



## **MINUTES**

**MARCH 18, 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 18, 2025 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Bentley Nettles, Commissioner of Precinct 1;  
Chuck Konderla, Commissioner of Precinct 2;  
Fred Brown, Commissioner of Precinct 3;  
Wanda J. Watson, Commissioner of Precinct 4;  
Karen McQueen, County Clerk, Absent;

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

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

Dr. Adam Perdue expressed his opposition to the East Loop Project noting, he does not believe there will be enough growth to support a need for the project. Dr. Perdue submitted a copy of his statements and supporting information for the minutes they are attached hereto.

Chris Barnes discussed Agricultural Valuations as it relates to beekeeping. He stated that Central Appraisal Districts disagree with business models for ag yard lease agreements and he shared his concerns that they could eventually disallow this practice. Mr. Barnes submitted a copy of his statements for the minutes they are attached hereto.

Cathie Viens expressed continued concerns regarding the redaction software program that the County recently purchased. Ms. Viens also asked that an East Loop town hall meeting be added to the agenda and encouraged the Court to volunteer with Meals on Wheels.

**Consider and take action on agenda items: 3 - 14**

3. Approval requested from Constable Pct. 2 to accept the grant award from the NRA Foundation in the amount of \$2,525.55 for department issued firearms.

A copy of the grant application 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. Request authorization to wire transfer up to \$250,898.90 to Health and Human Services Commission (HHSC) for Uncompensated Care (UC) Demonstration Year (DY) 7 (Federal Fiscal Year 2018) for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

Cathie Viens requested clarification on why this item is for Federal Fiscal Year 2018. Budget Officer Nina Payne explained that it is required by the State.

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

5. Consider and take action on the approval to purchase 2504 Kent Street, Bryan, Brazos County, Texas for the sum not to exceed \$2,255,000.00 by wire transfer to Scout Title & Abstract - BBS, LLC.

Cathie Viens questioned why the County is purchasing the property instead of leasing. Judge Peters stated that he believes purchasing the property will save taxpayer money. Commissioner Nettles shared that 911 evaluated several options and purchasing the property on Kent Street will be a better deal for residents. The Court entered into discussion on funding for 911 and rent payments for the building. 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.

6. Award of the following contracts for 101 North Texas Avenue based on the evaluation committee recommendations:
  - a. CIP 25-560 Architect for 101 North Texas Avenue. Recommended Award: PlanNorth Architectural Company
  - b. CIP 25-563 Construction Manager at Risk for 101 North Texas Avenue.

Recommended Award: SpawGlass Construction Corporation

Cathie Viens questioned why the County is using Certificates of Obligation instead of bonds for the building. Auditor Katie Conner provided an explanation on the use of Certificates of Obligation noting, the remaining cost of the project is budgeted in Fund Balance. Ms. Viens expressed concern regarding a tax rate increase and Judge Peters responded that the money has already been allocated for this project.

Dr. Adam Perdue asked that the Court reconsider building a new parking garage because he believes there are already enough existing parking options. Judge Peters explained the need for secure parking for the Judges and Prosecutors.

Commissioner Brown stated his intent to vote against this item due to lack of necessity and not receiving enough information on the matter. Judge Peters questioned whether staff met with Commissioner Brown to discuss this item and Commissioner Brown confirmed that they did meet.

Commissioner Nettles commended Project Manager Trevor Lansdown and Purchasing Agent Charles Wendt for their efforts to bring him up to speed on the matter. He explained that due to space limitations in the Courthouse, the need for additional space has become increasingly urgent. Commissioner Nettles then stressed his expectations to receive Quarterly updates on the project to ensure it is being completed timely and under budget.

A copy of the of contracts and bid tabulations is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-1. Ayes: Konderla, Nettles, Peters, Watson. Nays: Brown.

7. Consider and take action on the Frontier Communications utility permit to directional bore fiber optic conduit under Sweetwater Drive-7, Stillforest Circle-1, Whippoorwill Drive-2, Lakeland-1 and Shadowbrook Circle-1 within Sweetwater Subdivision to provide area residents internet services. Sites are located in Precinct 1.

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

8. Consider and take action on the Frontier Communications utility permit to directional bore fiber optic conduit under Greens Prairie Road – 2; Woodlake Drive – 14; Preakness Circle – 2; Greentree Circle – 2; Citation Circle – 2; Triple Bend Circle – 4; Triple Bend Road – 2; Derby Circle – 1; Belmont Circle – 1; Riva Ridge – 6 and Calumet Trail – 2 within Woodlake Subdivision to provide area residents internet services. Sites are located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by

Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

9. Consider and take action on the Frontier Communication utility permit to directional bore 3,242-feet of fiber optic conduit along Jones Road right of way. Site is located in Precinct 4.

Cathie Viens expressed interest in what the fiber optics look like for Precinct 4. Judge Peters explained the County is allowing Frontier Communication to access the right of way but they are a private company therefore, the County does not have information on their future plans. Commissioner Waston reiterated Judge Peters' comments regarding Frontier being a private company however, she does share an interest in her constituents receiving internet out in the County.

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

10. Approval requested for tax refund application for Robert Hoffman in the amount of \$270.12 pursuant to Tax Code Section 33.011.

A copy of the application is attached.

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

11. Tax Refund Applications for the following:

**Overpayments**

- a. Joan Hazelwood - \$271.11
- b. Florence Siegert - \$2,103.71
- c. Fidelity National Title - \$88.00
- d. Hugh Lindsay - \$34.09

**Payment in Error**

- e. Rogelio Espinoza & Mayra Chavez - \$752.61

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

12. Budget Amendments.

- FY 24/25 Budget Amendments 22.01 - 22.03

Cathie Viens questioned what the cost and revenue expectations are for the Parking Garage.

Budget Officer Nina Payne asked that Ms. Viens confirm the budget amendment she is referencing is 22.01. Upon receiving confirmation, Ms. Payne explained that the purpose of this amendment is to establish a budget for utilities, maintenance and contract services related to the parking garage. She shared that at this point, they can only

estimate what the annual cost will be.

Commissioner Brown expressed his continued concern with the County assuming control of the Parking Garage. Ms. Payne clarified that the County will not take control until April 15, 2025.

The Court voted unanimously to approve the budget amendments as follows:

22.01 - Reallocate fund for Facilities Services - Parking Garage.

22.02 - Transfer funds from Contingency to Veteran Services.

22.03 - Recognizing revenue for Child Protective Services.

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

13. 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.

14. Payment of Claims.

Approval of Payment of Claims

- a. 8208485 - 8208631
- b. 9203752 - 9203820

Commissioner Brown expressed concern over how the claims are identified. Treasurer Cristian Villarreal provided clarification on how the claims are listed.

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

15. Acknowledgement of the 2024 Annual Report for the Brazos Valley Groundwater Conservation District.

The Court acknowledged receipt of the 2024 Annual Report for the Brazos Valley Groundwater Conservation District.

16. Acknowledgment of the FY 2024-2025 Budget to Actuals by Fund as of March 12, 2025.

Acknowledgment of the FY 2024-2025 Contingency Budget to Actuals by Fund as of March 12, 2025.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of March 12, 2025.

17. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 27 juveniles in the detention center, 21 are male, 6 are female, and 38 have electronic monitors.

18. Sheriff's report on detention population.

Chief Deputy Kevin Stuart reported for Sheriff Wayne Dicky reported there were 703 inmates in jail, 609 inmates are male, 94 are female, and 45 have electronic monitors.

Chief Stuart then announced that Lieutenant Justin Marinari graduated from the FBI National Academy. He stated that the Sheriff's Office is very proud of Lt. Marinari and thanked him for his service.

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

Commissioner Konderla discussed the damage caused by the recent hail storm and encouraged the public to use common sense and seek local companies for hail damage repair. He also requested prayer for peace over the Country.

Commissioner Nettles asked that the County Extension Agent come to discuss what is being done within Brazos County to help support the honeybee population.

20. Adjourn.



FILED

2025 MAR 14 P 2:31

SEEN BOBBI J. JUSTICE  
Brazos County, Texas  
CLERK  
*Heather Brown*  
DEPUTY

**BRAZOS COUNTY  
BRYAN, TEXAS**

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET  
IN REGULAR SESSION ON MARCH 18, 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).**

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

**Consider and take action on agenda items: 3 - 14**

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  9. Consider and take action on the Frontier Communication utility permit to directional bore 3,242-feet of fiber optic conduit along Jones Road right of way. Site is located in Precinct 4.
  10. Approval requested for tax refund application for Robert Hoffman in the amount of \$270.12 pursuant to Tax Code Section 33.011.
  11. Tax Refund Applications for the following:

**Overpayments**

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17. Juvenile director's report on detention population.
18. Sheriff's report on detention population.



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

20. 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 18, 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

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

## Name

(PLEASE PRINT)

## Organization

(PLEASE PRINT)

Asylie Peters-Bowman

Co Clerks Off.

Victoria Martin

Co Clerks off.

Adam A Perdue

Citizen-NEL

Karen Simpson

self

Nina Payne

Budget

Delia Sandoval

Comm. Court

Aubrey Leggett

Comm. Court

Sharyl Lowe

Comm. Court

Marc Turner

auditor

Cathie Viens

taxpayer

Cynde Wiley

Self

MIKE STREET

Self

POUC VIENS

SELF

Chris Barnes

Self

ERIC CARWELL

BCIT

# BRAZOS COUNTY COMMISSIONER'S COURT

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

Name	Organization
(PLEASE PRINT)	(PLEASE PRINT)
Nick Philpotts JR	Citizen
Katie Conner	Audit
Nina Payne	Budget
Allison Lindblade	Co Judge
Pam Waggoner	Hall
Allen Hammack	No East Loop
WM. CHARLES WENDT	B/c purchasing
PRESLEY NELSON	V
Linda Ricketson	Juvenile
Sarah Accurso	Spaw Glass
Kimberly Rorer	co judge
Ed Bull	comm court
Jody Quimby	SELF
Kevin Straft	BCSO
Laura Blackburn	BC911

# BRAZOS COUNTY COMMISSIONER'S COURT

18 DAY OF March, 2025  
10 (AM/PM), Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Bob Lanikin	Project Management
Trevor Lansdown	Project Management
Wayne Dickson	S.O.
Spencer Mays	Budget
Paul Martinez	S.O.
Justin Marinari	SO
<del>John J. ...</del>	B+S
PATRICK CORLEY	BRAZOS Co. 911
Kevin Soyars	J. T
LAW BONEY	NAAO
JOE SALVATO	RFD
Jarvis Persons	DA

# BRAZOS COUNTY COMMISSIONER'S COURT

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

Name  
(PLEASE PRINT)

Organization  
(PLEASE PRINT)

Kyle Greenwood

NO EAST LOOP

Ed Ball

Co. Judge

Marsha Anderson

Co. Judge

Donald Lampo

Const. Pat 2

BRANDON THEIS

Brazos Cty IT

Jennifer Salazar

HR

Raanna McConathy

HR

Charles Coats

BCS HFH

Ben Holmes

Vet Serv.

Selen Washington

Delta

Cristian Villarreal

Treas

Praxhama Banerji

RIB

[Signature]

Self

[Signature]

Pat ofc.

My name is Chris Barnes; my wife & I have been residents of Brazos County for more than 40 years. I retired from being an IT administrator at Texas A&M University almost 10 years ago - and at that time we began keeping honey bees. Today we run about 60 colonies located at various properties in Brazos County - this might sound like a lot of hives, but in "beekeeper terms", this makes me just a busy hobbyist.

My purpose in speaking this morning is to help make you aware of an issue going on with how Agricultural Valuation for property taxes are handled for beekeeping - both across the state as well as here in Brazos County. In 2011, the 82nd legislature amended Tax Code Chapter 23, Subchapter D, Sect. 23.51 to allow beekeeping to qualify for a 1-d-1 Open Space Agricultural Valuation for property taxes. The law states that beekeeping can be used on land tracts of between 5 to 20 acres. This bill was signed and became effective on Jan 1, 2012. According to the author of the bill, Mr. Dennis Herbert, the main purpose of this law was to "*encourage more people to engage in keeping honey bees, both to increase the number of beekeepers, as well as to spread the honey bee colonies out across a wider landscape area in order to mitigate diseases & pests that affect honey bee populations*".

Since the law came into effect, it has had the desired effect <skip>

According to the Texas Beekeepers Association, the number of beekeepers in the state quadrupled from 1,851 in 2012 to 8,939 in 2022. I spoke 2 weeks ago about the situation currently affecting large Apiary businesses who provide pollination services undergoing very high losses. One of the things that should be noted for the first time since data has been available, non-commercial beekeepers have recorded LOWER losses than commercial beekeepers. This would indicate that the spreading out of colonies is having the desired effect at lowering colony losses.

Unfortunately, there are some in various County Appraisal District offices across the state who see this change in the tax code as nothing short of a way for people to cheat the county out of property tax revenues. Before I go on, I need to state that the folks at the Brazos CAD office have been fairly reasonable and easy to work with.

When my wife & I began keeping bees in 2013, we had the time to devote to undertaking a new activity - both in terms of learning how & what to do, as well as actually maintaining the hives. But many people who have property that could qualify for the Ag Valuation have other jobs or other obligations that prevent them from devoting the time & energy it takes to take on a new ranching type activity. Because of this, a new industry has emerged - the leasing bee colonies to property owners.

To be frank, this is why my wife & I operate ~60 colonies in Brazos County. We only need 6 colonies for our own Ag Valuation. The remainder are located in what we refer to as "Ag Yards" on property owned by others who lease our hives on an annual basis. The Ag Yard lease arrangements are a win:win situation for both property owners and beekeepers:

<skip>

- We reap the rewards of having more colonies - we make additional income from the lease of the hives, increase our honey production, sale of starter colonies, etc.
- The landowner is able to qualify for the Ag Valuation, lowering their tax bill, while not having to spend the time it would take to learn how to be a beekeeper & then maintain their colonies. The property owner also does not bear any of the risk for the beekeeping



operations. Obviously for this to make financial sense for the property owner, the amount of money they spend on the lease of the colonies has to be less than the tax savings they reap from the Ag Valuation.

This has become a very common business model across the entire state, with the Economic Law of Supply & Demand dictating the colony lease prices.

**But** (and you knew there was going to be a but),

Some of the CAD offices across the state bristle at this business model because it seems to be opposite from how other farming & ranching practices operate. In many other operations, a rancher who has cattle (for example) will sometimes lease land from a property owner. Of course, in those cases, it is again the Law of Supply & Demand that is dictating who pays whom. To be direct, in this business situation, it is not the land needed to keep bees that is in demand; what is in demand are hive colonies & someone to maintain those colonies. Speaking for myself, if people did not pay me to put colonies on their property, I would only run the 6 colonies I needed for my own property. The property owners need me far more than I need them.

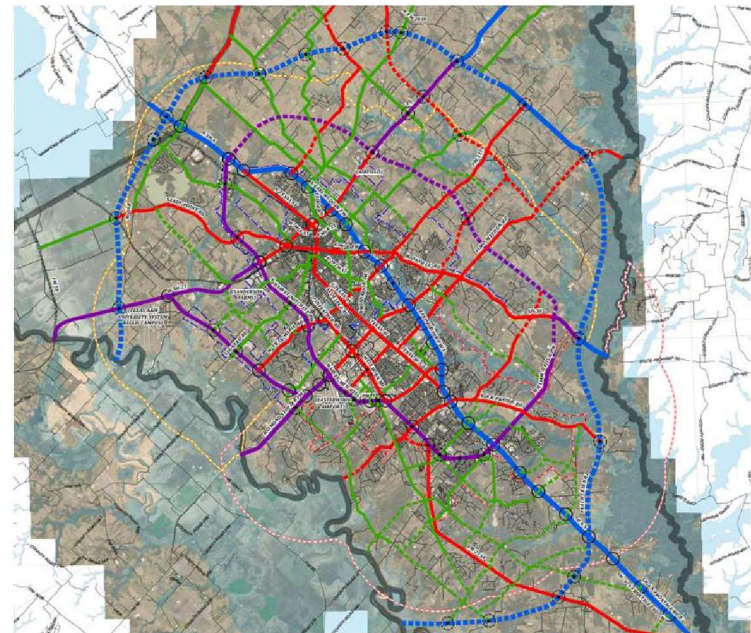
It has come to my attention that the Brazos CAD ag appraiser is one who has recently expressed dissatisfaction with the Ag Yard lease agreements between property owners & beekeepers. Nothing that I know of is officially in the works to change this policy. So while this is not currently a problem, my goal is to make sure that things are not changed which would create problems in the future. This is a system that is working for the property owners, the beekeepers, as well as fulfilling one of the original intentions of the tax code itself.

It is my understanding that the Commissioner's Court does not have any direct authority over the Brazos CAD office. Even if that is the case, I trust that those of you who sit on this council probably have some sort of indirect influence. I would ask that you use this influence to help beekeepers & property owners continue operating what is a working business relationship.

- The MPO and the County have been neither forthright nor transparent about the plans for the proposed loops
- The MPO and the County have not undertaken the very basic initial steps to justify the need nor the costs
  - There is no reason to expect this highway will alleviate traffic
  - Re-directing development is a negative not a positive

## What's Wrong with what we've gotten from the MPO?

- “We stood back from the map and drew a loop where we thought it looked good” – MPO official
  - This is actually truly a first step in standard transport planning but they've skipped steps 2-XXX
  - No Engineering support
    - “you have to have highways/infrastructure, because development and growth”
    - Traffic Studies?
    - Do we need three major roads?
      - Where?
    - For how much growth?



