCE</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>AUDITED YEAR ENDING FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

BRAZOS COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
Compliance Requirements Schedule and Other Reports  
Required by TDCJ-CJAD  
August 31, 2024





## Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Jennifer Goerig  
Director of Brazos County Community Supervision  
and Corrections Department  
Bryan, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of the Brazos County Community Supervision and Corrections Department (the "Department"), as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements, and have issued our report thereon dated January 7, 2025.

#### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the Department's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Department's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Department's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit,

and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ingram, Wallis & Company, P.C.*

Bryan, Texas  
January 7, 2025

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended August 31, 2024

Reportable Condition:

There were no reportable findings or questioned costs.

Statement of Corrective Action Taken:

None

BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BRYAN, TEXAS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR PRIOR YEAR  
For the Prior Year Ended August 31, 2023

Reportable Condition:

There were no reportable findings or questioned costs.

Statement of Corrective Action Taken:

None

## **FY 2024 TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST**

### ***The Compliance Checklist FORMAT AND CONTENT are NOT TO BE ATALTERED.***

Indicate whether these compliance requirements have been met by answering “YES,” “NO,” or “N/A” (Not Applicable). If “N/A” is blocked out, then answers must be either “YES” or “NO”. *Contact your Fiscal Auditor if you have any questions.*

YES NO N/A

#### **FINANCIAL POLICIES AND PROCEDURES** *(Questions 1-4)*

***An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1- 4 are answered NO.***

##### **Duties of the Fiscal Officer, FMM, Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)**

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. ☒ ☐ ☐

Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the *FMM*?

##### **Credit (Procurement) Cards, FMM, Internal Controls, Separation of Duties, Credit Cards (Question 2)**

CSCDs may obtain a credit (procurement) card in the CSCD’s name for official use only. Charges to the CSCD credit card for personal items shall not be allowed, even if promptly reimbursed. If a credit card is maintained by the CSCD for official expenditures, the CSCD shall maintain a written policy regarding credit card use by employees, which must include authorization and documentation procedures.

2. ☒ ☐ ☐

If the CSCD has a credit (procurement) card for official CSCD use, does the CSCD follow a written policy regarding credit card use by employees including authorization and documentation procedures?

##### **Inventory of Equipment, FMM, Disposal of Surplus Property / Allowable and Unallowable Expenditures, Equipment (Question 3)**

Equipment items purchased valued at \$1,000 or more and has a useful life of more than three years must be tagged and included on an inventory list. Inventory tags indicating CSCD ownership must be placed on all equipment purchased with CSCD funds. Periodic inventory testing must be performed by the CSCD, and an updated annual inventory kept on file for auditing purposes.

3. ☒ ☐ ☐

Was equipment physically inventoried and adequately supported with an inventory form?

##### **Cash Matching for Grants; FMM, Grants, Donations, Fees (Question 4)**

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD’s matching funds shall be in accordance with the *FMM, Allowable and Unallowable Expenditures*.



4. ☐ ☐ ☒ Was cash matching properly authorized, budgeted, and expended?

YES NO N/A

#### **FINANCIAL STATEMENTS** (Questions 5-11)

*An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 5, 7, 9, and 11 are answered NO. All sources identified in questions 6, 8, & 10-11 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.*

5. ☒ ☐ Were expenditures and revenues supported by adequate documentation?

#### **Interfund Transfers; FMM, Financial Reports, Additional Reporting Requirements** (Questions 6-7)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

6. ☒ ☐ Did the CSCD have any interfund and/or DP fund transfers in the fiscal year audited?

7. ☒ ☐ ☐ If any, were all interfund and/or DP fund transfers allowable?

#### **Deobligations, Government Code, Chapter 509, Section 509.011 (h), FMM, Deobligations** (Questions 8-9)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

8. ☐ ☒ In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

9. ☐ ☐ ☒ Were the appropriate budget adjustments made for any reallocated funds?

#### **Budget Variances, FMM, Budgets** (Question 10)

*All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.*

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

10. ☐ ☒ Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Actual, and Variance for the fiscal year audited?

#### **Prior Period Adjustments, FMM, Financial Reports, Additional Reporting Requirements** (Question 11)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

YES NO N/A

11. ☐ ☐ ☒ If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

#### **BASIS OF ACCOUNTING** (Questions 12-14)

*An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 12-14 are answered **NO**.*

#### **Basis of Accounting Requirements, FMM, Fiscal Officer, Duties of the Fiscal Officer / Financial Reports, Basis of Accounting** (Questions 12-14)

*FMM, Fiscal Officer, Duties of the Fiscal Officer:* Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

*FMM, Financial Reports, Basis of Accounting:* Although CSCDs are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the CSCD to report an accrual, as of August 31 on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31.

12. ☒ ☐ Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds?
13. ☒ ☐ Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
14. ☒ ☐ Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenue recognition and expenditure payments is **October 31, of the fiscal year audited.***

#### **FUNDS COLLECTED FROM NON TDCJ-CJAD SOURCES WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS** (Questions 15-24)

*An explanation is required in the Funds Collected from Non TDCJ-CJAD Sources Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 15-16, or 24, are answered **NO** or 18-19, or 22-23 are answered **YES**.*

*If any of the fees identified in questions 17, 20, and 21 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

15. ☒ ☐ Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the *FMM*, Special Grant Conditions, and applicable laws?
16. ☒ ☐ Were locally generated funds and other collections documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

**Administrative Fees, Texas Government Code Section 76.015c, FMM, Statutory Requirements (Questions 17-19)**

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article [42A.652](#), Code of Criminal Procedure (i.e. Community Supervision Fees).

YES NO N/A

17. ☒ ☐ Did the CSCD collect any **administrative fees of \$25-\$60** from **offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e., Community Supervision Fees)?

18. ☐ ☒ ☐ If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

19. ☐ ☒ ☐ If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

**Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM, Statutory Requirements (Question 20)**

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

20. ☒ ☐ Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

**Administrative Fees (i.e., Transaction Administrative Fees); Texas Code of Criminal Procedure, Article 102.072, FMM, Statutory Requirements (Questions 21-24)**

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

21. ☒ ☐ Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

22. ☐ ☒ ☐ If collected, did any single **transaction administrative** fee exceed the allowable \$2?

23. ☐ ☒ ☐ If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

24. ☒ ☐ ☐ If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis?

YES NO N/A

### **CASH, COLLECTIONS, CHANGE FUND, PETTY CASH** (Questions 25-28)

*An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 25-28, 30, 34-35, and 36 are answered **NO**. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.*

#### **Deposits and Disbursement Requirements, (Questions 25-28)**

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section [116.113\(a\)](#). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code, Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORY. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

25. ☒ ☐ Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for in a special fund of the county treasury (county's bank account) during the fiscal year audited?

- |     |                                     |                          |  |
|-----|-------------------------------------|--------------------------|--|
| 26. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were all the CSCD's state aid and net funds (revenues) received, held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?                 |
| 27. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were all the CSCD's state aid and net funds (revenues) (revenues) received and deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |
| 28. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?      |

YES NO N/A

**Change Fund**, Local Government Code, Chapter 130, Section 130.902 (a); *FMM, Fiscal Change Fund (Questions 29-30)*

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

- |     |                                     |                          |   |
|-----|-------------------------------------|--------------------------|---|
| 29. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Did the CSCD maintain a <b>change fund</b> authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds ( <i>FMM, Fiscal Officer</i> ). |
| 30. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the <b>change fund</b> <u>only</u> used to make change in connection with collections that are due and payable to the CSCD?   |

**Petty Cash Utilizing CSCD Funds**, Local Government Code, Section 130.909, FMM Petty Cash (*Questions 31-35*)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million (*FMM, State Payments, Financial Reports, Community Corrections Facility / Fiscal Officer*).