Brazos County  
population 371,000 2045 MPO forecast

Harris County  
Population 4,780,913  
2022 ACS 1-year

Houston Metro  
Population 7,340,118

Inner Loop East/ Proposed Major Arterial/ Proposed Freeway  
Approx distance from the intersection of Texas and University

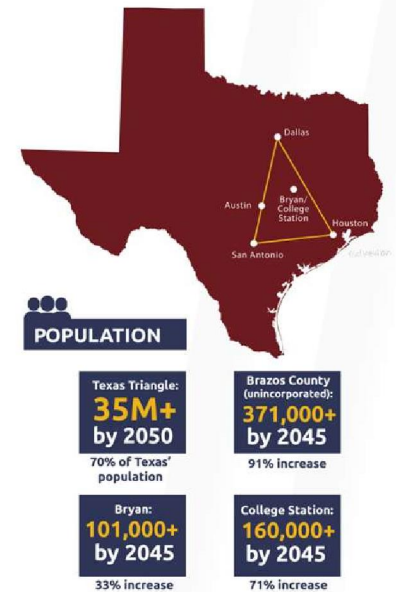
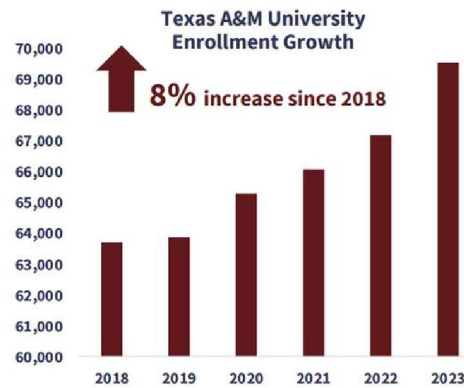
610/Beltway 8/Grand Parkway  
Approx distance from Downtown



# What's Wrong with what we've gotten from the MPO?

- Bad Demographics
  - Texas Triangle is the big Cities
  - Local growth is misleading
    - double counted
    - and incorrect
  - University is proposing a pause
    - Highlighting a 1.5% growth rate (slower than county forecast 1.9%)
    - During 25 by 25

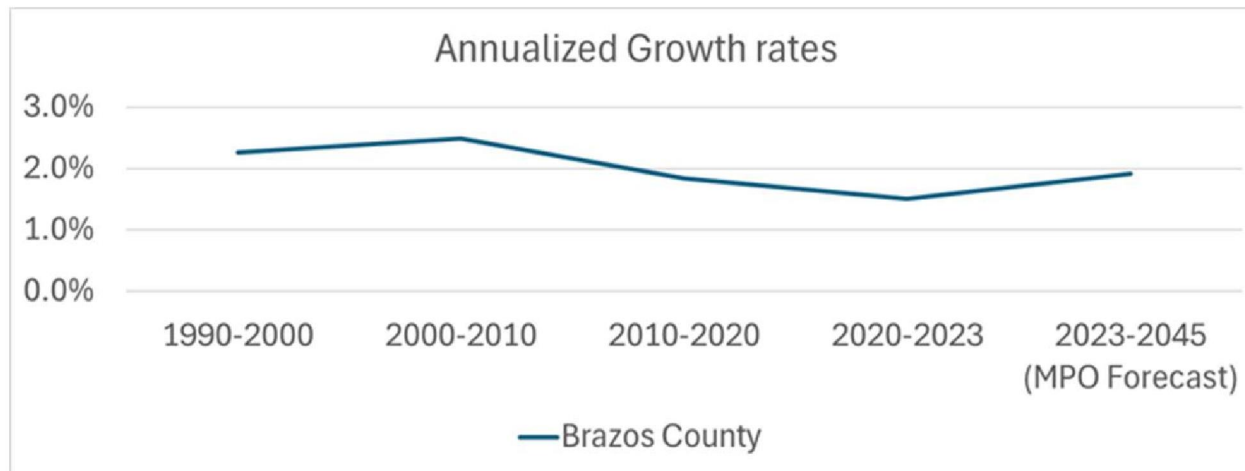
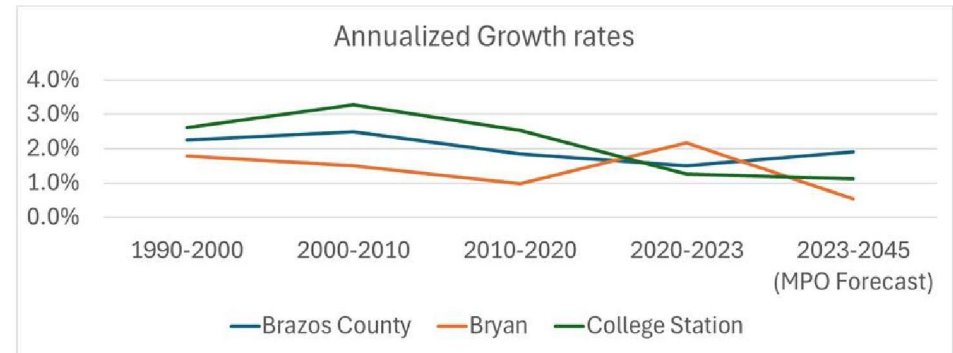
The Texas Triangle connects the metropolitan areas of Dallas/Fort Worth, Austin, San Antonio, and Houston. Brazos County and the Cities of Bryan and College Station are at the heart of The Texas Triangle offering economic opportunities to Texans and major employers.



# What's Wrong with what we've gotten from the MPO?

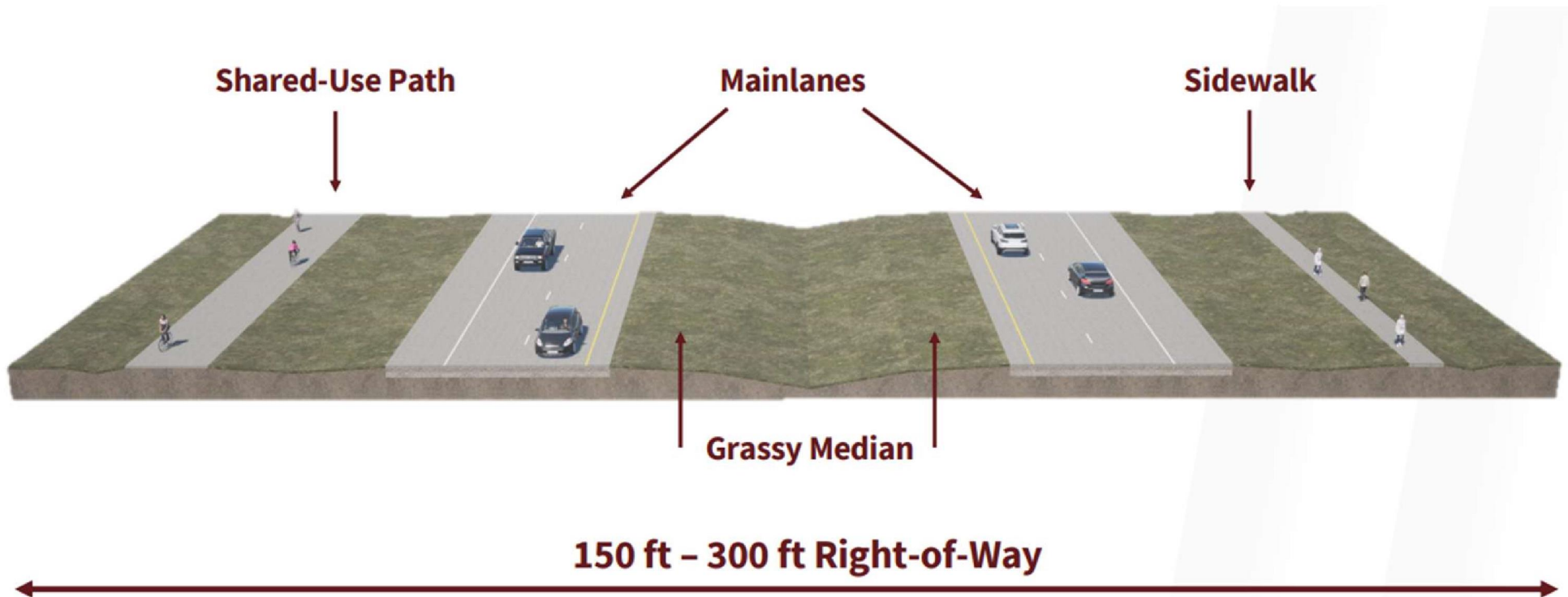
- Bad Demographics

- Total County may reach 371,000
  - Growth of 50% not 90%
  - Current 244,703
  - Unicorporated 29,898
- Requires the reversal of decades of falling growth rates
  - This requires unusual assumptions that should be made clear



## What's wrong with what we've gotten from the MPO?

- They are throwing a major highway at us and calling it a super arterial



What's wrong with what we've gotten from the MPO?

- In discussion they can't decide if it is a loop or a bypass
  - Doesn't matter because it will not fulfill either role

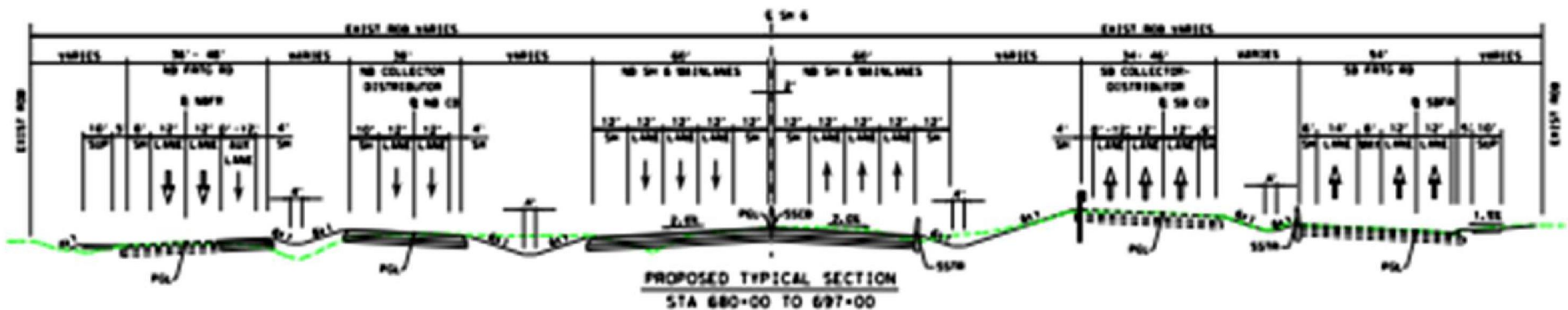
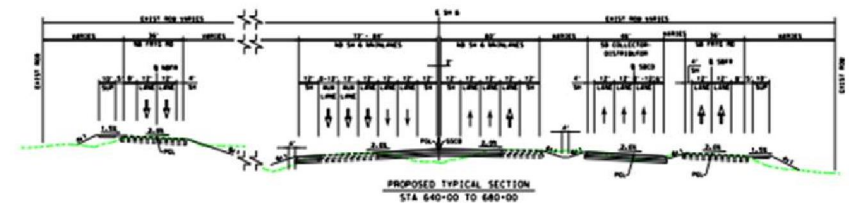
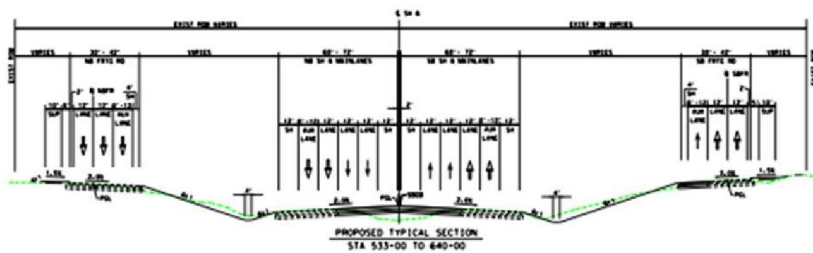


## What's wrong with what we've gotten from the MPO?

- There has been no transparent public notification to the public for discussion of the fundamental worthwhileness of this project
- At the public meeting all officials, consultants, and sub-consultants presented the decision solely as one of choosing the particular route
- Online comment solicitation does the same
- There is another choice, the right one, no freeway

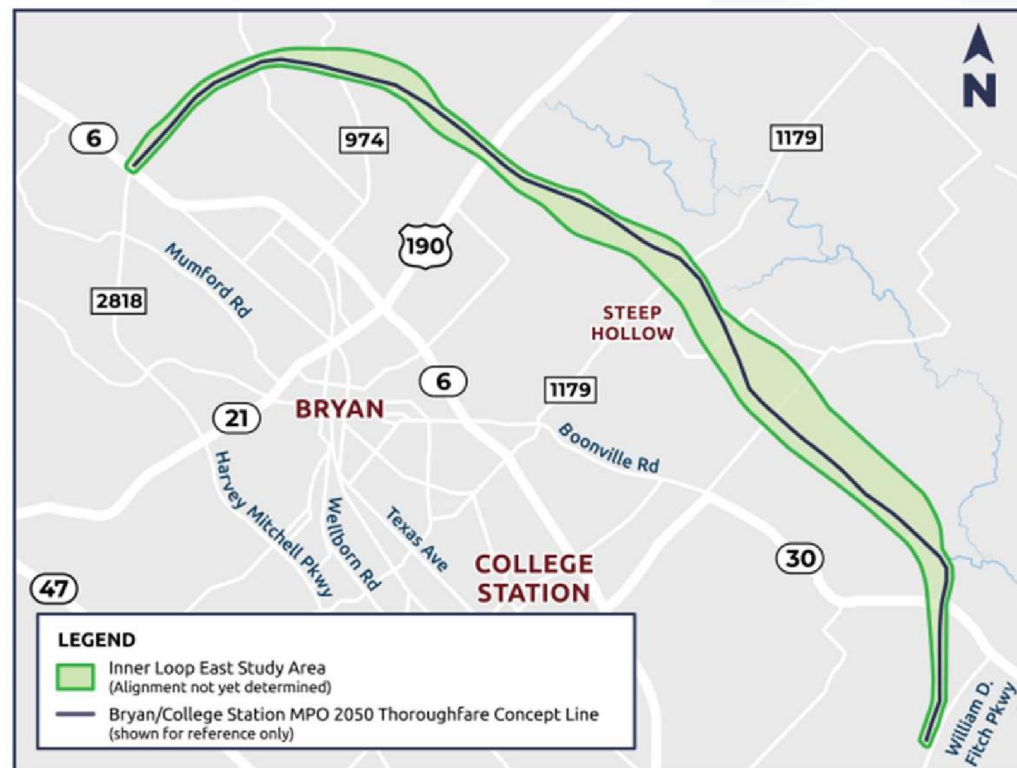
What is wrong with the highway as a Bypass “that will alleviate Traffic”

- We’re already massively widening 6 to alleviate traffic



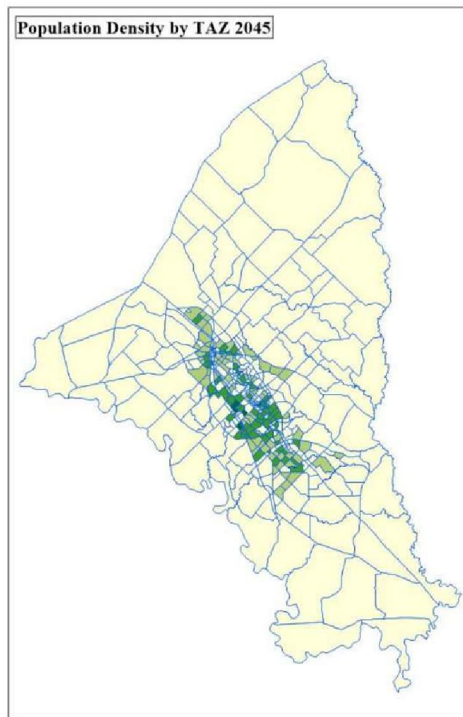
## What is wrong with the highway as a Bypass “that will alleviate Traffic”

- Longer
- 159 and SH 30 already “bypass” the bulk of traffic



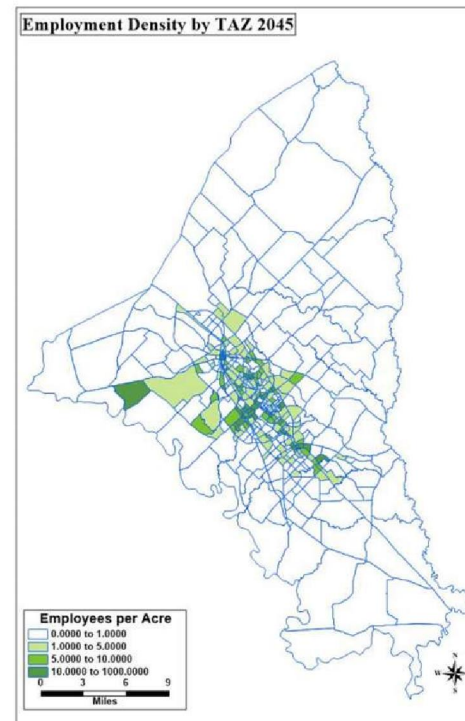
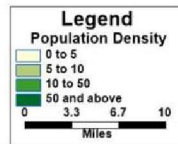
# What is wrong with the highway as a Bypass “that will alleviate Traffic”

- Does not connect people with the places they want to go
- Regular Daily traffic flows from East Brazos County to Bryan, TAMU, and Central College Station, not Hearne and Navasota



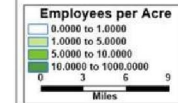
**Figure 3.2**

Population Density  
by TAZ  
2012 and 2045



**Figure 3.11**

Employment Density  
by TAZ  
2017 and 2045



With no regular destinations on either end this highway will take homes, ranches, farms, and destroy the environment at great financial costs, for no benefit.

## What is wrong with the highway as a Loop “that will redirect development”

- Extending this level of infrastructure to service low value land will never pay for itself (the only reason we are even considering this is that it is tax money from the state). This is especially true when compared to the option of utilizing existing infrastructure and shorter extensions.
- With no destinations on either end there is no traffic to support new business
- If it were going to happen, “Redirect Development” is another way to say “further hollow out Bryan and College Station”

# Texas “Redirected Development” from Downtown and College



## 6 “Redirected Development” from Downtown, College, 29<sup>th</sup> and Texas





Do we want further “Redirected Development”  
from Downtown,  
College,  
29<sup>th</sup>,  
Texas,  
and 6?



- The MPO and the County have been neither forthright nor transparent about the plans for the proposed loops
- The MPO and the County have not undertaken the very basic initial steps to justify the need nor the costs
  - There is no reason to expect this highway will alleviate traffic
  - Re-directing development is a negative not a positive



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Approval requested from Constable Pct. 2 to accept the grant award from the NRA Foundation in the amount of \$2,525.55 for department issued firearms.

TO: Commissioners Court

DATE: 03/10/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This was not originally put on C. Court for the grant. The grant has been awarded for 2,525.55. Grant Reference Number: 85TXE023.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[2025-03-10 NRA Foundation - Constable Pct. 2.pdf](#) NRA Foundation Grant Award - Pct. 2

Cover Memo



BRAZOS COUNTY, TEXAS  
GRANT APPLICATION APPROVAL FORM

Date: March 10, 2025

Requesting Department: Brazos County Constable Pct. 2

Grant Title: The NRA Foundation Grant

Granting Agency: The NRA Foundation

Amount Requested: \$ 5,892:95

Grant Term (Beg/End): 8/2024 - 8/2025

Project Description: Shot Guns- Beretta A300 Ultima Patrol 12 Gauge LE 7+1- 19" Barrel, 3" Chamber, Black Stock.

\*This was not originally put on C.Court to apply for the grant. The grant has been awarded for \$2,525.55. Grant Reference Number: 85TXE023.

Will this grant fund salary & benefits?  Yes  No

Is there County Match requirement?  Yes  No

Are there financial reporting requirements?  Yes  No

Who will do financial reporting? Chief Deputy Chris McDermott

Are there programmatic reporting requirements?  Yes  No

Who will do programmatic reporting? Chief Deputy Chris McDermott

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

Donald Long  
Authorized Signature

Approved by Commissioners Court on this 18 day of March 2025

[Signature]  
Commissioners Court Approval



HELP

## Award Summary

Organization: Brazos County Constable Pct. 2

Grant Reference Number: 25TXE023

Below you will see all the items you asked for in the grant application. Item descriptions, priority ranking, quantity requested, quantity recommended and the status of that item are listed. The status tells you if you were awarded all quantities of that item (Fully Awarded), some of the quantity requested (Partially Awarded) or none of that item (Not Awarded). You are able to print this list using the print icon at the bottom of this page.

Please review and print the information below. Click "Proceed to Next Step" once you are ready to move on.

### Monetary Award

ITEM DESC.	AMT REQUESTED	AMT AWARDED	STATUS
Beretta A300 Ultima Patrol 12 Gauge LE 7+1 - 19" Barrel, 3" Chamber, Black Stock	\$5,892.95	\$2,525.55	Partially Awarded

**GO BACK**



**PRINT**

**PROCEED TO NEXT  
STEP**

### Progress

1 Award Summary

② Monetary Award

Monetary Award (Cont'd)

③ Merchandise Award

Shipping Information

Review Shipping

Shipping Payment

④ Recognition

⑤ Reminder

⑥ Finished

For questions contact the grant department at 1-800-554-9498 or [grantprogram@nrahq.org](mailto:grantprogram@nrahq.org)

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11250 Waples Mill Road, Fairfax, VA 22030



HELP

## Monetary Award

This page lists items that you will receive a monetary award (a check) for. The item requested, unit cost, quantity asked for and the quantity and amount you were awarded are listed. The items awarded are the only items you are approved for and allowed to purchase. Substitutions or changes are not allowed. Unused funds must be returned to The NRA Foundation.

Remember, receipts or invoices marked paid must be submitted with your final report.

Teams and programs that receive funding for travel and competition, or "fostering" grants, must provide proof of miles traveled (a computer printout of the map and route used), starting and ending locations, name and date of competition or event, roster of participants, coaches and chaperones, and for meals whether breakfasts, lunches and/or dinners were purchased. Meals are reimbursed on a per diem basis at rates up to \$10 for breakfasts, \$15 for lunches, \$30 for dinners with a daily maximum of \$55.

Please review the information below.

### Monetary Award

ITEM DESC.	\$ REQUESTED	\$ AWARDED	STATUS
Beretta A300 Ultima Patrol 12 Gauge LE 7+1 - 19" Barrel, 3" Chamber, Black Stock	\$5,892.95	\$2,525.55	Partially Awarded

Total Check Award: \$2,525.55

 GO BACK

 PRINT

 PROCEED TO NEXT STEP

# Progress

- ① Award Summary
- ② Monetary Award
  - Monetary Award (Cont'd)
- ③ Merchandise Award
  - Shipping Information
  - Review Shipping
  - Shipping Payment
- ④ Recognition
- ⑤ Reminder
- ⑥ Finished

For questions contact the grant department at 1-800-554-9498 or [grantprogram@nrahq.org](mailto:grantprogram@nrahq.org)

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11250 Waples Mill Road, Fairfax, VA 22030





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Request authorization to wire transfer up to \$250,898.90 to Health and Human Services Commission (HHSC) for Uncompensated Care (UC) Demonstration Year (DY) 7 (Federal Fiscal Year 2018) for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/11/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Brazos County Local Provider Participation Fund (Fund 16000)

REQUIREMENTS: Funds must be set up using the TexNet system as required by HHSC. Last day to submit IGT on TexNet is Tuesday, March 18, 2025, with a settlement date of Wednesday, March 19, 2025.

NOTES/EXCEPTIONS: In accordance with Texas Administrative Code 1 TAC §355.8212, beginning in Federal Fiscal Year (FFY) 2024, all hospitals, except for state-owned and rural hospitals, are required to enroll, participate in, and comply with requirements for voluntary supplemental Medicaid or directed Medicaid programs for which the hospital is eligible within the State of Texas to participate in UC. Details on this requirement can be found §355.8212(c)(1)(F). For additional information, please visit: <https://pfd.hhs.texas.gov/hospitals-clinic/hospital-services/uncompensated-care-payments>

ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[DY7 UC Redistribution - Brazos LPPF.pdf](#)

IGT - UC Request

Cover Memo

[Uncompensated Care Overview.pdf](#)

Uncompensated Care Overview

Backup Material

[DY7 Redistribution UC IGT Allocation Form - Brazos LPPF.pdf](#)

UC IGT Backup

Backup Material

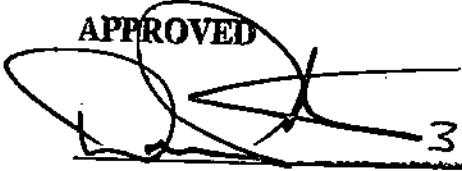


**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 3/18/2025  
ITEM: Request authorization to wire transfer up to \$250,898.90 to Health and Human Services Commission (HHSC) for Uncompensated Care (UC) Demonstration Year (DY) 7 (Federal Fiscal Year 2018) for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.  
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ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
DY7_UC_Redistribution_-_Brazos_LPPF.pdf	IGT - UC Request	Cover Memo
Uncompensated_Care_Overview.pdf	Uncompensated Care Overview	Backup Material
DY7_Redistribution_UC_IGT_Allocation_Form_-_Brazos_LPPF.pdf	UC IGT Backup	Backup Material

**APPROVED**  
  
3/18/25  
Duane Peters  
County Judge Date

**From:** [Caroline Simpson](#)  
**To:** [Nina Payne](#); [Edward C. Bull](#); [Jamie L. Cartwright](#); [Cristian T. Villarreal](#); [Katie D. Conner](#)  
**Cc:** [Colt Sullivan](#); [Justin Flores](#); [Alex Russell](#); [Zach Ervin](#); [Kimberly Lam](#); [Corbin Pefanis](#); [Sherra Mershon](#)  
**Subject:** DY7 UC Redistribution - Brazos LPPF  
**Date:** Tuesday, March 11, 2025 10:05:01 AM  
**Attachments:** [DY7 Redistribution UC IGT Allocation Form - Brazos LPPF.xlsx](#)

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**Brazos County Disclaimer**

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Hello, Brazos County team,

As you know, the upcoming UC DY7 Redistribution IGT is taking place on **Tuesday, March 18<sup>th</sup>**. Accordingly, the hospitals participating within the Brazos LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

**UC DY7 Redistribution – total requested IGT amount: \$250,898.90**

HHSC requires this amount to be entered into TexNet no later than the close of business **3/18/2025 with a settlement date of 3/19/2025**. These funds will need to be placed in the “UC Hospital” bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheet and allocation form to [PFU\\_UC\\_Payments@hhs.texas.gov](mailto:PFU_UC_Payments@hhs.texas.gov).

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

Please do not hesitate to contact us with any questions.

Thank you,

**Caroline Simpson | Senior Financial Analyst**

Adelanto Healthcare Ventures, L.L.C.

**Mobile:** 270-991-6430

**Web:** [www.ahcv.com](http://www.ahcv.com)

**Email:** [caroline@ahcv.com](mailto:caroline@ahcv.com)

174 Saundersville Road, Suite 503 & 504

Hendersonville, TN 37075


---

**From:** Texas Health and Human Services Commission <[txhhs@public.govdelivery.com](mailto:txhhs@public.govdelivery.com)>

**Sent:** Friday, February 28, 2025 3:50 PM

**Subject:** UC DY 7 Redistribution Payment and IGT Call

---



**CAUTION EXTERNAL EMAIL:** This email originated from an external email address. Do not click links, open attachments , or share information unless you recognize the sender and know the content is safe.

Having trouble viewing this email? [View it as a Web page.](#)

## UC DY 7 Redistribution Payment and IGT Call

HHSC has identified additional funds available for Uncompensated Care (UC) Demonstration Year (DY) 7 (FFY 2018), totaling approximately \$88 million, all funds. These additional funds are the result of recoupments from overpaid providers that have now been collected.

To fund this payment, an additional Intergovernmental Transfer (IGT) is required, which will be collected based on these Federal Medical Assistance Percentages (FMAP):

- 56.18% for Sept. 2017, and
- 56.88% for Oct. 2017 through Aug. 2018.

Additional payments and IGT are included in the "UC DY 7 Redistribution" tab of the UC DY 7 Final Reconciliation Redistribution File. The IGT file is updated as of Feb. 28, 2025, and is available for review on the [Provider Finance Department \(PFD\) website](#).

If the payments are not fully funded, HHSC may be required to adjust payments proportionately.

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

Pertinent Dates Associated with the UC Redistribution Payment:

- March 18: Last date to schedule transfer in TexNet

March 19: IGT settlement date

- March 24: State-owned Hospitals submit a Journal Entry (JE)
- March 28: State-owned Hospitals Payments Processed
- April 4: Payments Expected to Providers

**Late IGTs will not be accepted.**

Select the UC bucket in TexNet when entering your IGT. You must send a screenshot or PDF copy of the confirmation/trace sheet from TexNet or an email with the confirmation number to the [PFD UC Payments team](#). If you do not specify the service delivery area (SDA) the IGT is intended for, you will be asked to provide that information. Additional information regarding the TexNet process can be found on the [Comptroller's website](#).

State-owned hospitals must send a copy of their JE to the [PFD UC Payments team](#).

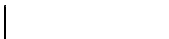
Include two contacts, their phone numbers, and email addresses in case HHSC has any questions about the TexNet/JE received.

Email any questions regarding the UC payment process to the [PFD UC Payments team](#) and those regarding the UC calculation to the [PFD Hospital Services Team](#).



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## OVERVIEW

The intent of the Texas Medicaid Waiver Application (“UC Application”) is to provide a simplified way to subsidize the costs incurred by hospitals and physicians for patient care services (as further defined below) provided to Medicaid and Uninsured patients that are not reimbursed through the claims adjudication process or by other supplemental payments. All UC payments to providers and all expenditures described as UC permissible expenditures must not exceed the cost of services provided to Medicaid and Uninsured patients as defined and discussed in this protocol. These unreimbursed Medicaid and Uninsured costs are determined based on one of two UC tools depending on the type of entity providing the service. These tools have been approved by the Centers for Medicare and Medicaid Services (CMS). To the extent that there are UC expenditures a hospital provider wants to make against the UC cost limit, and the methodology for capturing such expenditures is not stated in this protocol, the expenditures must be approved by CMS prior to the submission of the reconciliation for the applicable period for the expenditures.

The Medicaid coverage limitations under Section 1905(a) of the Act, which excludes coverage for patients in an IMD who are under age 65, except for coverage of inpatient psychiatric hospital services for individuals under age 21, are applicable.

The Texas Hospital Uncompensated Care tool (“TXHUC”) will be utilized by hospitals to determine their unreimbursed costs for Medicaid and Uninsured patients for physician’s and mid-level professional’s direct patient care services where the hospital incurs these costs. In addition, if the hospital has unreimbursed hospital costs for services provided to Medicaid and Uninsured patients that were not paid via the claims adjudication process or thru the Medicaid Disproportionate Share (DSH) pool, these costs can be included in the TXHUC application. Also, for some hospitals meeting the criteria, unreimbursed pharmacy costs for take home drugs provided by the hospital to Medicaid and Uninsured patients will be included in the TXHUC application.

The Texas Physicians Uncompensated Care tool (“TXPUC”) will be utilized by physician entities that provide direct patient care physician and mid-level professional services to Medicaid and Uninsured patients in a hospital setting and the professional entity is not reimbursed under a contractual or employment relationship by the hospital for these services. The professional entity may also include in its TXPUC application the costs related to direct patient care services provided to Medicaid and Uninsured patients in a non-hospital setting. Only physician entities that had previously received payments under the Texas Medicaid Physician UPL (Upper Payment Limit) program and their successor organizations are eligible to submit a TXPUC application under the 1115 Waiver program.

The costs and other data included in the initial UC application should be representative of the fiscal period from October 1, 2009 through September 30, 2010. The UC application should be submitted to the Texas Health and Human Services Commission (HHSC) by the deadline specified by HHSC on its website at <http://www.hhsc.state.tx.us/rad/hospital-svcs/1115-waiver.shtml>. Applications for future fiscal periods which will cover the period from October 1 through September 30 of the applicable years will be due to HHSC by the deadline specified by HHSC. For hospitals, due to the five (5) month time period for the completion of the Medicare cost report which serves as the basis for the costs to be reported on the UC application, some entities will not have completed their cost report prior to the deadline for the submission of their UC application. In these situations, the hospital should submit a full 12 months of data on the UC application based on the most recently completed Medicare cost reporting period that includes a minimum of twelve (12) months. It should be noted that when HHSC completes the reconciliation process, HHSC will utilize the hospital’s actual data reported on their respective UC applications, weighted accordingly, to determine the hospital’s final UC Pool distribution. This should not be an issue

for physician and mid-level professional organizations since their financial data should be available immediately following the end of their respective fiscal years.

All costs and other data reported in the UC Application are subject to the Medicare regulations and Program instructions. The entity submitting the UC Application must maintain adequate supporting documentation for all information included in the UC Application in accordance with the Medicare program's data retention policies. The entity must submit the supporting documentation upon request from HHSC.

For purposes of the UC Application, a mid-level professional is defined as:

- Certified Registered Nurse Anesthetist (CRNA)
- Nurse Practitioner
- Physician Assistant
- Dentist
- Certified Nurse Midwife
- Clinical Social Worker
- Clinical Psychologist
- Optometrist

For purposes of the UC Application, a visit is defined as:

A face-to-face encounter between a patient and a physician. Multiple encounters with the same physician that take place on the same day and at a single location constitute a single visit. More than one visit may be counted on the same day (which may be at a different location) in either of the following situations:

- a) When the patient, after the first visit, suffers illness or injury requiring another diagnosis or treatment, two visits may be counted.
- b) When the patient is seen by a dentist and sees a physician, two visits may be counted.

## Brazos County LPPF DY7 UC Redistribution/SDA Allocation Form

TRACE Number:

**Agenda Date:** Tuesday, March 18, 2025  
**TexNet:** Tuesday, March 18, 2025  
**Settlement Date:** Wednesday, March 19, 2025  
**Bucket:** "UC Hospital" Bucket

*The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.*

**The Trace Sheet and Allocation Form must be submitted together in the same email. All Trace Sheet submissions must be accompanied by an Allocation Form. If a governmental entity is submitting in multiple SDA's, a separate allocation form must be submitted for each SDA**

SDA	Government Entity	IGT Total
MRSA Central	Brazos County LPPF	\$ 250,898.90
<b>Total</b>		<b>\$ 250,898.90</b>

*Check* -

Nina Payne	<a href="mailto:npayne@brazoscountytexas.gov">npayne@brazoscountytexas.gov</a>	979-361-4186
Katie Conner	<a href="mailto:kconner@brazoscountytexas.gov">kconner@brazoscountytexas.gov</a>	979-361-4359



**Brazos County LPPF  
DY7 UC Redistribution Facility Allocation**

TRACE Number:

**Agenda Date:** Tuesday, March 18, 2025

**TexNet:** Tuesday, March 18, 2025

**Settlement Date:** Wednesday, March 19, 2025

**Bucket:** "UC Hospital" Bucket

SDA	TPI	Hospital	Government Entity	IGT Total	% of Funding from GE	IGT from GE
MRSA Central	127267603	ST. JOSEPH REGIONAL HEALTH CENTER	Brazos County LPPF	\$ 40,951.92	100%	\$ 40,951.92
MRSA Central	020860501	COLLEGE STATION MEDICAL CENTER	Brazos County LPPF	\$ 94,493.58	100%	\$ 94,493.58
MRSA Central	112725003	BURLESON ST. JOSEPH HEALTH CENTER	Brazos County LPPF	\$ 2,265.96	100%	\$ 2,265.96
MRSA Central	326725404	COLLEGE STATION HOSPITAL	Brazos County LPPF	\$ 113,187.44	100%	\$ 113,187.44
			Brazos County LPPF	\$ 250,898.90		\$ 250,898.90
			<b>Total</b>	<b>\$ 250,898.90</b>		<b>\$ 250,898.90</b>

*Check*

-



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Consider and take action on the approval to purchase 2504 Kent Street, Bryan, Brazos County, Texas for the sum not to exceed \$2,255,000.00 by wire transfer to Scout Title & Abstract - BBS, LLC.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/10/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: General Capital Improvement Fund - 45000

NOTES/EXCEPTIONS: Commissioner's Court approved the contract for the purchase of real property on December 17, 2024. If item is not approved, then the wire transfer to purchase real property will not transpire.

ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">PSA - 2504 Kent Street -Revised.pdf</a>	Commercial Contract - 2504 Kent Street	Backup Material




**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 3/18/2025  
ITEM: Consider and take action on the approval to purchase 2504 Kent Street, Bryan, Brazos County, Texas for the sum not to exceed \$2,255,000.00 by wire transfer to Scout Title & Abstract - BBS, LLC.  
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FROM: Nina Payne  
DATE: 03/10/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: General Capital Improvement Fund - 45000  
NOTES/EXCEPTIONS: Commissioner's Court approved the contract for the purchase of real property on December 17, 2024. If item is not approved, then the wire transfer to purchase real property will not transpire.  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
PSA_-_2504_Kent_Street_-_Revised.pdf	Commercial Contract - 2504 Kent Street	Backup Material

**APPROVED**  
  
3/18/25  
\_\_\_\_\_  
Duane Peters Date  
County Judge



COMMERCIAL CONTRACT - IMPROVED PROPERTY

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1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Rosenbaum-Schoenvogel Investments, LP

Address: P.O. Box 602, Brenham, TX 77834

Phone: (979)836-5482 E-mail: TreyRSL@SWBell.net

Mobile: (979)277-4266 Fax or Other:

Buyer: Mike Gentry or Assigns

Address: 1515 Emerald Plaza, College Station, TX 77845

Phone: (979)694-7000 E-mail: Mike.Gentry@WestWebb.law

Mobile: (979)255-3103 Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Brazos County, Texas at 2504 Kent Street, Bryan, TX 77802 (address)

and that is legally described on the attached Exhibit or as follows:

All that certain tract or parcel of land containing 1.93 acres, more or less, located at 2504 Kent Street, Bryan, TX and being all of Lot 2R, Block 1, Scotty's House Addition, City of Bryan, Brazos County, Texas

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 2,230,000.00

B. Sum of all financing described in Paragraph 4 \$

C. Sales price (sum of 3A and 3B) \$ 2,230,000.00

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Commercial Contract - Improved Property concerning 2504 Kent Street, Bryan, TX 77802

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ N/A . This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_ .
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_ .

**5. EARNEST MONEY:**

- A. Not later than ~~5~~<sup>14</sup> days after the effective date, Buyer must deposit \$ \$20,000.00 as earnest money with Scout Title & Abstract - BCS, LLC (title company) at 895 William D Fitch Pkwy, College Station, TX 77845 (address) Victoria Hailey (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
  - (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) \_\_\_\_\_ .
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. Title Policy:
  - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
    - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
    - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
  - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
    - (a) will not be amended or deleted from the title policy.
    - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
  - (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within 10 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \$0.00 (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

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this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 30 days by delivering \$ 15,000.00 to the title company as additional earnest money.

**See Special Provisions**

(a) \$ 15,000.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's ~~unrestricted~~ right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, ~~the additional earnest money will be refunded to Buyer and~~ Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

or \$ \_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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TS

<sup>DS</sup>  
MG

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If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
  - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
  - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
  - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
  - (g) copies of all current warranties and guaranties relating to all or part of the Property;
  - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
  - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
  - (j) a copy of the "as-built" plans and specifications and plat of the Property;
  - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
  - (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
  - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from January 1, 2024 to December 5, 2024; and
- (p) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

**8. LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Oldham Goodwin Group, LLC

Cooperating Broker: \_\_\_\_\_

Agent: Clinton Oldham & Jody Slaughter

Agent: \_\_\_\_\_

Address: 2800 S Texas Ave, Ste 401  
Bryan, TX 77802

Address: \_\_\_\_\_

Phone & Fax: (979)268-2000

Phone & Fax: \_\_\_\_\_

E-mail: Jody.Slaughter@OldhamGoodwin.com

E-mail: \_\_\_\_\_

License No.: 558520

License No.: \_\_\_\_\_

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 4.000 % of the sales price.

Cooperating Broker a total cash fee of:  
 \_\_\_\_\_ % of the sales price.

The cash fees will be paid in Brazos County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)  30 days after the expiration of the feasibility period.