- |     |                          |                                     |  |
|-----|--------------------------|-------------------------------------|--|
| 31. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Did the CSCD maintain <b>petty cash</b> in the fiscal year audited?  |
| 32. | <input type="checkbox"/> | <input type="checkbox"/>            | Was the petty cash fund maintained by <b>utilizing the CSCD's funds</b> authorized by the county auditor?  |
| 33. | <input type="checkbox"/> | <input type="checkbox"/>            | Was the petty cash fund maintained by <b>utilizing NON-CSCD revenues</b> (i.e. vending machine revenues)?  |
| 34. | <input type="checkbox"/> | <input type="checkbox"/>            | Were <b>petty cash funds utilizing CSCD's funds</b> used only for specific purposes for allowable items as listed in the <i>FMM for TDCJ-CJAD Funding</i> ?  |
| 35. | <input type="checkbox"/> | <input type="checkbox"/>            | Were <b>petty cash funds utilizing CSCD's funds</b> expended only for emergency situations authorized by a written policy and approved by the CSCD director? |

**Employee Surety Bond Coverage, FMM, Employee Surety Bond Coverage (Question 36)**

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct accounting and disposition of the change fund or petty cash fund.

36. ☒ ☐ Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

YES NO N/A

**SCHEDULE OF DIFFERENCES (Question 37)**

*An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if question 37 is answered NO.*

37. ☒ ☐ Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the CSCD's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

**COMPLIANCE Standards for Financial Audits, Government Auditing Standards, FMM, Internal Controls (Questions 38-42)**

*An explanation is required to be reported in the Report on Compliance and Internal Controls and in the Schedule of Findings and Questioned Costs If questions 38-42 are answered YES.*

38. ☐ ☒ Were there any instances of deficiencies in internal controls noted by the auditor?

39. ☐ ☒ Were there any instances of non-compliance noted by the auditor?

40. ☐ ☒ Were there any instances of fraud noted by the auditor?

41. ☐ ☒ Were there any instances of waste noted by the auditor?

42. ☐ ☒ Were there any instances of abuse noted by the auditor?

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits, Government Auditing Standards (Questions 43-44)**

*An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 43-44 are answered NO.*

43. ☐ ☐ ☒ Do any action plans exist for significant findings from prior year audits?

44. ☐ ☐ ☒ If action plans exist from prior year audit findings, are they compliant?

**OTHER MATTERS (Questions 45-46)**

---

45.

☐☒

Was an on-site visit to the CSCD headquarters conducted by the CPA or CPA firm staff during the duration of the audit?

46.

☐☒

Was a management letter noting certain immaterial instances of noncompliance issued to the CSCD?





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	3/11/2025
ITEM:	Acknowledgement of the 2024 Annual Report for Amber Alert Network Brazos Valley.
TO:	Commissioners Court
DATE:	03/06/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">2024 AANBV Annual Report (DISTRIBUTION).pdf</a>	2024 Amber Alert Annual Report	Cover Memo





# ANNUAL REPORT 2024



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# AMBER ALERT NETWORK BRAZOS VALLEY BOARD OF DIRECTORS



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# EXECUTIVE DIRECTOR'S STATEMENT



**As we have completed our 4th full calendar year of 24/7 operations, the Amber Alert Network Brazos Valley is proud of the partnerships we have built and the work that we continue to do on behalf of the missing and those who seek them.**

**Our case support assistance to families of the missing and local law enforcement increased significantly during the past year, specifically cases involving missing children. This was not, however, due to a dramatic upsurge in the number of reports to law enforcement, but rather because of increased and proactive collaboration with our partners from the earliest moments of these critical incidents. Since moving to full-time operations in October 2020, we have initiated assistance in 258 missing child and adult cases.**

**Public education and raising awareness about issues related to missing children and adults here in the Brazos Valley continues to be a core function of our organization. This is accomplished by appearing at public events, conducting training for law enforcement and other responders, and through our social media platforms as well as through our partnership with local media.**

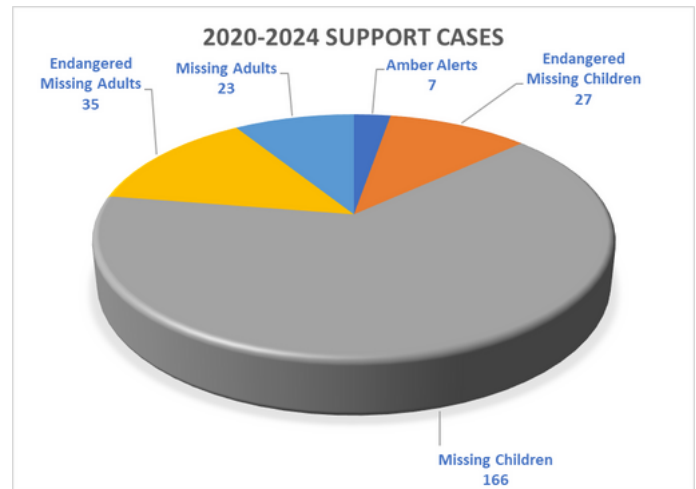
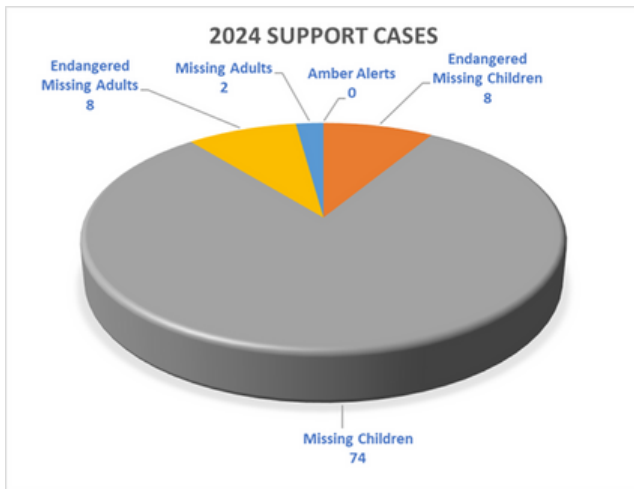
**As we begin our 5th full calendar year in 2025, we will continue to advocate for and support the missing from our communities on a 24/7 basis. We will continue to collaborate with law enforcement and child protection agencies to quickly and safely locate missing children.**

**As always, we thank you for your support and hope that this report shows our commitment to our mission statement, "...Protecting Children, Preparing Responders, Educating Communities..."!**