\_\_\_\_\_ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) service, utility, maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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TS
<sup>DS</sup>  
MG

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**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**Paragraph 7.B(2) - The Buyer's right to terminate during the Feasibility Extension Period shall be limited solely to the Buyer's failure to obtain zoning approval from the City of Bryan.**

**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
  - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed and any bill of sale;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
  - (1) all loan expenses and fees;
  - (2) preparation fees of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee; and
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

- A. Prorations:
  - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or  
(Check if applicable)  
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
  - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
  - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
  - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
  - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CASUALTY LOSS AND CONDEMNATION:**

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
  - (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
  - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
  - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
  - (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
  - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

(TXR-1801) 07-08-22

Initialed for Identification by Seller TS, \_\_\_\_\_ and Buyer MG, \_\_\_\_\_

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**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

Commercial Contract - Improved Property concerning 2504 Kent Street, Bryan, TX 77802

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
- (13) \_\_\_\_\_

*(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)*

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Initialed for Identification by Seller TS and Buyer MG

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Commercial Contract - Improved Property concerning 2504 Kent Street, Bryan, TX 77802

E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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Initialed for Identification by Seller TS and Buyer MG

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Commercial Contract - Improved Property concerning 2504 Kent Street, Bryan, TX 77802

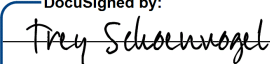
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

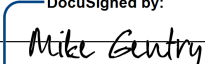
**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 12, 2024, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.**

**Seller:** Rosenbaum-Schoenvogel Investments, LP

**Buyer:** Mike Gentry or Assigns

By: \_\_\_\_\_  
 By (signature):   
 Printed Name: Trey Schoenvogel  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature):   
 Printed Name: Mike Gentry  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Commercial Contract - Improved Property concerning 2504 Kent Street, Bryan, TX 77802

**AGREEMENT BETWEEN BROKERS**

*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

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

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_ Buyer's attorney: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day \_\_\_\_\_ (effective date);
- B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_



# Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Oldham Goodwin Group, LLC</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>532457</u> License No.	<u>Casey.Oldham@OldhamGoodwin.com</u> Email	<u>(979)268-2000</u> Phone
<u>Casey Oldham</u> Designated Broker of Firm	<u>496524</u> License No.	<u>Casey.Oldham@OldhamGoodwin.com</u> Email	<u>(979)268-2000</u> Phone
<u>Clinton D. Oldham</u> Licensed Supervisor of Sales Agent/ Associate	<u>555666</u> License No.	<u>Clint.Oldham@OldhamGoodwin.com</u> Email	<u>(979)268-2000</u> Phone
<u>Jody D. Slaughter</u> Sales Agent/Associate's Name	<u>558520</u> License No.	<u>Jody.Slaughter@OldhamGoodwin.com</u> Email	<u>(979)268-2000</u> Phone
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">DS</div> <div style="border: 1px solid black; padding: 2px;">DS</div> </div> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px;">TS</div> <div style="border: 1px solid black; padding: 2px;">MG</div> </div>		12/11/2024	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Award of the following contracts for 101 North Texas Avenue based on the evaluation committee recommendations:

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

TO: Commissioners Court

FROM: Wm. Charles Wendt

DATE: 03/13/2025

FISCAL IMPACT: True

BUDGETED: False

DOLLAR AMOUNT: \$0.00

BUDGET DETAIL: Anticipated contract value:  
Architect- \$4,500,000  
CMAR- \$50,000,000

SOURCE OF FUNDS: Fund: 43232 - Certificates of Obligation 2023  
Division: 63432322 - 101 North

NOTES/EXCEPTIONS: This project entails the design and construction for facilities located at 101 North Texas Avenue, across from the Courthouse including an office building, parking structure, and elevated pedestrian bridge connecting to the Courthouse. The construction budget is estimated to be \$50,000,000.00. The total project is budgeted at \$61,000,000.00.

The new facility will accommodate the JP & Constable Pct. 4, Public Defender's Office and CSCD (Adult Probation). The programming documents and background were distributed via email by Project Management on 3/11/25.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

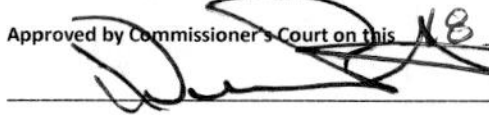
<a href="#">Partly Executed Proposal - PlanNorth Architectural Co.pdf</a>	Design Contract	Backup Material
<a href="#">RFQ - PlanNorth Architectural Co.pdf</a>	PlanNorth RFQ	Backup Material
<a href="#">Partly Executed Proposal - PlanNorth Architectural Co.pdf</a>	Proposal- Exhibit A PlanNorth	Backup Material
<a href="#">Tabulation - CIP 25-560.pdf</a>	25-560 Tabulation	Backup Material
<a href="#">Partly Executed Contract - SpawGlass Construction Corp.pdf</a>	CMAR Contract	Backup Material
<a href="#">RFQ - SpawGlass Construction Corp.pdf</a>	RFQ- Spawglass	Backup Material
<a href="#">RFP - SpawGlass Construction Corp.pdf</a>	RFP- SpawGlass	Backup Material
<a href="#">Final Tabulation - CIP 25-563.pdf</a>	25-563 Tabulation	Backup Material

**RFQ # CIP 25-560 Architect for 101 North Texas Avenue**

	Max Points Available	Parkhill	PlanNorth Architectural Co.*	The Arkitek 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	16	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
<b>Technical Proposal Total</b>	<b>100</b>	<b>81</b>	<b>88</b>	<b>84</b>	<b>78</b>	<b>75</b>	<b>82</b>	<b>72</b>	<b>83</b>

\* Interview

Committee Recommended Award: PlanNorth Architectural Co.

Approved by Commissioner's Court on this 18 day of August, 2025 by  
 holding the position of County Judge



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

*Safety, Security, Growth, Form, Economy, Time*

BRAZOS COUNTY

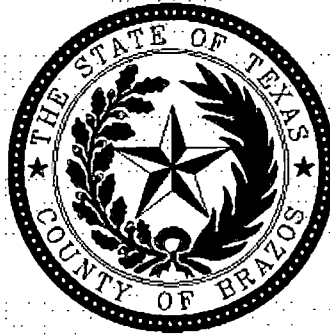
**CONSTRUCTION-MANAGER-AT-RISK**

**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.

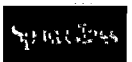
Company Name: SpawGlass Construction Corp.

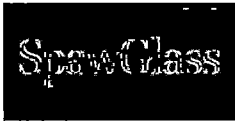
By (Print): Garett Wheaton Title: Vice President, Operations

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,

Garrett Wheaton, Vice President of Operations

*Providing the Absolute Best Construction Experience*





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

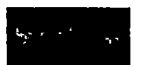
Our preconstruction team will serve as the gatekeeper for the design, ensuring the designers are listening and incorporating your input. We will ensure the design of the 101 N. Texas Avenue Project **maximizes the budget while addressing the program space outlined in the program of requirements**. Our 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**

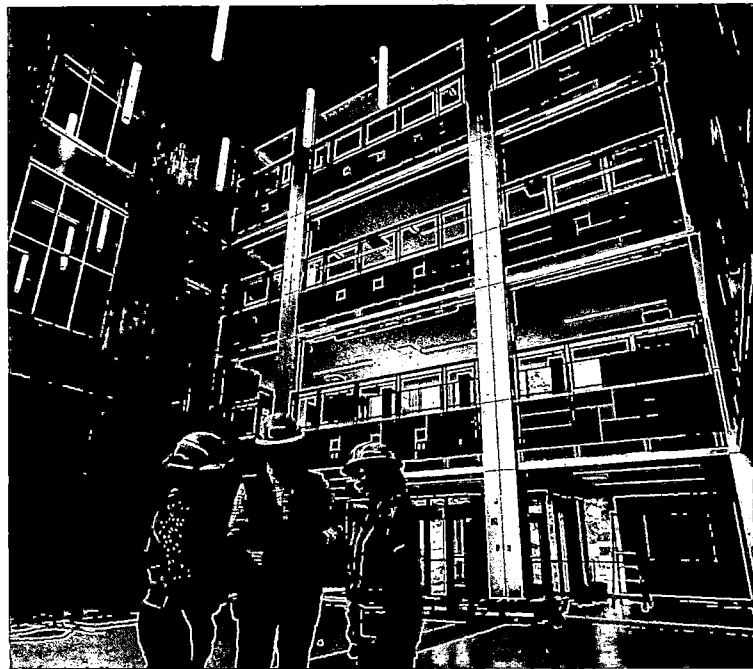
Through leadership of regularly scheduled meetings and constant availability, we will seek first to understand your project goals, expectations and limitations that will aid us managing the project. As mentioned in our RFQ response, we will display this information onto a project goals poster that can 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.

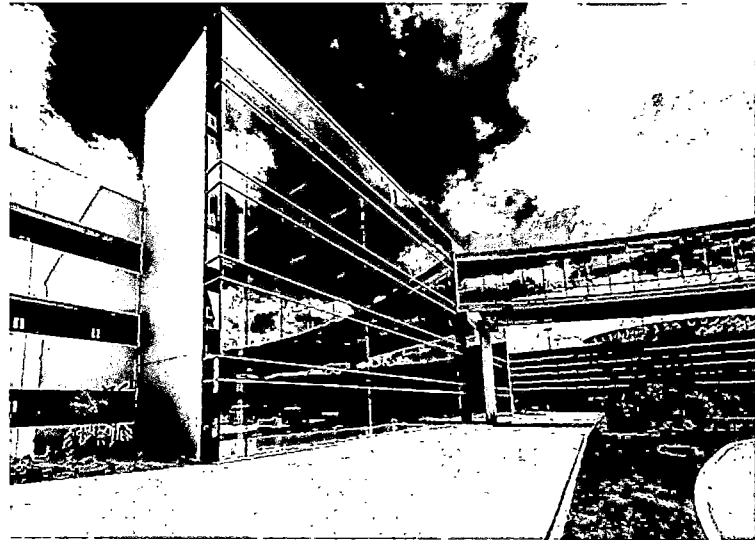
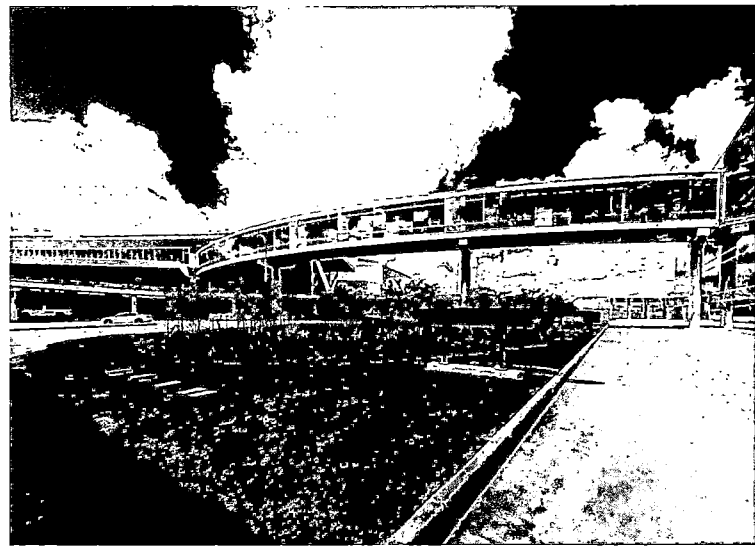
Previously proposed **Project Executive Drew Cain**, who was already committed to and involved in planning efforts for your project, will remain on the team as **Brazos County's main point of contact** in the role of senior project manager.

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



**DUSTIN WILSON**  
CHIEF ESTIMATOR

- Estimating leadership
- Project estimates
- Bid solicitation
- GMP development



**GARETT WHEATON**  
VICE PRESIDENT, OPERATIONS

- Client satisfaction
- Operational oversight
- Team development
- Monthly project reviews



**ANDREW KERBOW**  
ESTIMATOR

- Subcontractor outreach
- Estimating take-offs
- Bid tabulation/analysis



**MIKE BYNUM**  
PROJECT EXECUTIVE

- Client satisfaction
- Preconstruction leadership
- Overall project oversight
- Risk management




**SARAH ACCURSO**  
OFFICE SUPPORT STAFF

- Insurance review
- Meeting coordination
- Subcontractor administration

**CONSULTANTS**

SAFETY - ESC CONSULTANTS

ENVELOPE CONSULTING -TBD




**BRYANT CARRASQUILLO**  
BIM/ VDC COORDINATOR

- BIM coordination
- Clash detection
- Virtual mock-ups




**DREW GAIN** *Main point of contact*  
SENIOR PROJECT MANAGER

- Subcontracts
- Document control
- Budget management
- Precon. leadership
- Material procurement/ tracking




**CODY JAMES**  
SUPERINTENDENT

- Field leadership
- Safety leadership
- Lean construction
- Schedule management
- Constructability reviews







**JIM CHIRIDO**  
FIELD ENGINEER (QUALITY ASSURANCE)

- Quality management
- QA/QC inspections
- Material verification
- Submittal management



**CHARLES BARRINGTON**  
ASSISTANT SUPERINTENDENT

- Field supervision
- Safety inspections
- Field coordination

 Executive Oversight	 Project Support
 On-Site Team	 Safety



**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

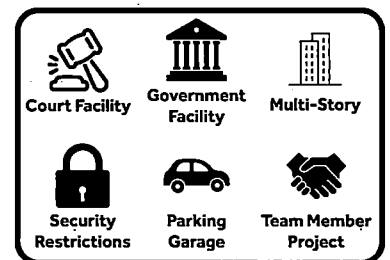
B.S. Construction Science, Texas A&M University

#### 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.

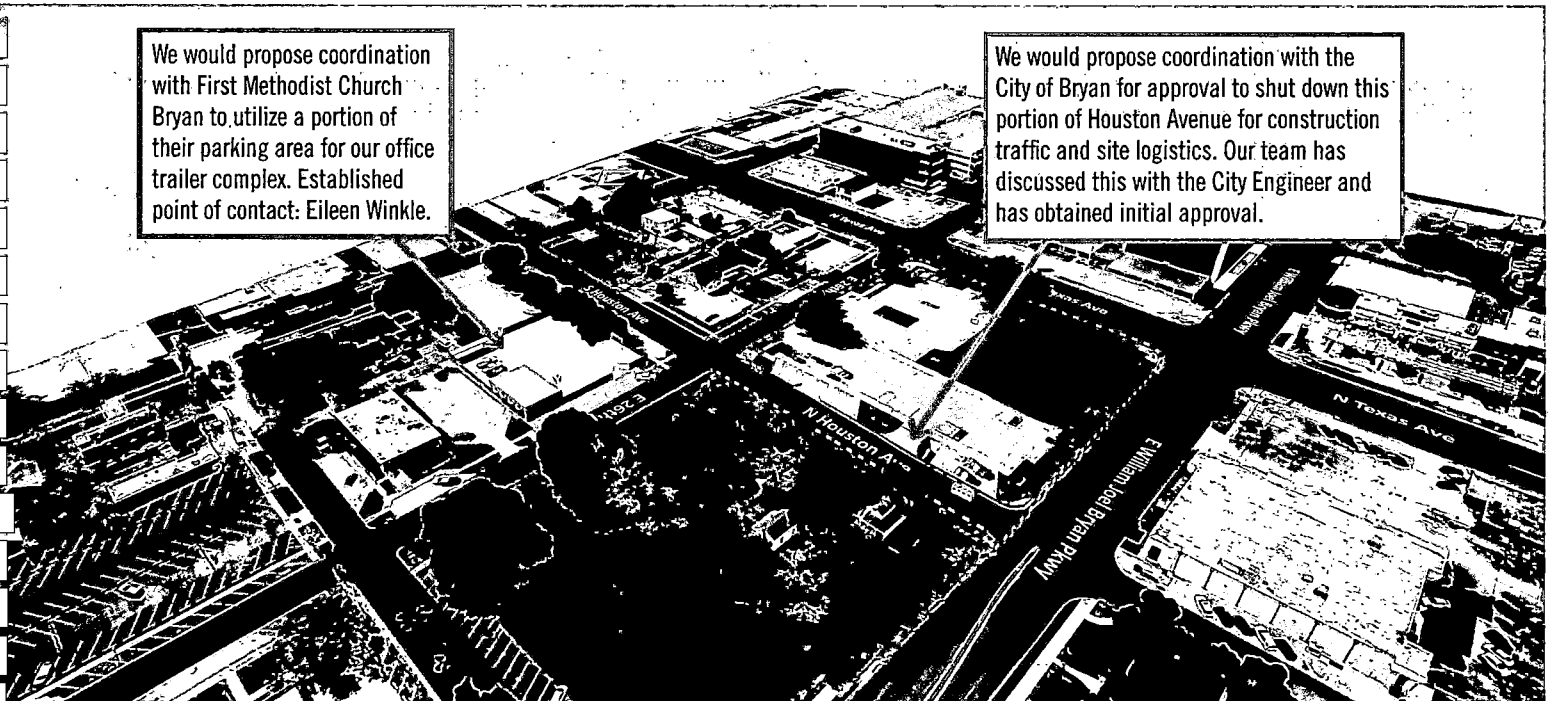
Each project is unique. SpawGlass will work with Brazos County and any other stakeholders to develop a site logistics plan that works for you and your project.

### 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**



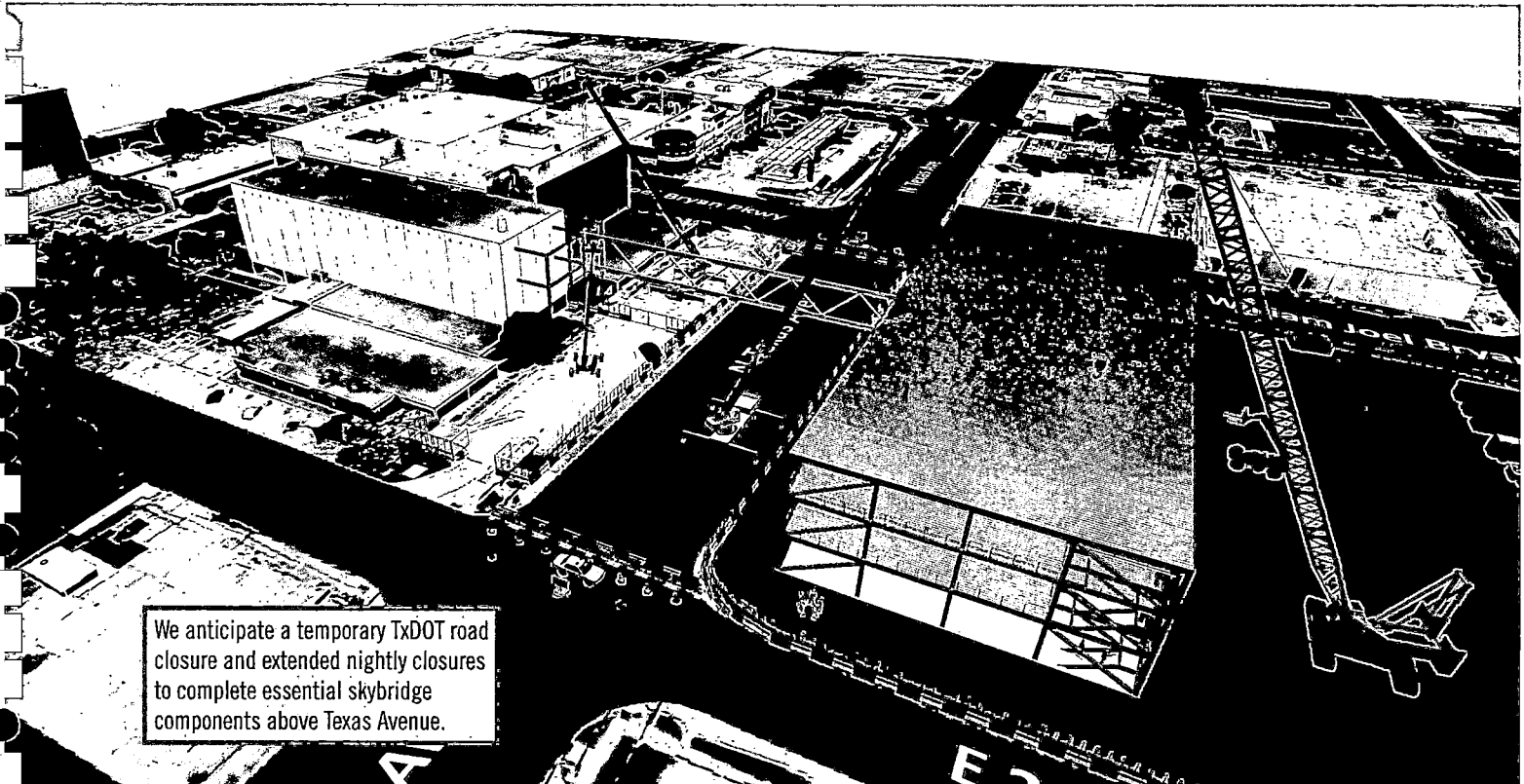
**Operations Garrett Wheaton** constructed the Hobby Airport skybridge connecting a parking garage to the terminal with minimal lane closures and adjustments to traffic patterns.

He will bring this knowledge and experience to the team's planning and coordination.

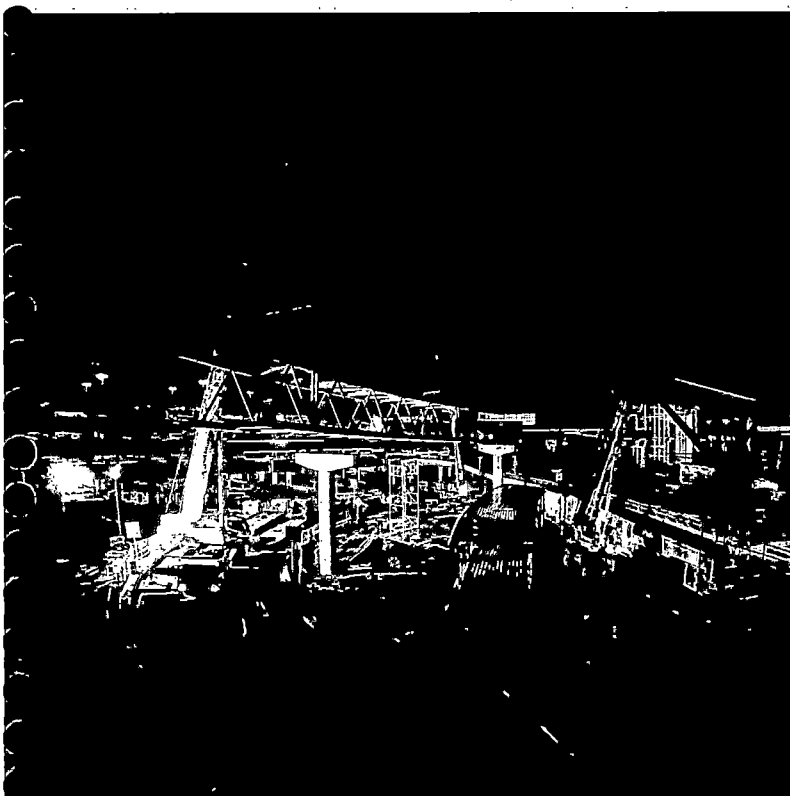
Our team believes that it will be necessary to close a portion of Texas Avenue for a short period of time while critical skybridge structural elements are erected, along with a temporary nightly closure to complete other skybridge activities. We will begin early coordination and planning with TxDOT for 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.

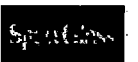


SpawGlass will take a leadership role in promoting open communication and coordination. Our team will establish a routine of regular interaction with key objectives:

- 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



## 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

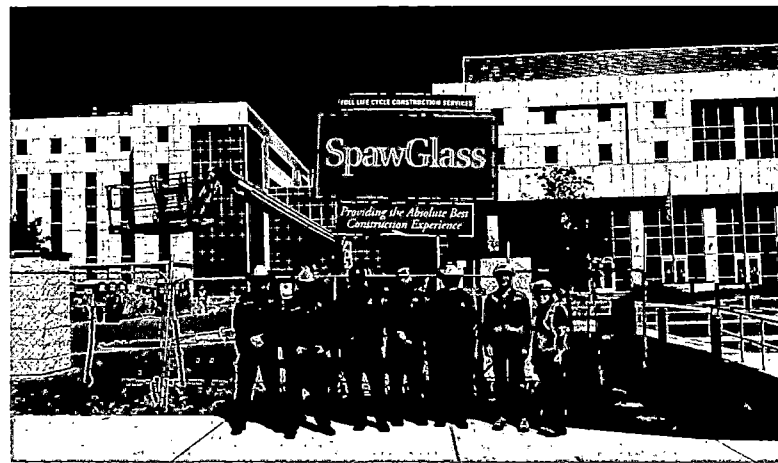
After finalizing the phasing plan for the entire Campus Expansion in Spring of 2021, while tracking the growing lead times for structural steel, joist, and decking, SpawGlass immediately began petitioning for the AE team to produce an early release set of documents for these building elements for the 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.

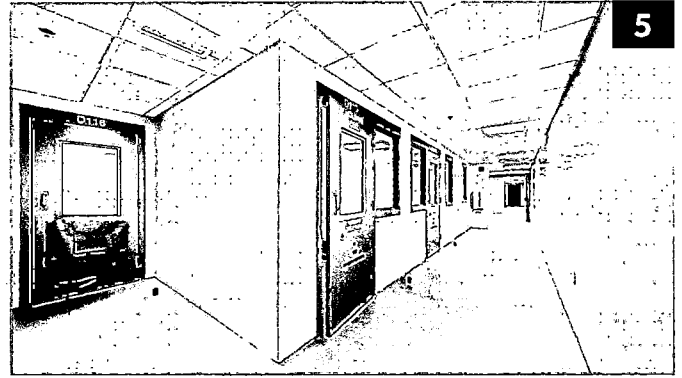
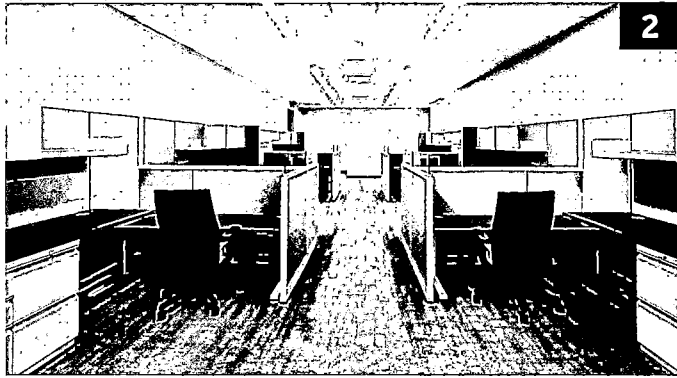
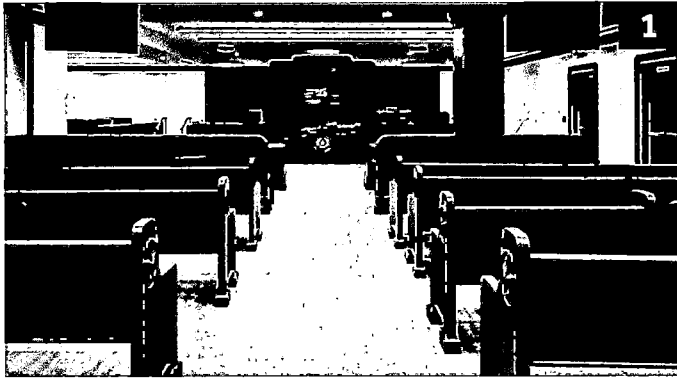
During preconstruction, we will conduct a detailed, page-by-page review of all construction documents. **We involve the entire project team, along with additional team members who bring relevant experience, ensuring a thorough and comprehensive approach.** When needed, we also consult key subcontractors 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

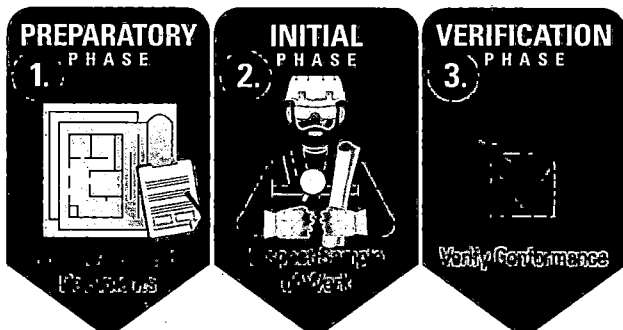
a. Describe how your quality control team will measure the quality of construction performed by subcontractors, and how you will address non-conforming work on this project.



**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:

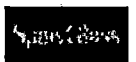
**Completion Inspection** – This inspection will take place when the work is substantially complete. We will conduct a detailed inspection to include the following steps:

- 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.



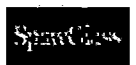
# PROCORE®

SpawGlass will utilize Procore for creating, tracking, completing and closing-out punchlist items on Brazos County's 101 North Texas Avenue project.

The screenshot displays the Procore interface for a punchlist item. At the top, it shows 'Punch List Item #186' with a description: 'Upon completion of work at VAV's, attach cover plates.' The status is 'Ready to Close'. Below this, there are sections for 'ITEM INFORMATION', 'ITEM WORKFLOW', 'ASSIGNEES (1)', and 'ACTIVITY'. The 'ITEM WORKFLOW' section shows a list of users and their actions, such as 'Status Changed to Ready to Close' and 'Response Changed to Resolved by'. The 'ASSIGNEES' table lists users like 'Mario Morales (TDIndustries, Inc)' and 'Matthew Lizama (SpawGlass - Houston)'. The 'ACTIVITY' section shows a detailed log of status changes and responses with timestamps.

## Drone Deploy for Quality Control

SpawGlass also utilizes Drone Deploy to capture 360 degree pictures of every room prior to insulation and wall/ceiling cover up to keep a clear record of structural elements, validate quality of work and detect issues early.





## 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

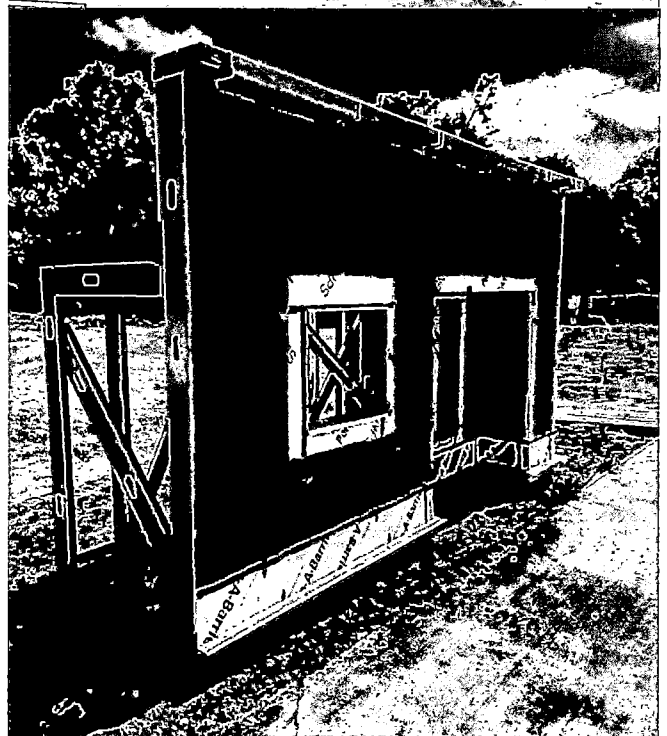
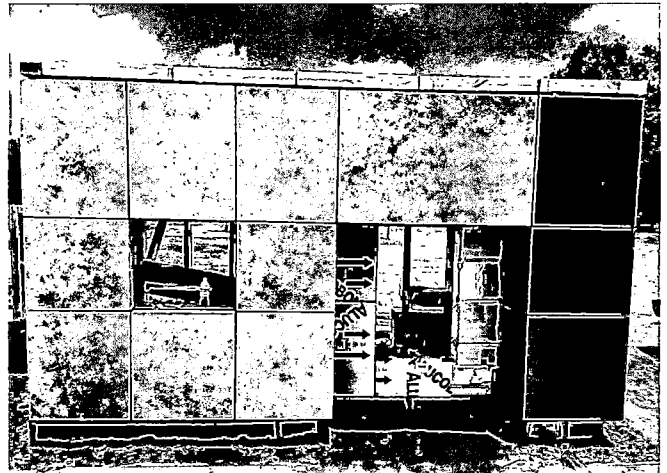
Our project team built full-scale mock-ups of the courtrooms to allow the end users to experience the spaces before they were built and request any adjustments. This resulted in several changes to design prior to construction, saving time and cost and ensuring owner satisfaction with the end product.

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

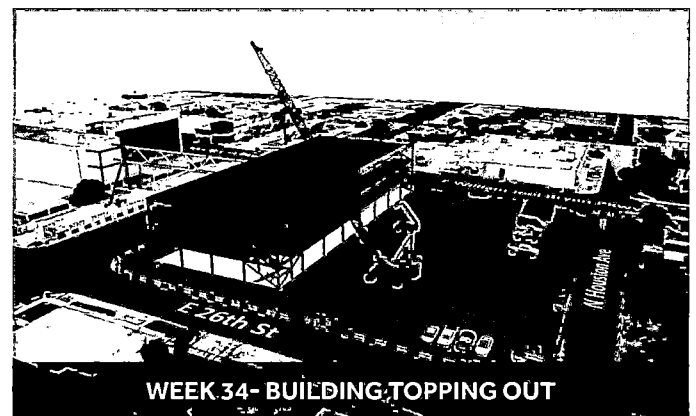
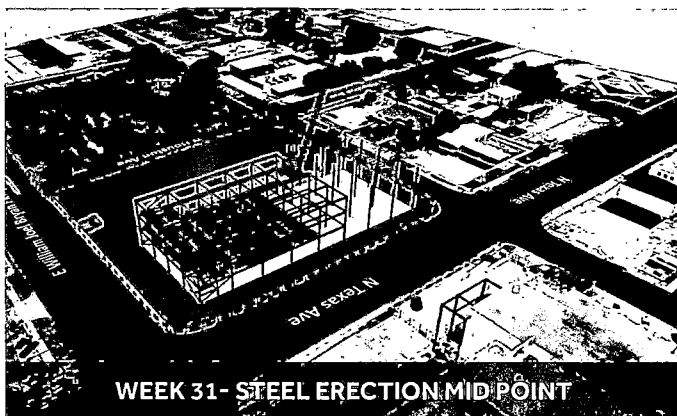
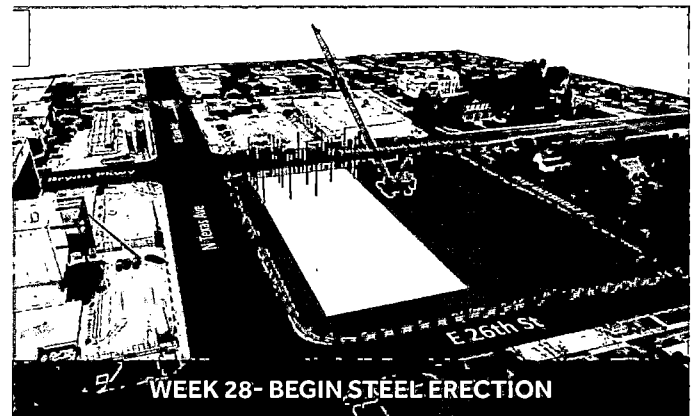
SpawGlass has reviewed the project planning schedule milestones outlined in the Broaddus Planning POR and is confident the time allocated for construction is sufficient.

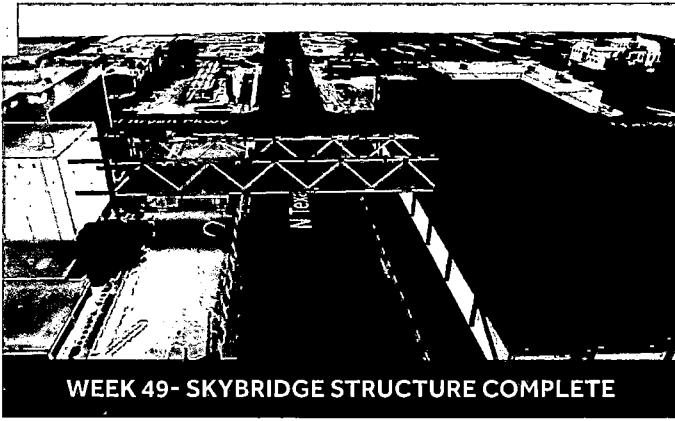
We currently are estimating an 18-month construction schedule from NTP to Substantial Completion. Based on the project schedule provided this would be a one-month improvement on the planned construction finish date.