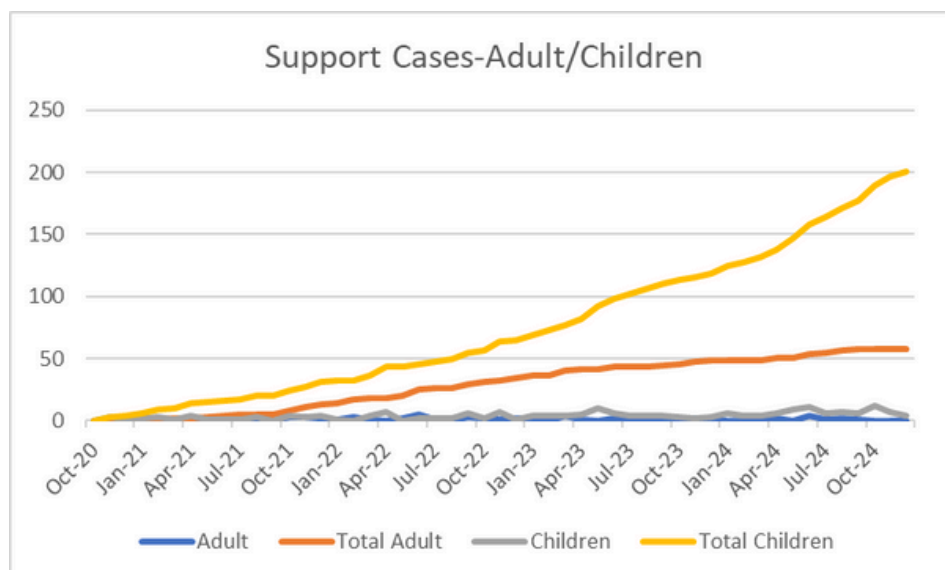
**CHUCK FLEGER**  
**EXECUTIVE DIRECTOR, AMBER**  
**ALERT NETWORK BRAZOS VALLEY**

# SUPPORT CASES

In 2024 we had our busiest year yet, providing support in a total of 92 cases of missing children and adults here in the Brazos Valley. This represents an increase of 37% as compared to 2023. These cases involved 82 cases of missing children under the age of 18 (a 55% increase as compared to the previous year) and 10 cases of missing adults.

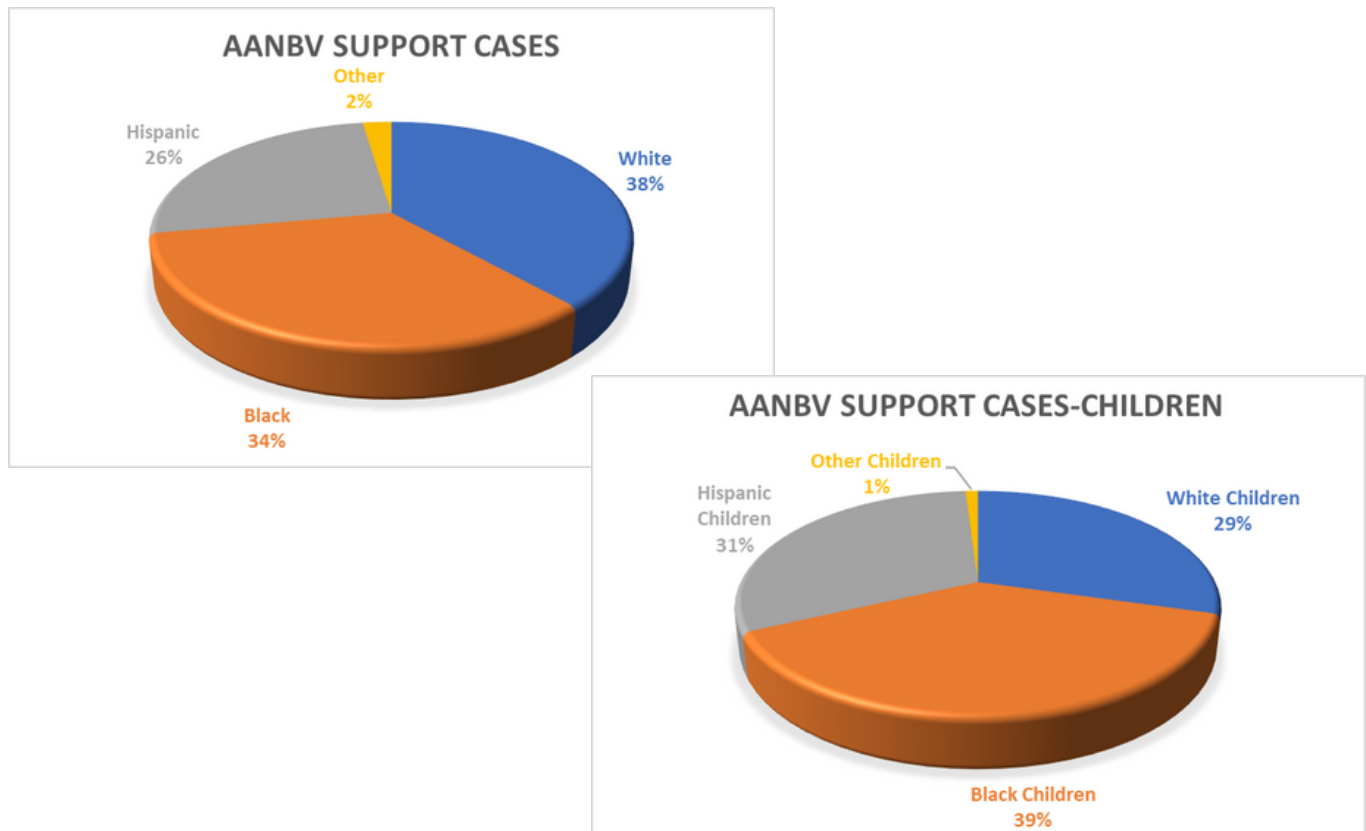


During the time between October 2020 and December 31, 2024, our staff has initiated a total of 258 support cases with 200 cases related to a missing child and another 58 for missing adults. While our involvement in missing children cases increased dramatically compared to past years, this increase is primarily due to partnerships with local law enforcement and a proactive approach regarding our involvement and assistance. Earlier notification helps lead to earlier recovery!



# RACIAL DEMOGRAPHICS

In the Brazos Valley we continue to see local statistics that are reflective of national trends as it pertains to missing persons of color. Every year in the United States, African Americans account for over 1/3 of missing person reports, almost 3 times their demographics in the population.



Our support case work acknowledges these national and local trends, and we understand the impact that this has on our local communities of color. Since October 2020, 62% of our support case work involves missing persons that are African American, Hispanic, or Asian.

Additionally, of our support cases involving missing children, 71.4% are for missing children of color. We continue to partner with the Black & Missing Foundation and local Spanish speaking media outlets to help raise awareness about these cases.



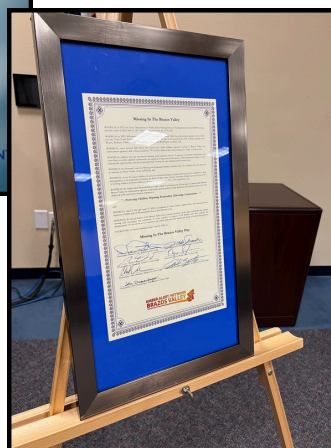
# PUBLIC AWARENESS

In addition to our support case work, we strive to shine a light on issues related to missing children and adults here in the Brazos Valley.

This year we conducted our 14th annual Missing Children's Day Poster Contest for 5th graders from throughout the region. For the 6th time, an entry to our local contest was judged to be the top entry in the state and went on to represent Texas at the national level!!



In April we held our 6th annual observance of "Missing In The Brazos Valley" day. This is a time to pause and remember those that are missing from among us, their families, and to re-dedicate our pledge to never give up until they are brought home!





Having an opportunity to meet the public face to face at family friendly events like 1st Friday and Halloweentown gives us the chance to raise awareness and distribute Child ID Kits to parents and guardians!



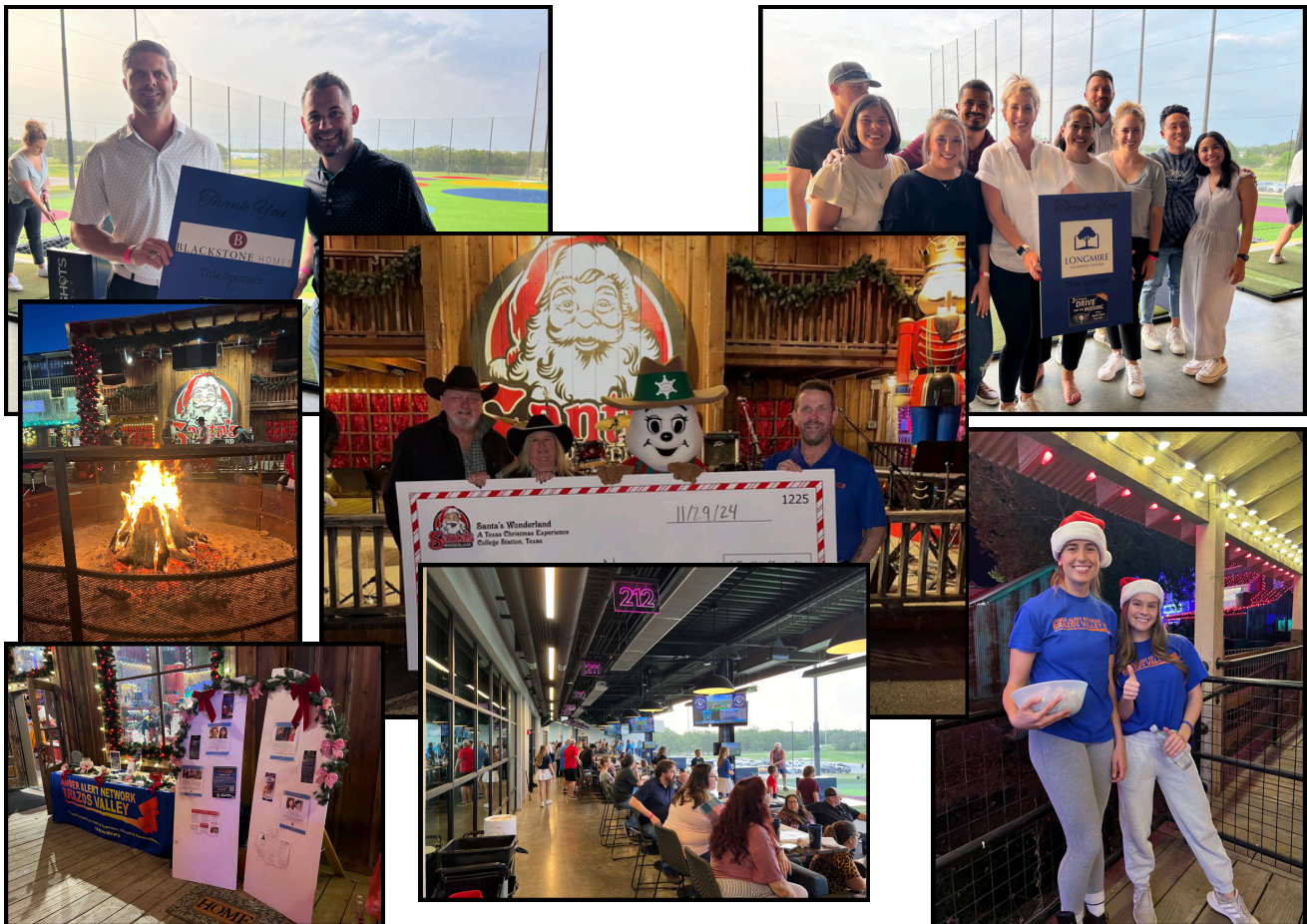
In October we held our inaugural “Honk For The Missing” event. Volunteers came out to help shine a light on long-term missing cases from here in the Brazos Valley.





# PUBLIC SUPPORT

Because of amazing support from businesses and citizens here in the Brazos Valley, we will grow as an organization in 2025! Through fundraisers like our 3rd annual “Drive For The Missing” at BigShots Golf Aggieland (now Top Golf), “Brazos Valley Gives” made possible by the Community Foundation of the Brazos Valley, and our 2nd “Cocoa For A Cause” night at Santa’s Wonderland, we will add a part-time staff position in the coming year. This will help provide organizational resiliency, allow more opportunities for public education and outreach, and increase our ability to quickly and consistently collaborate with local law enforcement and our partner agencies to rapidly and safely recover missing children! We continue to receive local governmental funding, but *we still need your partnership and your financial support that helps us in our work on behalf of the missing and those who seek them!*





# TRAINING

When it comes to the response to, and investigation of, missing children and adults, preparedness is key. During the past year, we continued our partnership with local law enforcement by providing training to enhance that readiness.

In June we provided training for local Detectives/Investigators that focused on planning, executing, and managing large scale search efforts and neighborhood canvass operations.

In December we facilitated a tabletop exercise for the Brazos Valley Child Abduction Response Team (BVCART) as part of their on-going certification through the Department of Justice. The BVCART has maintained this certification since 2011 with yearly trainings aimed at improving their readiness to respond to these critical cases. Since its formation, we have provided 46 different training events for BVCART, impacting over 1300 attendees, and providing over 9400 training hours!



# TESTIMONIALS

The work we do at the Amber Alert Network Brazos Valley, as exhibited in this report, is captured in photos, statistics, graphs, and charts that show and track activities and trends across the preceding year. While it is important to quantify these efforts, we cannot ever forget the most important reason for the work we do; people, the missing and their loved ones.

Our work is possible because of you. You enhance our efforts by sharing flyers of the missing, by providing financial support for our work, and by never forgetting that every day there are people here in the Brazos Valley that go to bed at night not knowing where their loved ones are.

These testimonials offer a tiny glimpse of what those loved ones go through and remind us of the impact of what is being done on their behalf. We must never give up on this valuable work and we depend on your support and partnership whenever there is someone missing from among us.

*“When we hear about Amber Alerts, as parents, our hearts naturally go out to those involved. We instinctively hope and pray for a swift and positive resolution. Every child deserves safety, and no parent should endure such a terrifying ordeal.*

*In 2024, we found ourselves relying on your services. Our daughter, who had never shown any signs of wanting to run away, disappeared in the middle of the night.*