### 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.

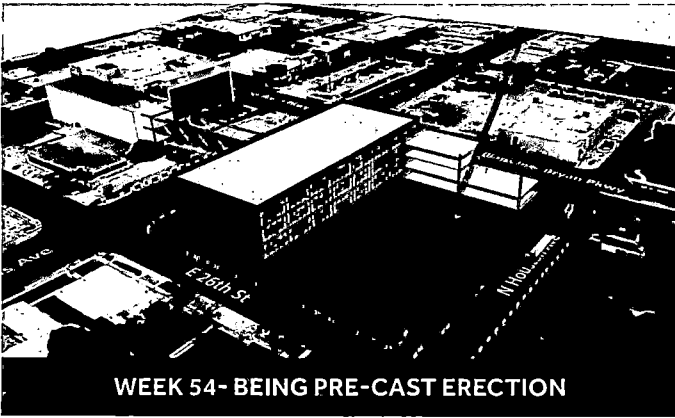




**WEEK 49- SKYBRIDGE STRUCTURE COMPLETE**



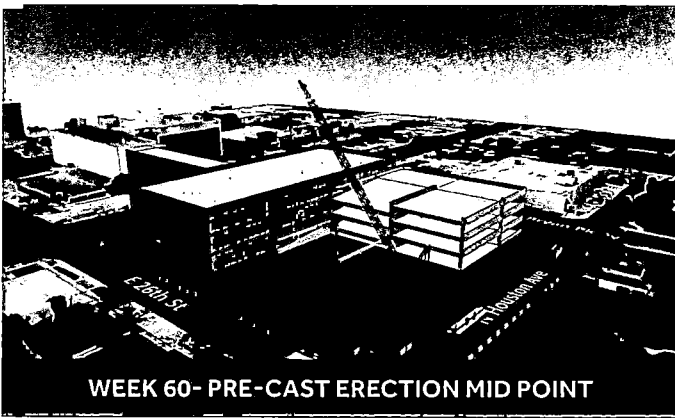
**WEEK 53- BUILDING DRY IN**



**WEEK 54- BEING PRE-CAST ERECTION**



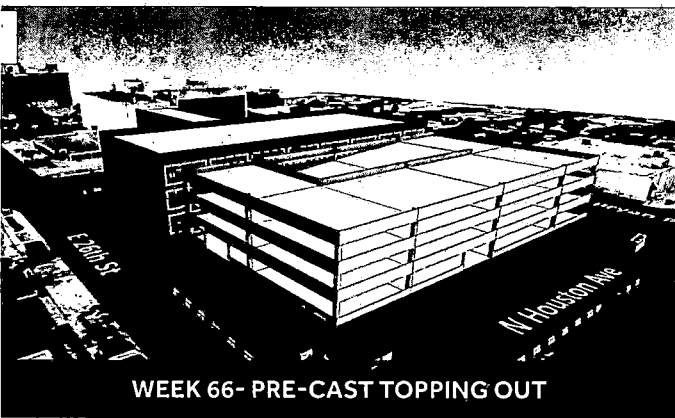
**WEEK 58- SKYBRIDGE FACADE COMPLETE**



**WEEK 60- PRE-CAST ERECTION MID POINT**



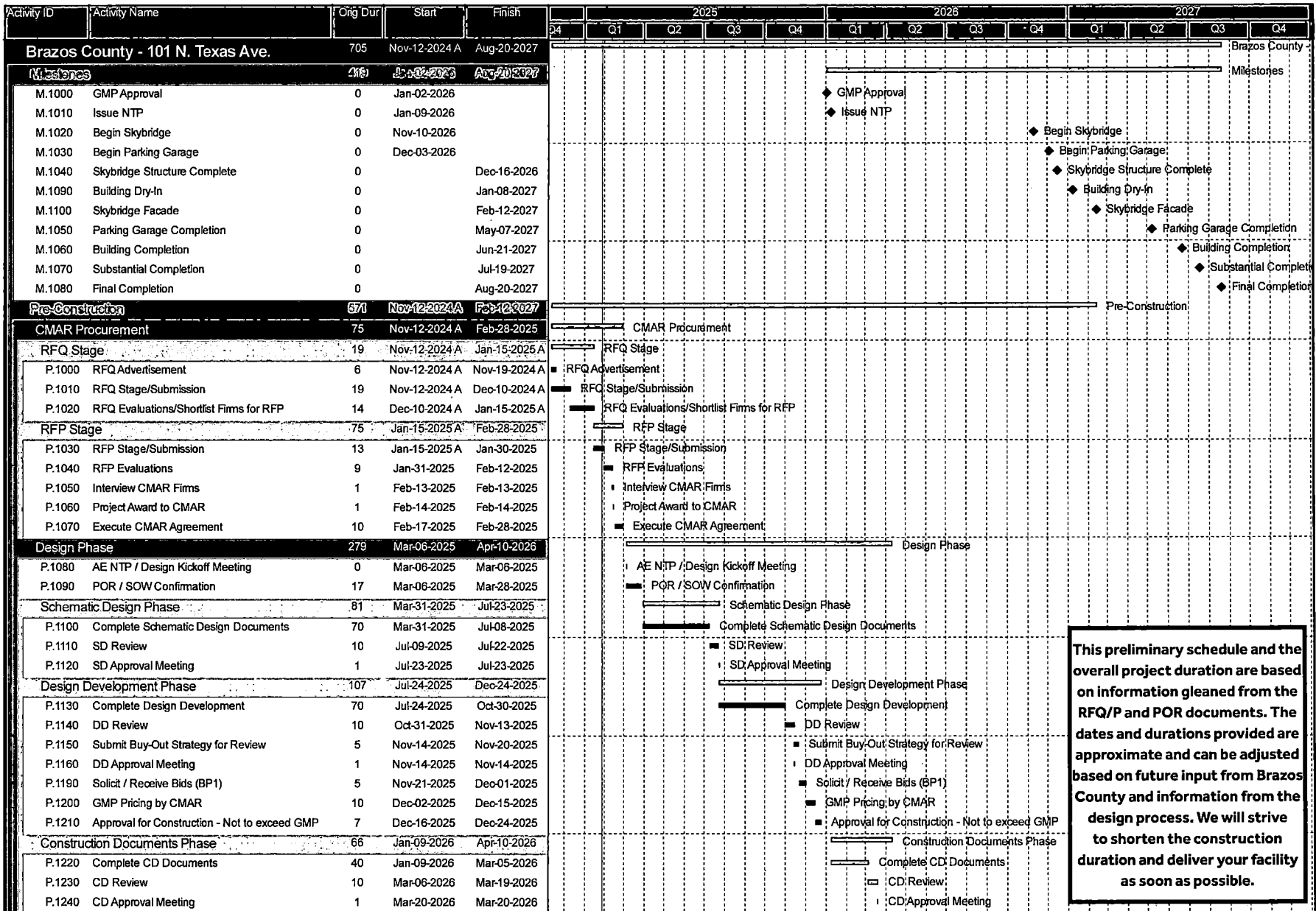
**WEEK 65- BUILDING SKIN**



**WEEK 66- PRE-CAST TOPPING OUT**



**WEEK 80- SUBSTANTIAL COMPLETION**



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Finish Date: Aug-20-2027    Actual Work    Milestone  
 Data Date: Jan-28-2025    Remaining Work    Summary  
 Critical Remaining Work    Level of Effort

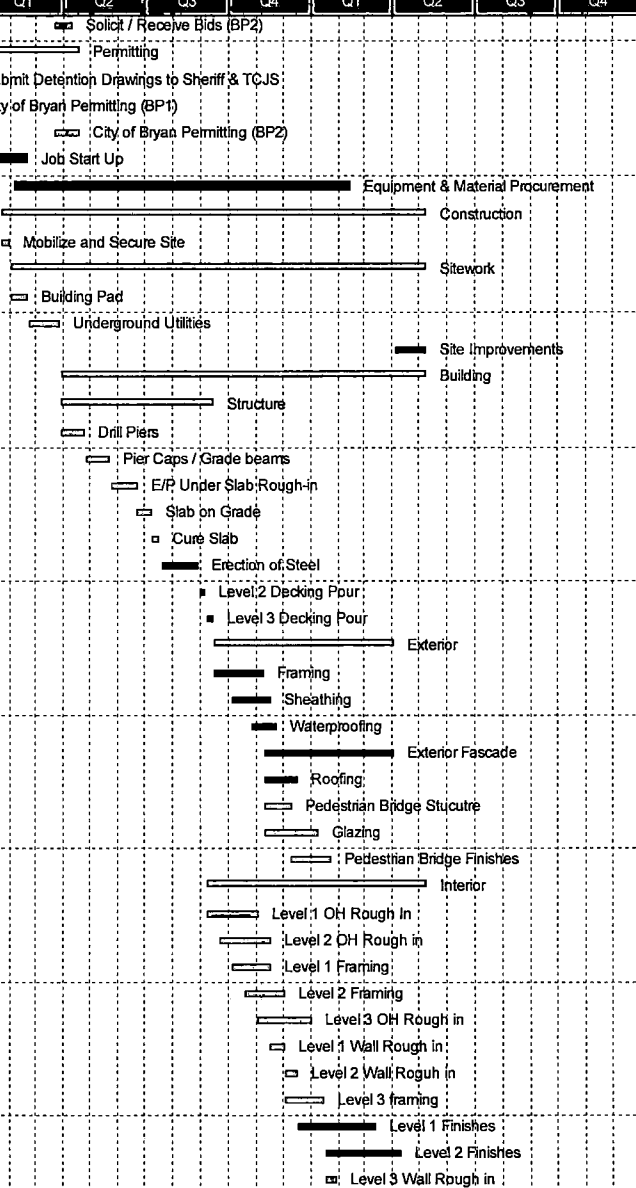
**Brazos Co. - 101 N. Texas Ave.**  
**CMAR RFQ Schedule**  
 1 of 3

SECTION 3 | 20

Stewart

Activity ID	Activity Name	Orig Dur	Start	Finish	2025				2026				2027							
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
P.1250	Solicit / Receive Bids (BP2)	15	Mar-23-2026	Apr-10-2026																
<b>Permitting</b>		105	Nov-17-2025	Apr-17-2026																
P.1170	Submit Detention Drawings to Sheriff & TCJS	20	Nov-17-2025	Dec-16-2025																
P.1180	City of Bryan Permitting (BP1)	20	Nov-17-2025	Dec-16-2025																
P.1260	City of Bryan Permitting (BP2)	20	Mar-23-2026	Apr-17-2026																
<b>Job Start Up</b>		30	Jan-09-2026	Feb-19-2026																
<b>Equipment &amp; Material Procurement</b>		260	Feb-06-2026	Feb-12-2027																
C.1000	Mobilize and Secure Site	6	Jan-23-2026	Jan-30-2026																
<b>Sitework</b>		324	Feb-02-2026	May-07-2027																
A1650	Building Pad	15	Feb-02-2026	Feb-20-2026																
A1700	Underground Utilities	25	Feb-23-2026	Mar-27-2026																
A1940	Site Improvements	25	Apr-05-2027	May-07-2027																
<b>Building</b>		284	Mar-30-2026	May-07-2027																
<b>Structure</b>		119	Mar-30-2026	Sep-14-2026																
A1660	Drill Piers	20	Mar-30-2026	Apr-24-2026																
A1670	Pier Caps / Grade beams	20	Apr-27-2026	May-22-2026																
A1710	E/P Under Slab Rough-in	20	May-26-2026	Jun-22-2026																
A1680	Slab on Grade	12	Jun-23-2026	Jul-08-2026																
A2020	Cure Slab	5	Jul-09-2026	Jul-15-2026																
A1690	Erection of Steel	30	Jul-20-2026	Aug-28-2026																
A1720	Level 2 Decking Pour	5	Aug-31-2026	Sep-04-2026																
A1730	Level 3 Decking Pour	5	Sep-08-2026	Sep-14-2026																
<b>Exterior</b>		140	Sep-15-2026	Apr-02-2027																
A1740	Framing	40	Sep-15-2026	Nov-09-2026																
A1750	Sheathing	30	Oct-06-2026	Nov-16-2026																
A1760	Waterproofing	20	Oct-27-2026	Nov-23-2026																
A1770	Exterior Fascade	100	Nov-10-2026	Apr-02-2027																
A1930	Roofing	25	Nov-10-2026	Dec-16-2026																
A1960	Pedestrian Bridge Structure	20	Nov-10-2026	Dec-09-2026																
A1980	Glazing	40	Nov-10-2026	Jan-08-2027																
A1970	Pedestrian Bridge Finishes	30	Dec-10-2026	Jan-22-2027																
<b>Interior</b>		170	Sep-08-2026	May-07-2027																
A1780	Level 1 OH Rough In	40	Sep-08-2026	Nov-02-2026																
A1820	Level 2 OH Rough in	40	Sep-22-2026	Nov-16-2026																
A1790	Level 1 Framing	30	Oct-06-2026	Nov-16-2026																
A1830	Level 2 Framing	30	Oct-20-2026	Dec-02-2026																
A1860	Level 3 OH Rough in	40	Nov-03-2026	Dec-31-2026																
A1810	Level 1 Wall Rough in	10	Nov-17-2026	Dec-02-2026																
A1840	Level 2 Wall Rough in	10	Dec-03-2026	Dec-16-2026																
A1870	Level 3 framing	30	Dec-03-2026	Jan-15-2027																
A1800	Level 1 Finishes	60	Dec-17-2026	Mar-12-2027																
A1850	Level 2 Finishes	60	Jan-18-2027	Apr-09-2027																
A1890	Level 3 Wall Rough in	10	Jan-18-2027	Jan-29-2027																

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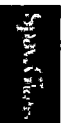
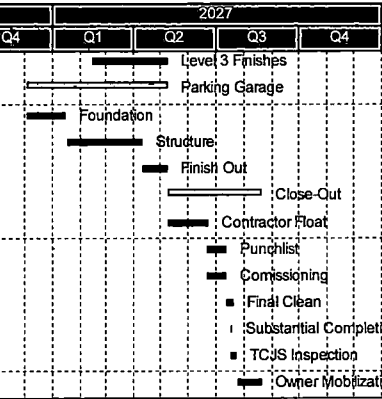


Finish Date: Aug-20-2027  
Data Date: Jan-28-2025

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary
- Level of Effort

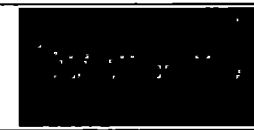
Activity ID	Activity Name	Orig Dur	Start	Finish
A1880	Level 3 Finishes	60	Feb-15-2027	May-07-2027
	Parking Garage	110	Dec-03-2026	May-07-2027
A1900	Foundation	30	Dec-03-2026	Jan-15-2027
A1910	Structure	60	Jan-18-2027	Apr-09-2027
A1920	Finish Out	20	Apr-12-2027	May-07-2027
	<b>Close-Out</b>	<b>74</b>	<b>May-10-2027</b>	<b>Aug-20-2027</b>
A.9000	Contractor Float	30	May-10-2027	Jun-21-2027
A.9010	Punchlist	15	Jun-22-2027	Jul-12-2027
A.9020	Comissioning	15	Jun-22-2027	Jul-12-2027
A.9030	Final Clean	5	Jul-13-2027	Jul-19-2027
A.9040	Substantial Completion	0	Jul-19-2027	Jul-19-2027
A.9050	TCJS Inspection	5	Jul-19-2027	Jul-23-2027
A.9060	Owner Mobilization/Move-in	20	Jul-26-2027	Aug-20-2027

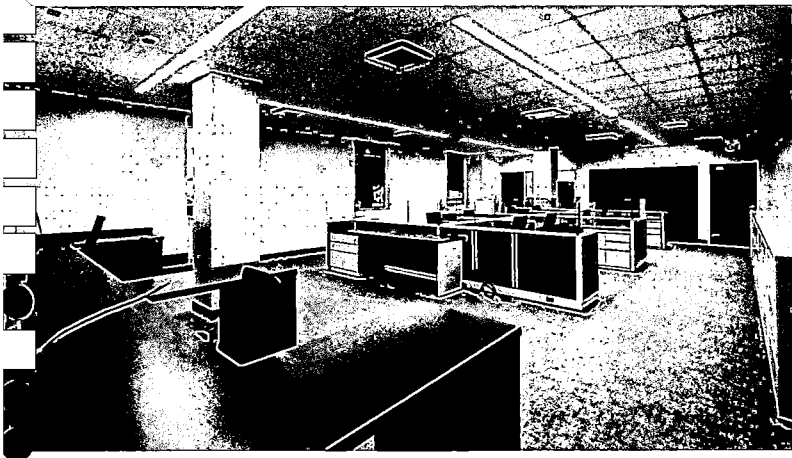
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Finish Date: Aug-20-2027  
Data Date: Jan-28-2025

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary
- Level of Effort





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)
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.



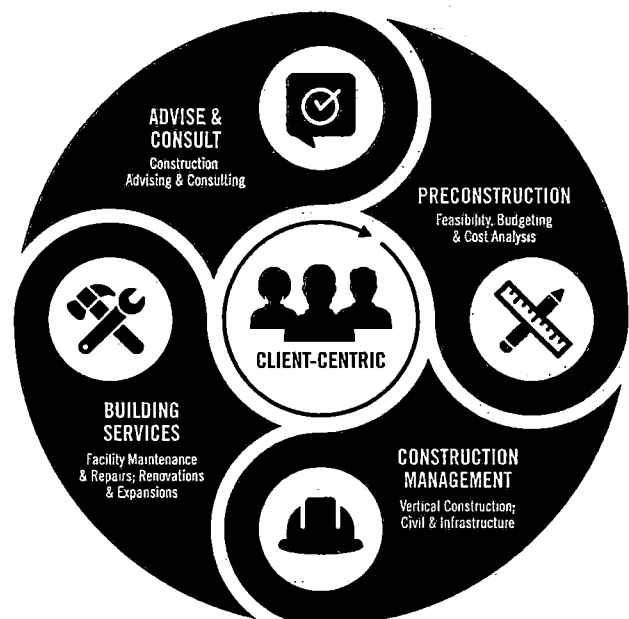
#### LOCAL ADVICE

We are committed to providing the highest quality of service to our clients. Our local Brazos Valley office is dedicated to providing the highest quality of service to our clients. Our local Brazos Valley office is dedicated to providing the highest quality of service to our clients.

#### 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.



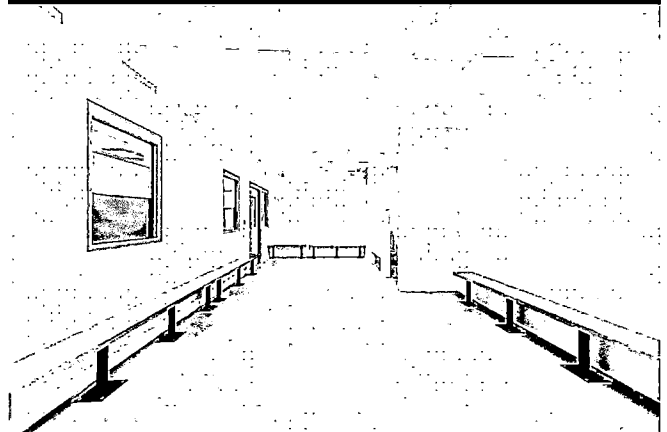
#### COST SAVINGS FOR BRAZORIA COUNTY

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 GOMAL 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)*

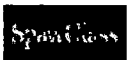
Construction Manager's Construction Cost Limitation \$ 45,925,000

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)*



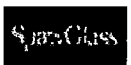
*(Authorized Signature)*

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.

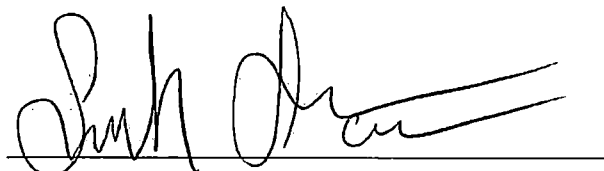
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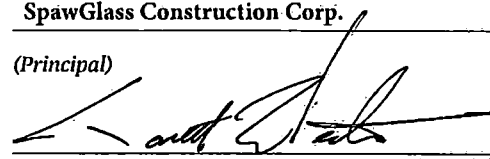
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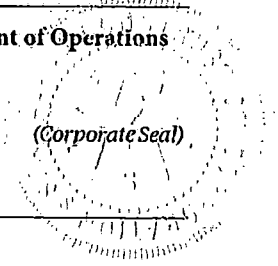
Form 15-02-0575-11ED (Rev. 3/17)

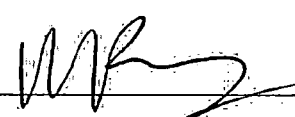
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement 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.

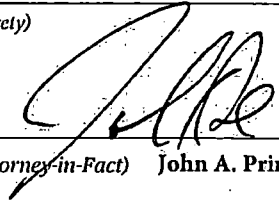
Signed and sealed this 23rd day of January, 2025

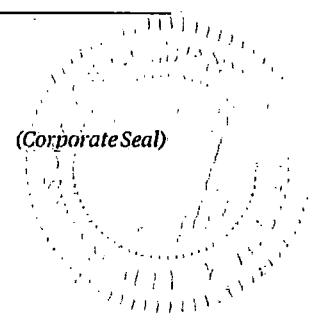
  
\_\_\_\_\_  
(Witness)

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. 2316886  
Commission Expires July 16, 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**

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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**

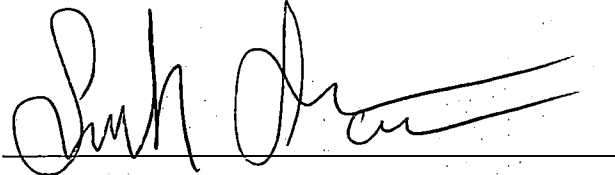
*(Name, location or address, and Project number, if any)*  
**CMAR 101 North Texas Avenue**

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.