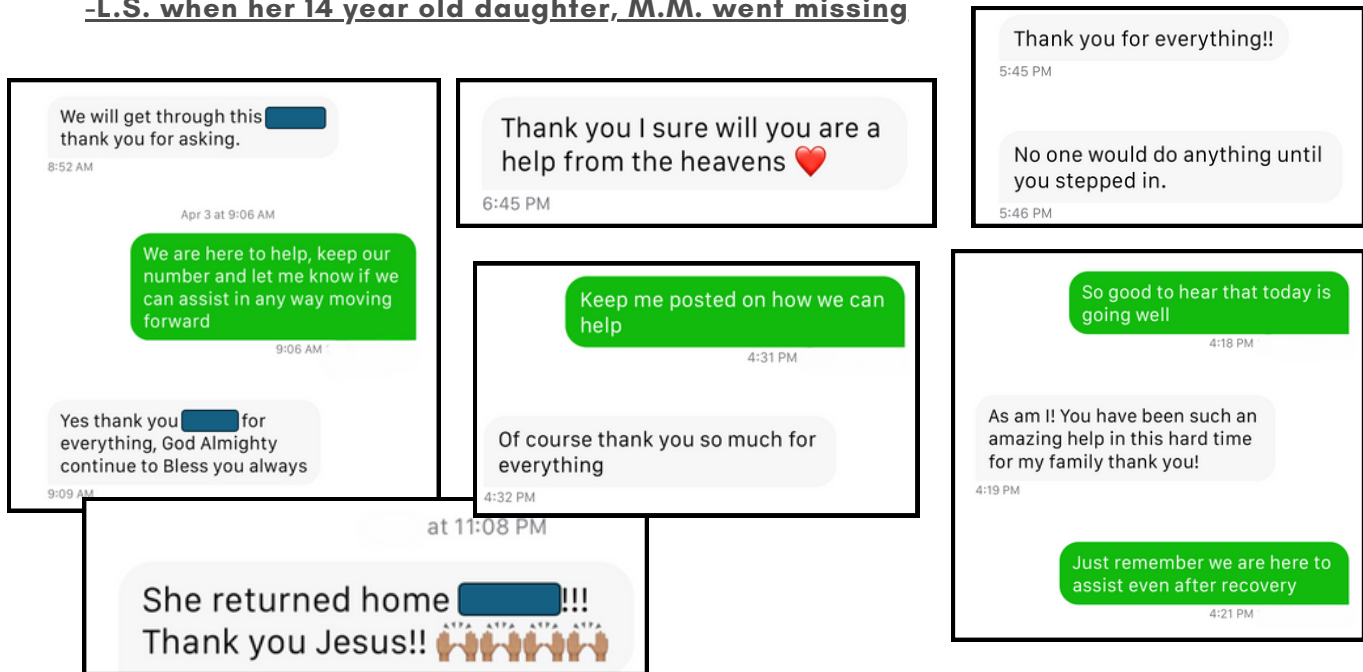
*For 10 agonizing hours, we were the parents of a missing child. The emotions, pain, and thoughts during that time are indescribable. While much of that period is a blur, I distinctly remember the need for hope and competence. We needed people who were experts in finding missing children, and your expertise provided us with the hope we desperately needed. Thanks to the exceptional work of the Amber Alert Network Brazos Valley, we didn't feel alone, lost, or hopeless. Instead, we felt supported, grounded, and hopeful.*

*There are few callings more noble than protecting families and keeping children and vulnerable populations safe. We are incredibly grateful for the work you do. Our situation had a positive outcome: our daughter is now thriving. I hope that any family facing a missing person situation receives the same level of support and compassion that we did. Thank you for your invaluable service!”*

-B.W. when her 14 year old daughter, M.W. went missing

***“When we woke up to find our daughter gone, panic set in and we just ran around for a bit in fear, anger, and despair. I felt like the minutes were hours. I had no idea what to do so I turned to a friend of mine who told me about the Amber Alert Network Brazos Valley. I felt like I was in good hands from the first time I spoke to them, they were so understanding and knowledgeable. They made me feel as if this could be fixed. Within the hour, they had a post put up online and a flyer made. They reached out to our family daily while our daughter was missing. It was their posting that helped us to bring her home. Our family would like to thank all those who supported our family during this tough time.”***

**-L.S. when her 14 year old daughter, M.M. went missing**



***“I am reaching out to let you know that my family and I are truly grateful for the help you provided us during the hard times we went through when my daughter ran away. Those were the hardest and scariest moments of our lives. I know that it was your fast thinking and actions through social media and other resources that made finding her more efficient. We are forever grateful, and we appreciate all the information you provided for us to help her get through this. Thank you for always checking up on her to make sure she was getting better. May the good Lord continue to bless you and your organization with abundant health and wisdom.***

***Blessings from a grateful family.”***

**-L.B.V. when her 17 year old daughter, S.V. went missing**



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**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 3/11/2025

ITEM: Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of March 5, 2025.  
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of March 5, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/05/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Budget_to_Actuals_FY_2025.pdf</a>	FY 2024-2025 Budget to Actuals by Fund as of 3/5/2025	Backup Material
<a href="#">FY_25_Contingency_Budget_to_Actuals_Fund.pdf</a>	FY 2024-2025 Contingency Budget to Actuals by Fund as of 3/5/2025	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
<b>Taxes</b>	<b>119,608,263</b>	<b>131,167,122</b>	<b>139,852,629</b>	<b>110,742,170</b>	<b>79%</b>
Charges for Services	14,373,002	13,985,011	13,624,275	4,180,812	31%
<b>Interest Income</b>	<b>8,311,341</b>	<b>12,656,049</b>	<b>10,275,000</b>	<b>3,710,146</b>	<b>36%</b>
Other Revenue	1,265,902	2,820,246	1,086,700	519,881	48%
<b>Reserves</b>	<b>-</b>	<b>0</b>	<b>101,741,160</b>	<b>-</b>	<b>-</b>
Intergovernmental	8,218,468	968,398	857,002	413,734	48%
<b>Other Financing Sources</b>	<b>215,777</b>	<b>190,452</b>	<b>210,000</b>	<b>110,207</b>	<b>52%</b>
<b>Total Revenue</b>	<b>\$151,992,753</b>	<b>\$161,787,279</b>	<b>\$267,646,766</b>	<b>\$119,676,950</b>	<b>45%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	<b>49,486,058</b>	<b>57,114,903</b>	<b>65,886,023</b>	<b>24,086,883</b>	<b>37%</b>
<b>Outside Labor Costs</b>	<b>104,348</b>	<b>177,763</b>	<b>163,000</b>	<b>108,141</b>	<b>66%</b>
<b>Benefits</b>	<b>27,183,091</b>	<b>31,575,201</b>	<b>37,844,757</b>	<b>14,033,833</b>	<b>37%</b>
<b>Supplies and Other Charges</b>	<b>9,058,121</b>	<b>9,412,807</b>	<b>12,861,535</b>	<b>4,765,341</b>	<b>37%</b>
<b>Contingency</b>	<b>-</b>	<b>-</b>	<b>7,173,793</b>	<b>-</b>	<b>-</b>
<b>Repairs and Maintenance</b>	<b>4,532,190</b>	<b>9,794,592</b>	<b>21,788,638</b>	<b>2,967,696</b>	<b>14%</b>
<b>Contractual Services</b>	<b>9,372,616</b>	<b>8,872,895</b>	<b>10,745,147</b>	<b>4,115,641</b>	<b>38%</b>
<b>Professional Services</b>	<b>6,379,393</b>	<b>7,516,511</b>	<b>14,152,695</b>	<b>2,584,904</b>	<b>18%</b>
<b>Community Contracts</b>	<b>4,716,979</b>	<b>5,616,842</b>	<b>7,570,308</b>	<b>3,241,345</b>	<b>43%</b>
<b>Capital Outlay</b>	<b>7,260,102</b>	<b>7,220,517</b>	<b>12,168,102</b>	<b>1,575,726</b>	<b>13%</b>
<b>Other Financing Uses</b>	<b>20,917,731</b>	<b>478,638</b>	<b>77,292,768</b>	<b>15,843,920</b>	<b>20%</b>
<b>Total Expense</b>	<b>\$139,010,628</b>	<b>\$137,780,669</b>	<b>\$267,646,766</b>	<b>\$73,323,431</b>	<b>27%</b>



**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	Percent Received
Taxes	3,689,821	4,087,515	3,780,000	1,363,728	36%
Interest Income	119,177	318,887	250,000	136,345	55%
Other Revenue	1,500	2,750	-	-	-
Reserves	-	-	2,340,838	-	-
Other Financing Sources	246,080	46,707	-	-	-
<b>Total Revenue</b>	<b>\$4,056,579</b>	<b>\$4,455,859</b>	<b>\$6,370,838</b>	<b>\$1,500,072</b>	<b>24%</b>

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	32,881	19%
Benefits	41,481	36,337	76,620	15,198	20%
Supplies and Other Charges	30,866	32,748	139,175	17,708	13%
Contingency	-	-	548,989	-	-
Repairs and Maintenance	-	-	2,502,500	-	-
Contractual Services	347,894	175,950	187,690	82,250	44%
Professional Services	24,960	5,300	5,500	5,300	96%
Community Contracts	1,370,205	1,110,866	1,050,000	340,567	32%
Capital Outlay	554,303	563,572	440,000	20,677	5%
Other Financing Uses	-	1,250,000	1,250,000	-	-
<b>Total Expense</b>	<b>\$2,454,451</b>	<b>\$3,249,791</b>	<b>\$6,370,838</b>	<b>\$514,580</b>	<b>8%</b>

**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	3,368	31%
Reserves	-	-	244,000	-	-
Intergovernmental	30,347	29,508	29,000	29,502	102%
<b>Total Revenue</b>	<b>\$35,403</b>	<b>\$43,271</b>	<b>\$284,000</b>	<b>\$32,870</b>	<b>12%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Repairs and Maintenance	-	-	284,000	165,000	58%
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$284,000</b>	<b>\$165,000</b>	<b>58%</b>



**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	Percent Received
Interest Income	9,140	23,062	15,000	9,583	64%
Reserves	-	-	94,000	-	-
<b>Total Revenue</b>	<b>\$9,140</b>	<b>\$23,062</b>	<b>\$109,000</b>	<b>\$9,583</b>	<b>9%</b>

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	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$109,000</b>	<b>-</b>

**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	36,798	39%
Interest Income	1,942	8,101	5,000	3,467	69%
Reserves	-	-	167,500	-	-
<b>Total Revenue</b>	<b>\$166,057</b>	<b>\$113,175</b>	<b>\$267,500</b>	<b>\$40,264</b>	<b>15%</b>

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	15,836	6%
<b>Total Expense</b>	<b>\$62,593</b>	<b>\$65,385</b>	<b>\$267,500</b>	<b>\$15,836</b>	<b>6%</b>

**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	32,809,747	86%
Interest Income	433,637	1,392,213	1,000,000	456,723	46%
Other Revenue	397,231	487,494	480,000	318,276	66%
Reserves	-	-	23,000,000	-	-
<b>Total Revenue</b>	<b>\$32,559,083</b>	<b>\$41,888,401</b>	<b>\$62,480,000</b>	<b>\$33,584,746</b>	<b>54%</b>

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	16,695,311	27%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
<b>Total Expense</b>	<b>\$26,198,989</b>	<b>\$37,377,270</b>	<b>\$62,480,000</b>	<b>\$16,715,311</b>	<b>27%</b>

**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	Percent Received
<b>Reserves</b>	-	-	<b>82,738</b>	-	-
Intergovernmental	14,872	37,584	36,900	19,241	52%
<b>Total Revenue</b>	<b>\$14,872</b>	<b>\$37,584</b>	<b>\$119,638</b>	<b>\$19,241</b>	<b>16%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Supplies and Other Charges</b>	<b>12,741</b>	<b>25,911</b>	<b>119,638</b>	<b>1,684</b>	<b>1%</b>
<b>Total Expense</b>	<b>\$12,741</b>	<b>\$25,911</b>	<b>\$119,638</b>	<b>\$1,684</b>	<b>1%</b>

**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	Percent Received
Charges for Services	623	410	400	20	5%
<b>Interest Income</b>	<b>15,192</b>	<b>36,545</b>	<b>30,000</b>	<b>13,313</b>	<b>44%</b>
<b>Reserves</b>	-	-	699,000	-	-
<b>Total Revenue</b>	<b>\$15,815</b>	<b>\$36,955</b>	<b>\$729,400</b>	<b>\$13,333</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
<b>Supplies and Other Charges</b>	-	-	30,400	-
<b>Contractual Services</b>	-	-	699,000	-
<b>Total Expense</b>	-	-	<b>\$729,400</b>	-

**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	102,080	34%
Interest Income	31,036	69,629	60,000	24,967	42%
Reserves	-	-	1,268,000	-	-
<b>Total Revenue</b>	<b>\$395,347</b>	<b>\$374,888</b>	<b>\$1,628,000</b>	<b>\$127,047</b>	<b>8%</b>

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	51,799	39%
Benefits	56,889	62,648	84,743	26,740	32%
Supplies and Other Charges	725	17,345	8,500	938	11%
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	133,123	325,340	15,072	5%
Capital Outlay	-	22,822	-	-	-
<b>Total Expense</b>	<b>\$488,964</b>	<b>\$360,313</b>	<b>\$1,628,000</b>	<b>\$94,548</b>	<b>6%</b>

**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	92,620	34%
Interest Income	30,786	74,394	66,000	29,163	44%
Reserves	-	-	1,440,000	-	-
<b>Total Revenue</b>	<b>\$321,336</b>	<b>\$355,249</b>	<b>\$1,781,000</b>	<b>\$121,783</b>	<b>7%</b>

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	287	0%
<b>Total Expense</b>	<b>\$253,734</b>	<b>\$220,953</b>	<b>\$1,781,000</b>	<b>\$287</b>	<b>0%</b>

**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	32,280	36%
Interest Income	5,325	6,601	-	3,308	-
Reserves	-	-	161,000	-	-
Other Financing Sources	294,951	-	-	-	-
<b>Total Revenue</b>	<b>\$415,322</b>	<b>\$95,606</b>	<b>\$251,800</b>	<b>\$35,589</b>	<b>14%</b>

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	599	24%
Contingency	-	-	168,131	-	-
Repairs and Maintenance	13,633	4,633	20,000	-	-
Contractual Services	-	-	50,000	450	1%
Community Contracts	1,011	1,062	1,159	645	56%
Capital Outlay	-	6,263	10,000	-	-
<b>Total Expense</b>	<b>\$549,334</b>	<b>\$14,895</b>	<b>\$251,800</b>	<b>\$1,694</b>	<b>1%</b>



**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	11,050	32%
Interest Income	4,523	12,673	11,000	5,023	46%
Reserves	-	-	256,000	-	-
<b>Total Revenue</b>	<b>\$37,947</b>	<b>\$48,492</b>	<b>\$301,800</b>	<b>\$16,074</b>	<b>5%</b>

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	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$301,800</b>	<b>-</b>

**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	48,743	41%
Interest Income	5,326	14,174	12,000	5,988	50%
Reserves	-	-	297,000	-	-
<b>Total Revenue</b>	<b>\$89,788</b>	<b>\$140,653</b>	<b>\$429,000</b>	<b>\$54,730</b>	<b>13%</b>

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	24,696	32%
Benefits	1,553	4,718	19,304	6,120	32%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
<b>Total Expense</b>	<b>\$170,763</b>	<b>\$64,914</b>	<b>\$429,000</b>	<b>\$30,817</b>	<b>7%</b>

**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	Percent Received
Charges for Services	595	320	200	5	3%
Interest Income	131	75	65	30	47%
Reserves	-	-	1,500	-	-
Total Revenue	\$726	\$395	\$1,765	\$35	2%