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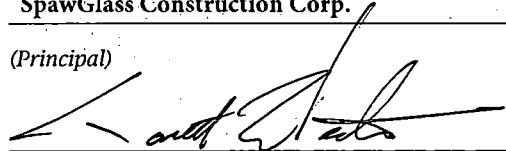
Signed and sealed this 23rd day of January, 2025



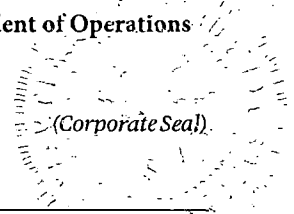
(Witness)

SpawGlass Construction Corp.

(Principal)



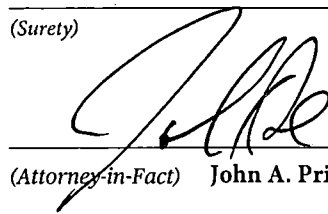
(Title) Garrett Wheaton - Vice President of Operations



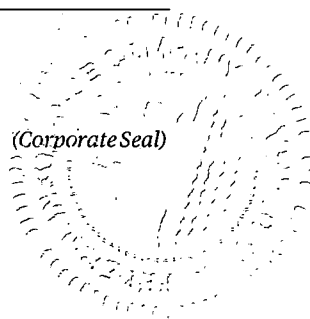
(Corporate Seal)

Federal Insurance Company

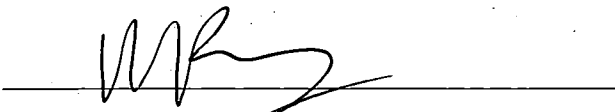
(Surety)



(Attorney-in-Fact) John A. Prince



(Corporate Seal)



(Witness) Michael P. Berry

# 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

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.
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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

- (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.

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

---

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

---

THIS AGREEMENT is made on the 18 day of March, 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



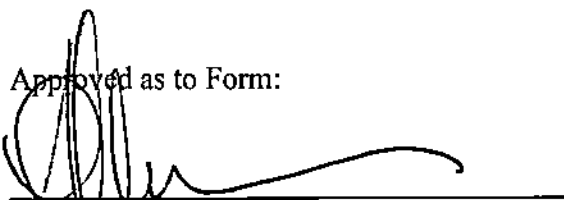
by:  
Principal

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

Attest:

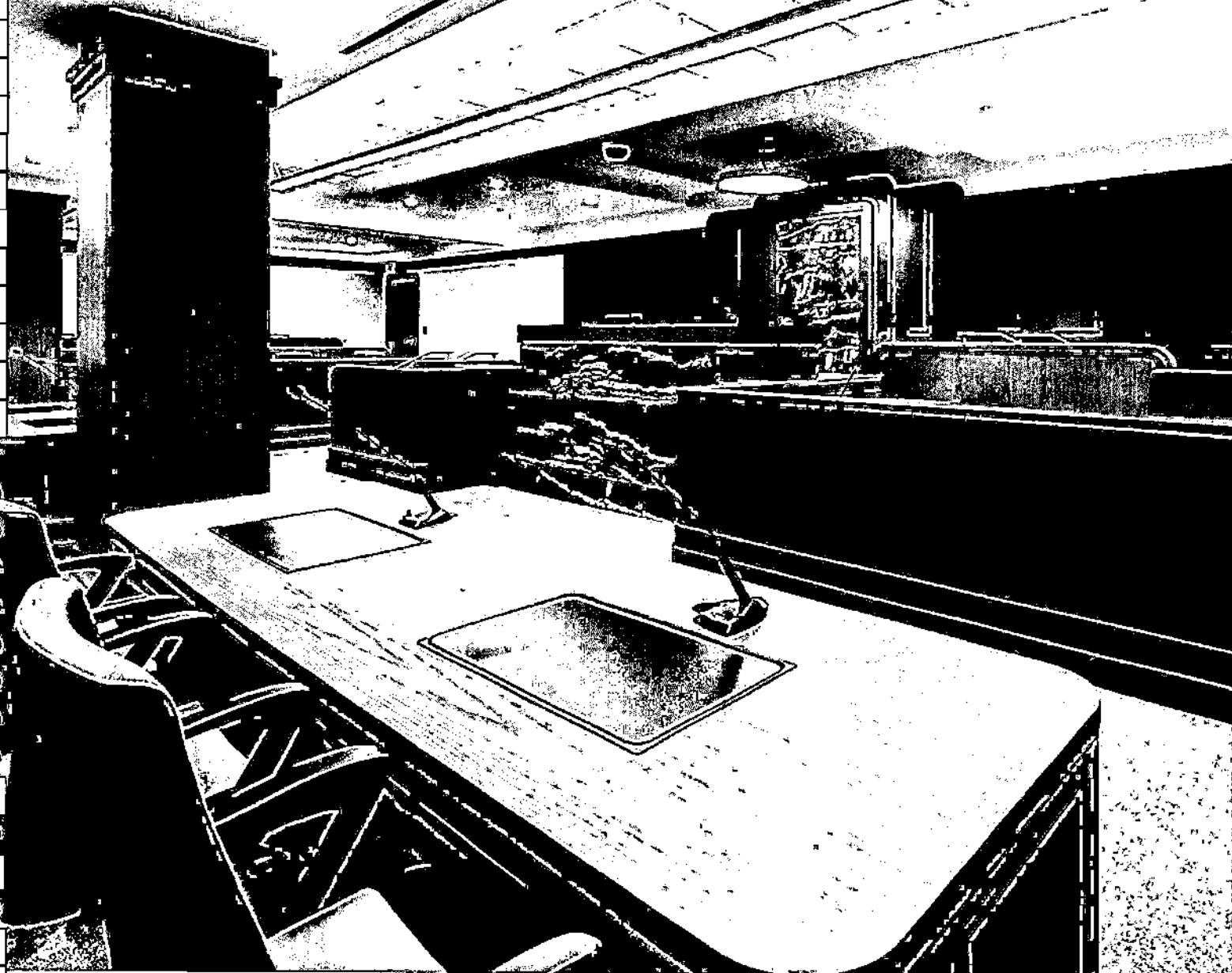
  
County Clerk

Approved as to Form:

  
General Council  
*Dist. G.C.*



*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.

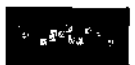
Company Name: SpawGlass Construction Corp.

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





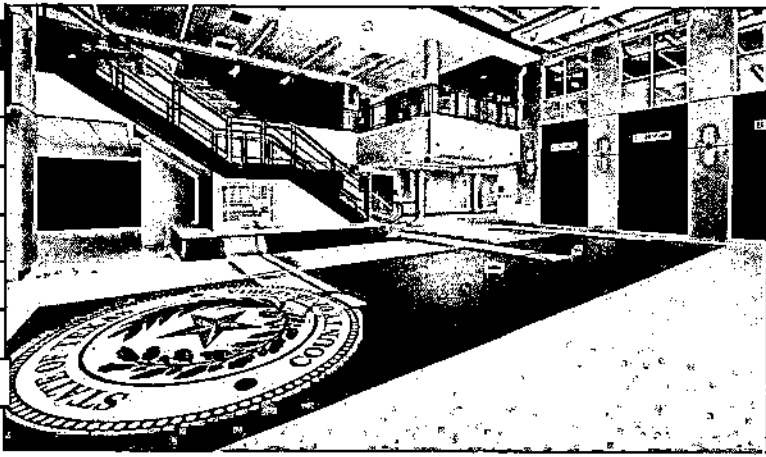
Brazoria County Courthouse Campus Expansion

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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 – Broaddus 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

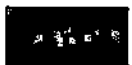
April 22, 1993

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.

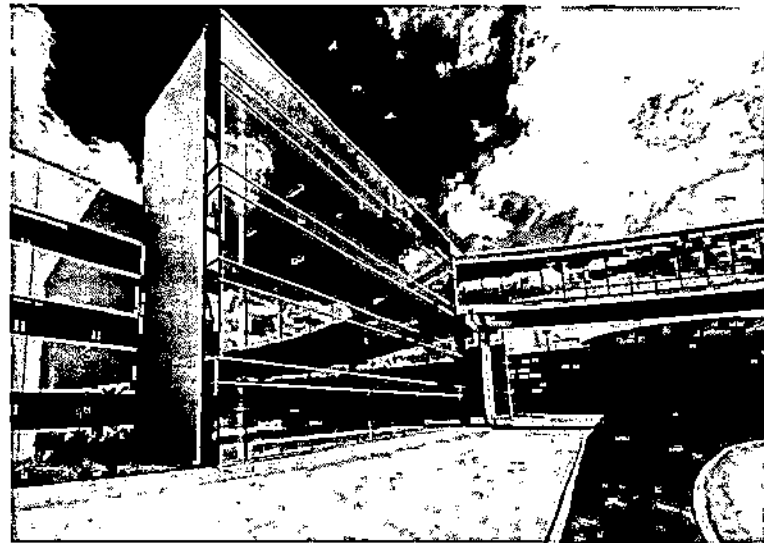
o. Has your organization or any of the partners, principals, officers, or personnel been in litigation or arbitration with regard to construction contracts in the last five (5) years? Is any litigation currently pending? If so, please provide context and explanation of the relevant issues.

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 a 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.

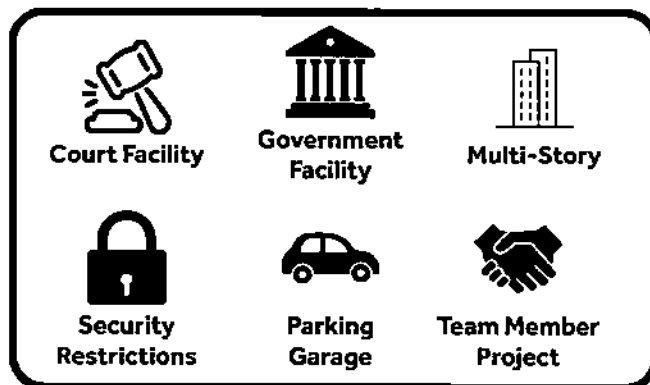
b. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date; actual or estimated final completion date.

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.

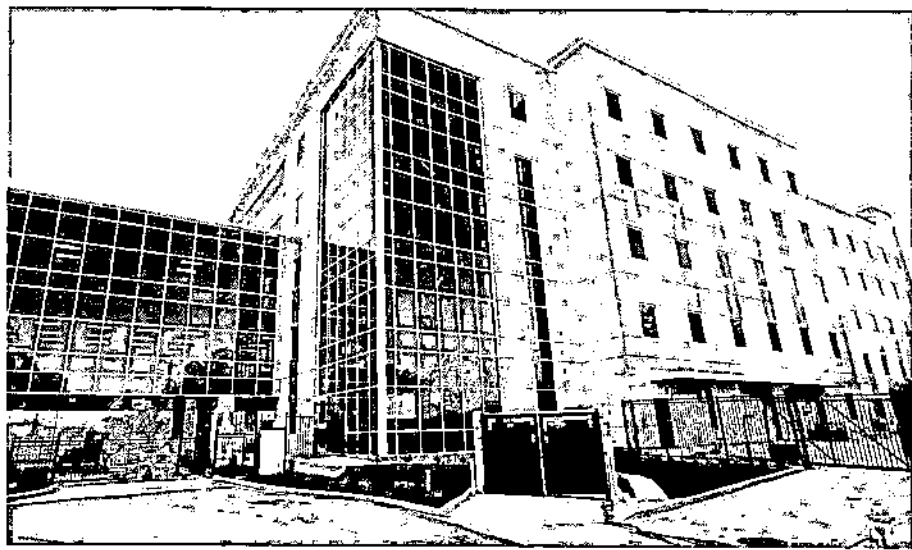
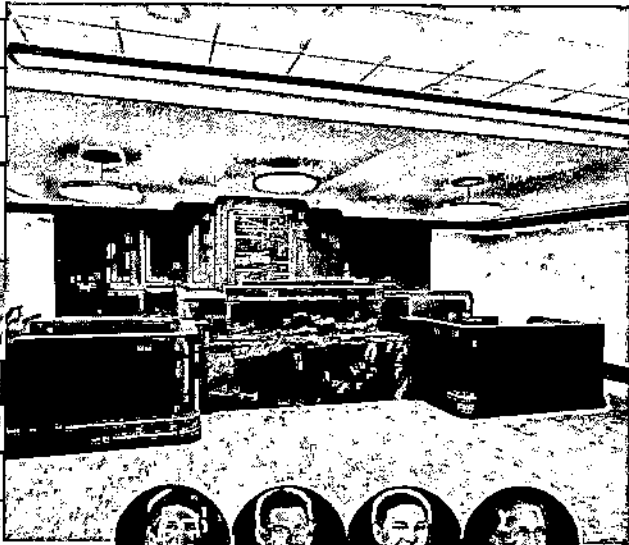
The chart below shows our proposed team members work on each of our similar projects including their role on the project.



Brazoria County Courthouse Campus Expansion

Project	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
Team Member							
<b>Key Project Similarities</b>	<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



Court



Government



Multi-Story



Security

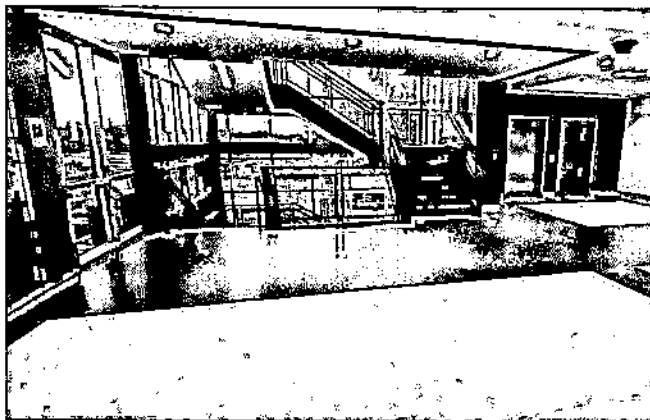


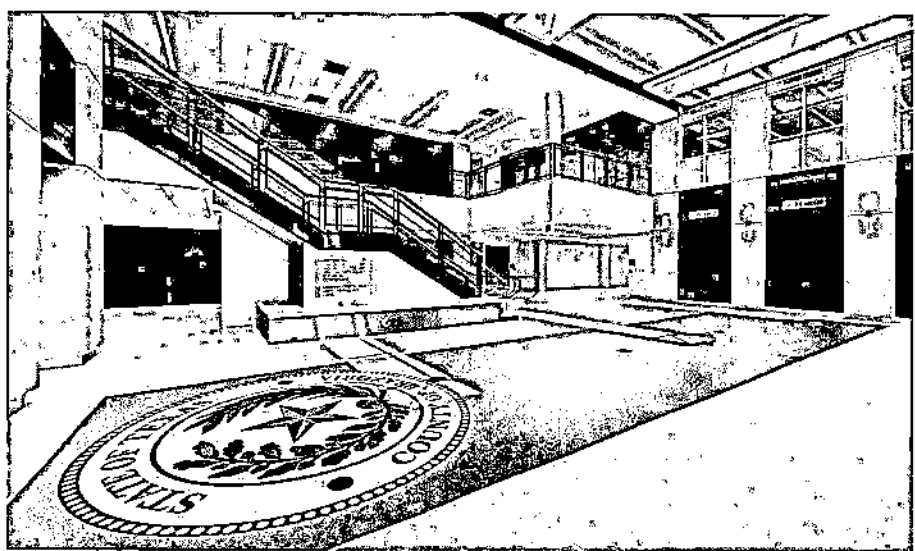
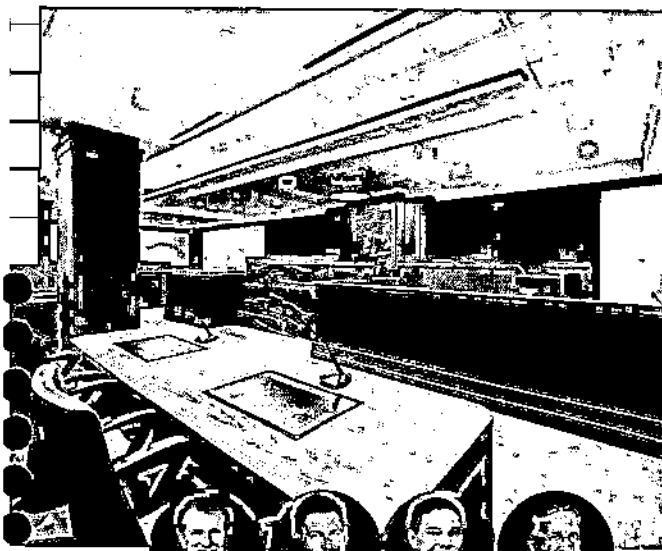
Team

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.**





**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

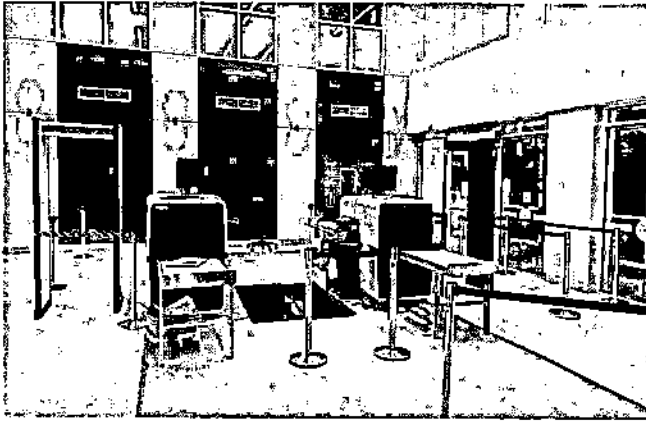
# BRAZORIA COUNTY ADMINISTRATION BUILDING

ANGLETON, TEXAS



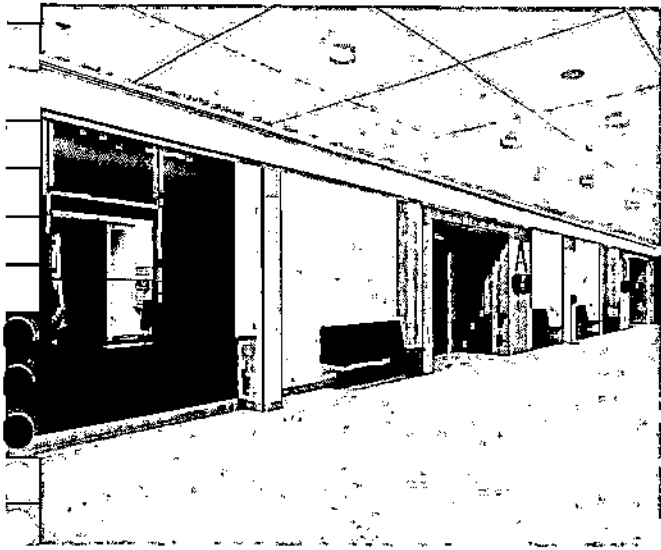
The Administration Building is a portion of the multi-phased expansion of the Brazoria County Courthouse Campus. The new ground-up, **five-level** Administration Building totals 148,000 square feet. It houses the County's new departmental jury empaneling areas, Commissioners Court spaces, Grand Jury 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



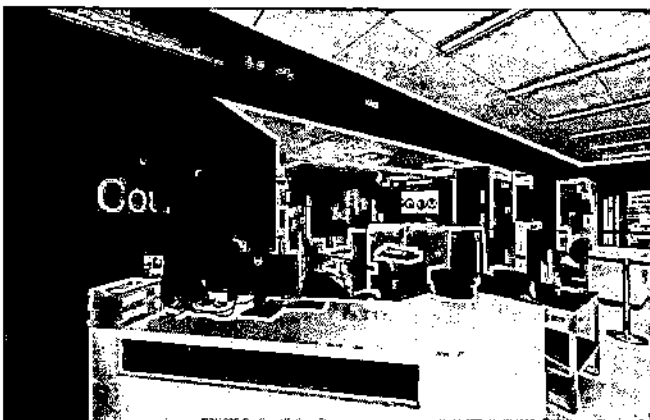
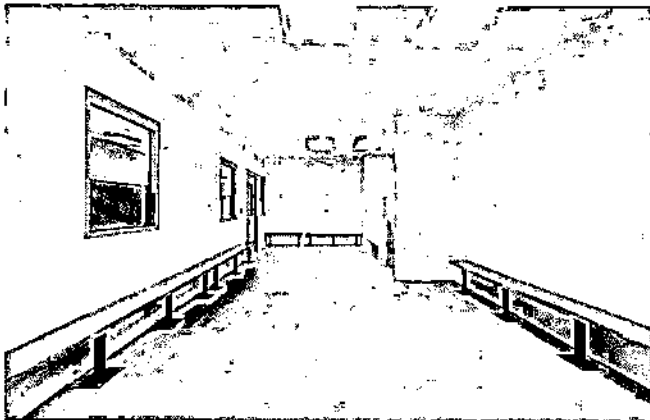
Multi-Story



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)

**CONSTRUCTION COST**  
Original: \$65,328,000  
Final: \$65,759,814

**TYPE OF CONSTRUCTION**  
New

**OWNER**  
Private Client  
Bridgewood Property Company  
Jim Hepburn  
(713) 623-6767  
jhepburn@bridgewood.us

**SIZE OF PROJECT**  
322,695 SF

**COMPLETION DATE**  
04/2020

# THE VILLAGE OF SOUTHAMPTON

HOUSTON, TEXAS



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.