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	9,252	32%
Interest Income	4,324	10,515	10,000	1,446	14%
Reserves	-	-	82,000	-	-
<b>Total Revenue</b>	<b>\$32,534</b>	<b>\$40,584</b>	<b>\$121,200</b>	<b>\$10,698</b>	<b>9%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	10,166	13,388	17,800	130	1%
Contingency	-	-	97,200	-	-
Contractual Services	889	-	6,200	-	-
Capital Outlay	-	148,938	-	-	-
<b>Total Expense</b>	<b>\$11,055</b>	<b>\$162,326</b>	<b>\$121,200</b>	<b>\$130</b>	<b>0%</b>

**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	2,624	31%
Interest Income	2,647	6,831	6,000	2,582	43%
Reserves	-	-	134,000	-	-
<b>Total Revenue</b>	<b>\$12,706</b>	<b>\$15,135</b>	<b>\$148,400</b>	<b>\$5,206</b>	<b>4%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	148,400	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$148,400</b>	<b>-</b>

**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	Percent Received
Charges for Services	5,329	304	-	43,175	-
Interest Income	918	1,965	-	1,288	-
Reserves	-	-	37,827	-	-
<b>Total Revenue</b>	<b>\$6,247</b>	<b>\$2,269</b>	<b>\$37,827</b>	<b>\$44,463</b>	<b>118%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	2,563	235	17,636	2,420	14%
Contingency	-	-	20,191	-	-
Capital Outlay	5,133	-	-	-	-
<b>Total Expense</b>	<b>\$7,696</b>	<b>\$235</b>	<b>\$37,827</b>	<b>\$2,420</b>	<b>6%</b>

**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	103	103%
Other Revenue	150	75	150	75	50%
Reserves	-	-	5,300	-	-
Total Revenue	\$263	\$352	\$5,550	\$178	3%

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	Percent Received
Interest Income	2,428	5,975	5,000	2,181	44%
Other Revenue	2,500	2,500	2,500	-	-
Reserves	-	-	114,000	-	-
Total Revenue	\$4,928	\$8,475	\$121,500	\$2,181	2%

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	-	-	-
<b>Total Revenue</b>	<b>\$16,804</b>	-	-	-

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	-	-	-
<b>Total Expense</b>	<b>\$16,804</b>	-	-	-

**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	Percent Received
Taxes	8,389	2,465	2,500	2,335	93%
Interest Income	23,620	53,643	48,000	18,926	39%
Reserves	-	-	378,266	-	-
Total Revenue	\$32,009	\$56,108	\$428,766	\$21,261	5%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,117	2,196	26,750	1,604	6%
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	\$1,604	0%

**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
<b>Public Health Revenue</b>	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	2,310,337	54%
<b>Other Financing Sources</b>	336,489	478,638	1,148,482	-	-
<b>Total Revenue</b>	<b>\$2,940,325</b>	<b>\$4,810,663</b>	<b>\$5,409,721</b>	<b>\$2,310,337</b>	<b>43%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	1,748,464	2,794,329	3,394,634	1,261,122	37%
<b>Benefits</b>	813,685	1,211,302	1,461,116	531,556	36%
<b>Supplies and Other Charges</b>	106,792	176,139	115,324	36,371	32%
<b>Contingency</b>	-	-	303,192	-	-
<b>Repairs and Maintenance</b>	5,186	3,637	4,900	724	15%
<b>Contractual Services</b>	116,713	403,012	110,055	100,444	91%
<b>Professional Services</b>	-	2,500	2,500	3,200	128%
<b>Capital Outlay</b>	158,206	377,396	18,000	51,788	288%
<b>Total Expense</b>	<b>\$2,949,047</b>	<b>\$4,968,314</b>	<b>\$5,409,721</b>	<b>\$1,985,204</b>	<b>37%</b>

**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	Percent Received
Intergovernmental	7,495,180	1,509,822	20,884,000	-	-
<b>Other Financing Sources</b>	-	-	15,784,000	15,610,777	99%
<b>Total Revenue</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$15,610,777</b>	<b>43%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Expenditures Budgeted in Excess of Actual	7,299,824	(478,903)	-	-	-
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	2,060,175	6%
<b>Total Expense</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$2,060,175</b>	<b>6%</b>

**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	-	18,628	-
Intergovernmental	-	1,026,255	1,050,000	1,050,000	100%
<b>Total Revenue</b>	-	<b>\$1,049,224</b>	<b>\$1,050,000</b>	<b>\$1,068,628</b>	<b>102%</b>

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	165,110	38%
Benefits	-	110,487	110,880	40,546	37%
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	-	-
<b>Total Expense</b>	-	<b>\$1,049,224</b>	<b>\$1,050,000</b>	<b>\$205,656</b>	<b>20%</b>

**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	Percent Received
Interest Income	1,599	4,597	4,300	1,443	34%
Other Revenue	8,000	60	-	-	-
Reserves	-	-	116,311	-	-
Total Revenue	\$9,599	\$4,657	\$120,611	\$1,443	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	4,796	3,237	63,100	1,397	2%
Contingency	-	-	23,511	-	-
Repairs and Maintenance	1,369	-	4,000	-	-
Capital Outlay	7,608	-	30,000	-	-
Total Expense	\$13,773	\$3,237	\$120,611	\$1,397	1%

**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	Percent Received
Charges for Services	32,611	11,242	20,000	36,351	182%
Interest Income	5,816	12,302	11,000	3,805	35%
Reserves	-	-	215,900	-	-
Total Revenue	\$38,427	\$23,544	\$246,900	\$40,156	16%

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	34,903	41%
Benefits	9,588	10,539	39,520	15,764	40%
Supplies and Other Charges	11,007	18,986	20,649	16,853	82%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	180	1%
Other Financing Uses	-	9,000	-	-	-
Total Expense	\$41,339	\$65,990	\$246,900	\$67,701	27%

**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	Percent Received
Charges for Services	70,904	14,088	25,000	11,368	45%
Interest Income	1,264	3,591	2,500	932	37%
Reserves	-	-	64,000	-	-
<b>Total Revenue</b>	<b>\$72,167</b>	<b>\$17,679</b>	<b>\$91,500</b>	<b>\$12,300</b>	<b>13%</b>

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	4,605	39%
Contingency	-	-	53,800	-	-
Repairs and Maintenance	-	5,620	10,000	-	-
Contractual Services	13,414	14,166	16,000	24,881	156%
<b>Total Expense</b>	<b>\$18,893</b>	<b>\$26,949</b>	<b>\$91,500</b>	<b>\$29,486</b>	<b>32%</b>



**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	Percent Received
Charges for Services	402,125	5,334	5,000	-	-
Interest Income	5,259	27,592	0	9,820	-
Reserves	-	-	104,000	-	-
<b>Total Revenue</b>	<b>\$407,384</b>	<b>\$32,926</b>	<b>\$109,000</b>	<b>\$9,820</b>	<b>9%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	174	4,735	-	-
Professional Services	-	-	104,265	6,500	6%
<b>Total Expense</b>	<b>-</b>	<b>\$174</b>	<b>\$109,000</b>	<b>\$6,500</b>	<b>6%</b>

**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	Percent Received
Interest Income	494	497	500	655	131%
Other Revenue	-	30,000	10,000	10,000	100%
Reserves	-	-	37,436	-	-
Total Revenue	\$494	\$30,497	\$47,936	\$10,655	22%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
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	3,744	50%
Total Expense	\$23,527	\$7,500	\$47,936	\$3,744	8%

**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	10,099,531	95%
Interest Income	345,490	541,787	450,000	104,572	23%
Reserves	-	-	2,500,000	-	-
Other Financing Sources	-	1,250,000	1,250,000	-	-
<b>Total Revenue</b>	<b>\$10,144,527</b>	<b>\$13,564,320</b>	<b>\$14,807,305</b>	<b>\$10,204,104</b>	<b>69%</b>

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	1,775,930	12%
<b>Total Expense</b>	<b>\$9,028,173</b>	<b>\$11,864,575</b>	<b>\$14,807,305</b>	<b>\$1,775,930</b>	<b>12%</b>

**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	Percent Received
Interest Income	515,615	411,956	482,000	84,513	18%
Other Revenue	2,929	-	-	-	-
Reserves	-	-	5,600,000	-	-
Other Financing Sources	-	-	-	233,143	-
<b>Total Revenue</b>	<b>\$518,544</b>	<b>\$411,956</b>	<b>\$6,082,000</b>	<b>\$317,656</b>	<b>5%</b>

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	632,060	5,300,000	1,442,082	27%
<b>Total Expense</b>	<b>\$4,602,397</b>	<b>\$3,030,069</b>	<b>\$6,082,000</b>	<b>\$1,442,082</b>	<b>24%</b>

**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	Percent Received
Interest Income	212,288	1,070,010	1,040,000	247,503	24%
Reserves	-	-	16,298,000	-	-
Other Financing Sources	20,009,102	-	-	-	-
Total Revenue	\$20,221,390	\$1,070,010	\$17,338,000	\$247,503	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contractual Services	-	5,741,125	17,338,000	1,977,314	11%
Debt Service	203,216	-	-	-	-
Total Expense	\$203,216	\$5,741,125	\$17,338,000	\$1,977,314	11%

**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	Percent Received
Interest Income	109,492	500,363	263,000	117,478	45%
Reserves	-	-	5,788,000	-	-
Other Financing Sources	10,307,719	-	-	-	-
<b>Total Revenue</b>	<b>\$10,417,211</b>	<b>\$500,363</b>	<b>\$6,051,000</b>	<b>\$117,478</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Capital Outlay	81,700	3,929,511	6,051,000	1,761,225	29%
Debt Service	102,830	-	-	-	-
<b>Total Expense</b>	<b>\$184,530</b>	<b>\$3,929,511</b>	<b>\$6,051,000</b>	<b>\$1,761,225</b>	<b>29%</b>

**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	Percent Received
Interest Income	106,296	561,066	540,000	174,209	32%
Reserves	-	-	10,420,000	-	-
Other Financing Sources	10,165,860	-	50,040,000	-	-
Total Revenue	\$10,272,156	\$561,066	\$61,000,000	\$174,209	0%

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)	-	-
<b>Reserves</b>	-	0	18,090,000	-
<b>Other Financing Sources</b>	20,893,118	4,180,663	10,320,286	-
<b>Total Revenue</b>	<b>\$20,995,474</b>	<b>\$4,143,163</b>	<b>\$28,410,286</b>	<b>-</b>

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	1,145,781	4%
<b>Total Expense</b>	<b>\$5,391,415</b>	<b>\$9,905,434</b>	<b>\$28,410,286</b>	<b>\$1,145,781</b>	<b>4%</b>



**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	27,567,563	23,136,458	9,995,482	43%
<b>Reserves</b>	-	-	10,500,000	-	-
<b>Total Revenue</b>	<b>\$23,006,476</b>	<b>\$27,567,563</b>	<b>\$33,636,458</b>	<b>\$9,995,482</b>	<b>30%</b>

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	95,374	16%
Benefits	133,569	106,496	255,837	50,645	20%
Supplies and Other Charges	53,669	58,937	124,895	34,151	27%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	10	8%
Contractual Services	21,346,651	23,176,197	26,691,952	8,790,499	33%
Professional Services	379,176	372,198	425,200	150,868	35%
<b>Total Expense</b>	<b>\$22,140,208</b>	<b>\$23,935,739</b>	<b>\$33,636,458</b>	<b>\$9,121,546</b>	<b>27%</b>

**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	(1,972,374.88)	5,121,366.12
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
<b>Total General Fund Contingency</b>	<b>7,173,793.00</b>	<b>(1,973,374.88)</b>	<b>5,200,418.12</b>

\* 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
<b>Total HOT Fund Contingency</b>	<b>548,989.00</b>	<b>-</b>	<b>548,989.00</b>

\* 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
<b>Total Unclaimed Property Fund Contingency</b>	<b>87,200.00</b>	<b>-</b>	<b>87,200.00</b>

\* 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
<b>Total Count Clerk Records Management Fund Contingency</b>	<b>1,074,884.00</b>	<b>-</b>	<b>1,074,884.00</b>

\* 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
<b>Total Count Clerk Archival Fund Contingency</b>	<b>1,206,000.00</b>	<b>(2,200.00)</b>	<b>1,203,800.00</b>

\* 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
<b>Total Courthouse Security Fund Contingency</b>	<b>168,131.00</b>	<b>-</b>	<b>168,131.00</b>

\* 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
<b>Total Justice of the Peace Technology Fund Contingency</b>	<b>97,200.00</b>	<b>-</b>	<b>97,200.00</b>

\* 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
<b>Total Forfeiture Fund Contingency</b>	<b>20,191.00</b>	<b>-</b>	<b>20,191.00</b>

\* 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
<b>Total District Attorney Hot Check Collections Fund - Contingency</b>	<b>5,550.00</b>	<b>-</b>	<b>5,550.00</b>

\* 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
<b>Total Bail Bond Board Fund - Contingency</b>	<b>109,828.00</b>	<b>-</b>	<b>109,828.00</b>

\* 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
<b>Total Vehicle Inventory Interest Fund - Contingency</b>	<b>357,611.00</b>	<b>-</b>	<b>357,611.00</b>

\* 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	(79,783.76)	13,317.24
Metropolitan Planning - 424100	19,016.00	-	19,016.00
<b>Total Grant Fund Contingency</b>	<b>303,192.00</b>	<b>(270,858.76)</b>	<b>32,333.24</b>

\* 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
<b>Total Sheriff's Office Crime Fund Contingency</b>	<b>23,511.00</b>	<b>-</b>	<b>23,511.00</b>

\* 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
<b>Total District Attorney Crime Fund Contingency</b>	<b>82,219.00</b>	<b>-</b>	<b>82,219.00</b>

\* 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	(24,500.00)	29,300.00
<b>Total Primary Election Services Fund Contingency</b>	<b>53,800.00</b>	<b>(24,500.00)</b>	<b>29,300.00</b>

\* 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	233,143.00	1,015,143.00
<b>Total 43200 2020 Certificates of Obligation Contingency</b>	<b>782,000.00</b>	<b>233,143.00</b>	<b>1,015,143.00</b>

\* 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	(1,945,000.00)	-
<b>Total General Permanent Improvement Fund Contingency</b>	<b>1,945,000.00</b>	<b>(1,945,000.00)</b>	<b>-</b>

\* 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
<b>Total Health and Life Insurance Fund Contingency</b>	<b>5,524,827.00</b>	<b>-</b>	<b>5,524,827.00</b>

\* 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
<b>Total Jail Commissary Fund Contingency</b>	<b>346,688.00</b>	<b>-</b>	<b>346,688.00</b>

\* 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	(4,978.27)	59,021.73
<b>Total County Attorney Operating Fund Contingency</b>	<b>64,000.00</b>	<b>(4,978.27)</b>	<b>59,021.73</b>

\* Can only be used for this fund