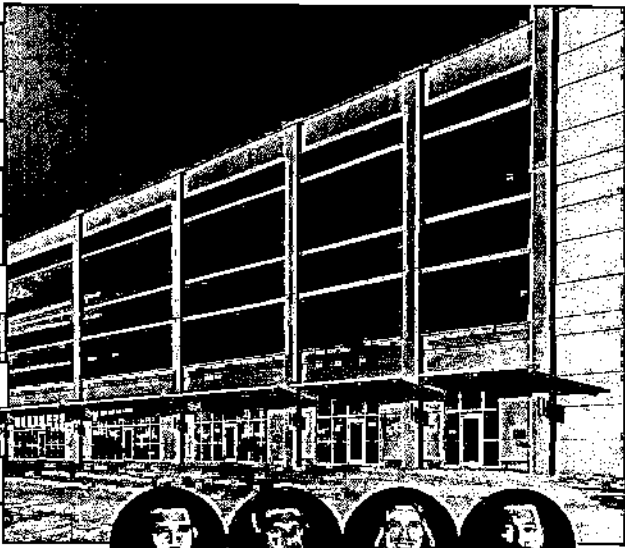


*"...It has been my pleasure to work with SpawGlass on numerous complex construction projects over the course of the last twenty years. In every instance, they have provided an exemplary team of qualified professionals who have consistently demonstrated a strong and unified commitment to quality, schedule, 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

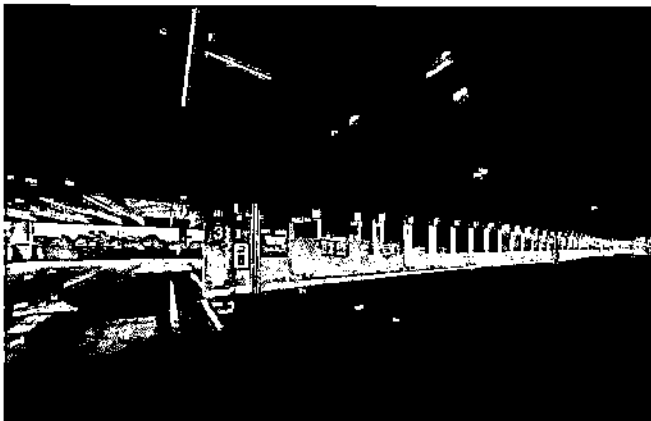
**COMPLETION DATE**  
08/2023

**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

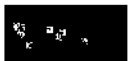
# CITY OF TEMPLE 1ST STREET GARAGE AND 4TH STREET GARAGE

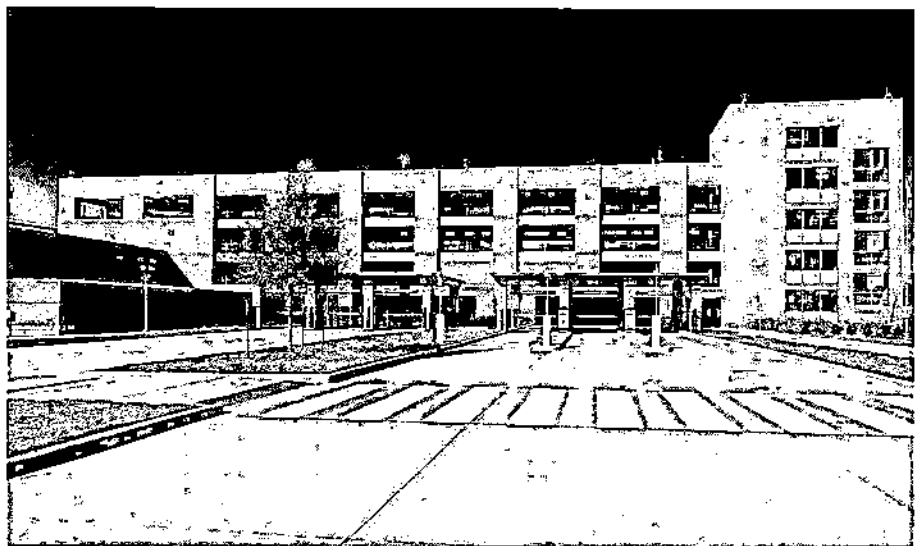
TEMPLE, TEXAS



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



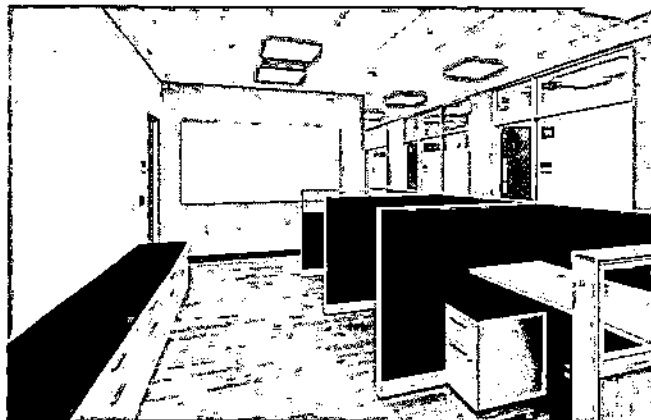
Team

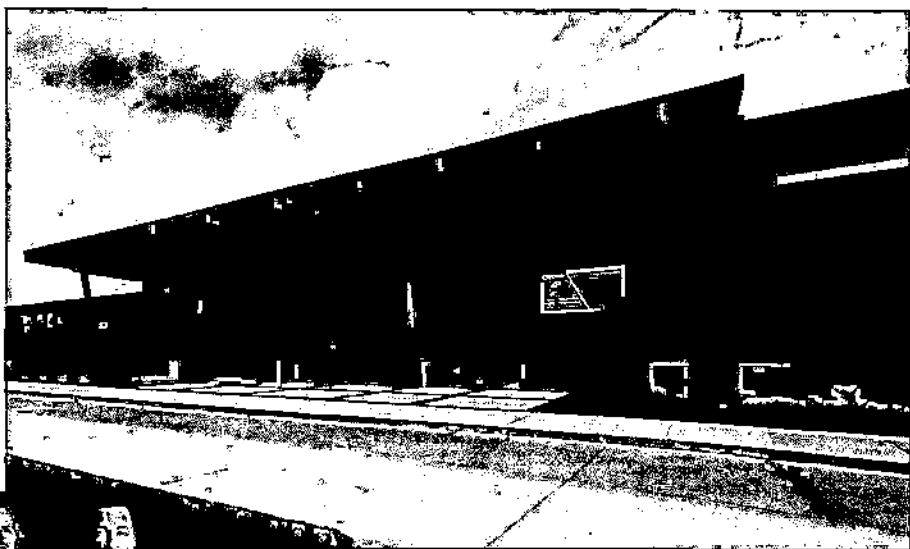
This design-build, mixed-use parking garage consists of a **five-level parking garage** and three tenant retail spaces, including **offices**, recreation facility and dining services. The program space is steel construction. The site plan and exterior design, which includes brick veneer and storefront 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

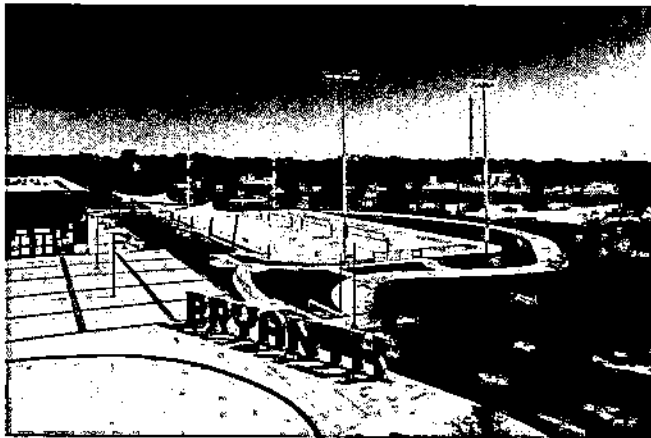
**SIZE OF PROJECT**  
122,500 SF Building  
148,000 SF Exterior Amenities

**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@bryanb.gov

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.



# CITY OF BRYAN LEGENDS EVENT CENTER AND EXTERIOR AMENITIES

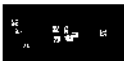
BRYAN, TEXAS

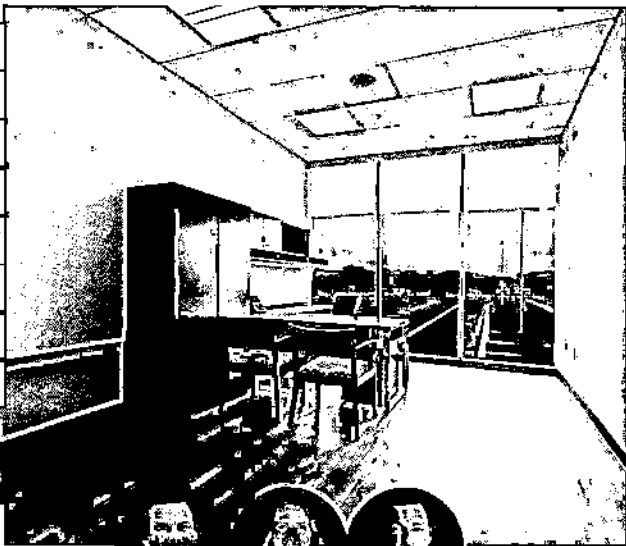


The 122,000-square-foot Legends Event Center is a hub for athletes, gamers and families looking to break a sweat and have some fun. The facility is located on a 148-acre site and features a vast playbook of amenities. The multi-purpose sports and entertainment facility includes 16 volleyball courts, 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 Lorange  
832-795-4099  
jlorance@tamus.edu

# TEXAS A&M UNIVERSITY JOHN D. WHITE '70 – ROBERT L. WALKER '58 MUSIC ACTIVITIES CENTER



COLLEGE STATION, TEXAS



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.

*"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."*

-Tom Reber, Associate Vice President for Student Affairs  
Texas A&M University



Project was awarded the 2020 Excellence in Construction and Best of Houston from the Associated Builders and Contractors (ABC) of Greater Houston organization.





# 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.

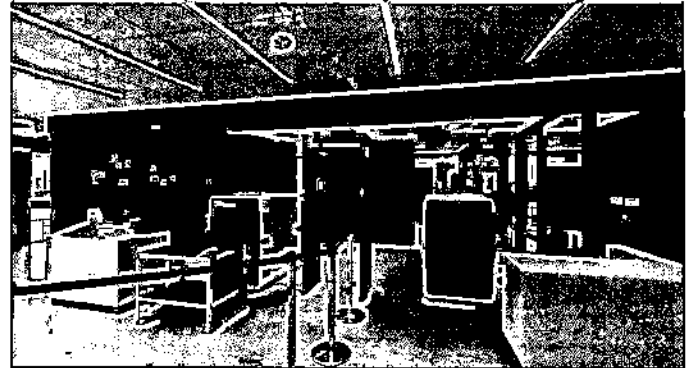
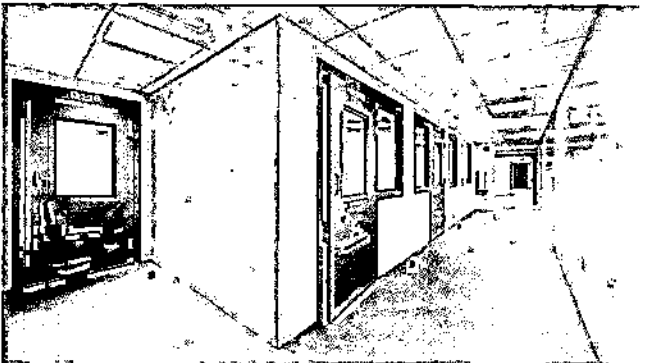
## Key Cards for Restricted Access

- 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



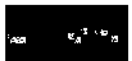
## Secure Holding Areas

- 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
 <p><b>Drew Cain</b> Project Executive</p>	<p>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></p>	<p><b>Garrett Wheaton</b> Vice President, Operations</p>
 <p><b>Matthew Fontaine</b> Project Manager</p>	<p>Ensure constant coordination of work between the jobsite, Brazos County, the design team and subcontractors, oversee continual cost control.</p>	<p><b>Drew Cain</b> Project Executive</p>
 <p><b>Cody James</b> Superintendent</p>	<p>Oversee all construction activities on the jobsite, management of subcontractors, and leadership of the project's safety and quality control programs.</p>	<p><b>Drew Cain</b> Project Executive</p>
 <p><b>Jim Chirido</b> QC Coordinator</p>	<p>Develop, implement, document and oversee the site-specific quality control plan, conduct regular QA/QC inspections.</p>	<p><b>Matthew Fontaine</b> Project Manager</p>
 <p><b>Charles Barrington</b> Asst. Superintendent</p>	<p>Assist the project team through the supervision, inspection, coordination and control of construction activities.</p>	<p><b>Cody James</b> Superintendent</p>
 <p><b>Dustin Wilson</b> Chief Estimator</p>	<p>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.</p>	<p><b>Roger Berry</b> Houston Division President</p>
 <p><b>Andrew Kerbow</b> Estimator</p>	<p>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.</p>	<p><b>Dustin Wilson</b> Chief Estimator</p>
 <p><b>Bryant Carrasquillo</b> BIM/ VDC Coordinator</p>	<p>Develop the processes and workflows for the ongoing digital exchange of drawings and models throughout the project.</p>	<p><b>Drew Cain</b> Project Executive</p>
 <p><b>Sarah Accurso</b> Contract Administrator</p>	<p>Lead field administrative duties such as insurance documentation, sensitive information management, certified payroll, and project meeting calendars.</p>	<p><b>Drew Cain</b> Project Executive</p>
 <p><b>Garrett Wheaton</b> Vice President, Operations</p>	<p>Conduct monthly project reviews and designate project team and craft professionals <b>Available to Brazos County at any time in any capacity necessary.</b></p>	<p><b>Roger Berry</b> Houston Division President</p>
 <p><b>Roger Berry</b> Houston Division President</p>	<p>Provide executive directives and company commitments to support the project and Brazos County.</p>	<p><b>Michael Emmons</b> Chief Operating Officer</p>



## 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.

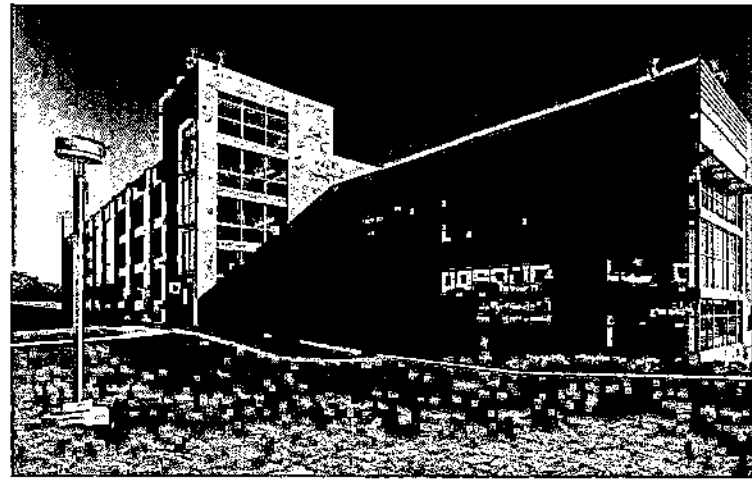
We regularly utilize the consultants below on our projects, and they all have an established relationship with the proposed team members.

- **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.



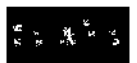
Brazoria County Courthouse Campus Expansion



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



**DUSTIN WILSON**  
CHIEF ESTIMATOR

- Estimating leadership
- Project estimates
- Bid solicitation
- GMP development



**GARETT WHEATON**  
VICE PRESIDENT, OPERATIONS

- Client satisfaction
- Operational oversight
- Team development
- Monthly project reviews



**ANDREW KERBOW**  
ESTIMATOR

- Subcontractor outreach
- Estimating take-offs
- Bid tabulation/analysis

**CONSULTANTS**


SAFETY - ESC CONSULTANTS

ENVELOPE CONSULTING - TBD



**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



**CODY JAMES**  
SUPERINTENDENT

- Field leadership
- Safety leadership
- Lean construction
- Schedule management
- Constructability reviews



**JIM CHIRIDO**  
QUALITY ASSURANCE

- Quality management
- QA/QC inspections
- Material verification
- Submittal management



**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

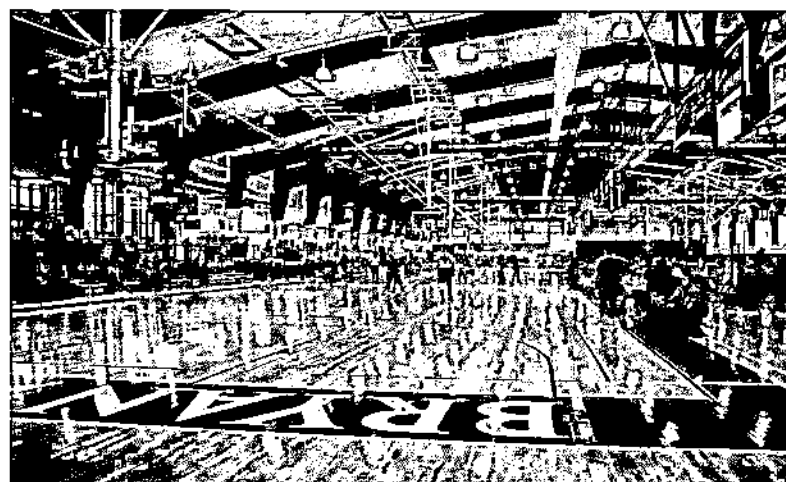
Safety Trained Supervisor  
Construction (STS-C)

## 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

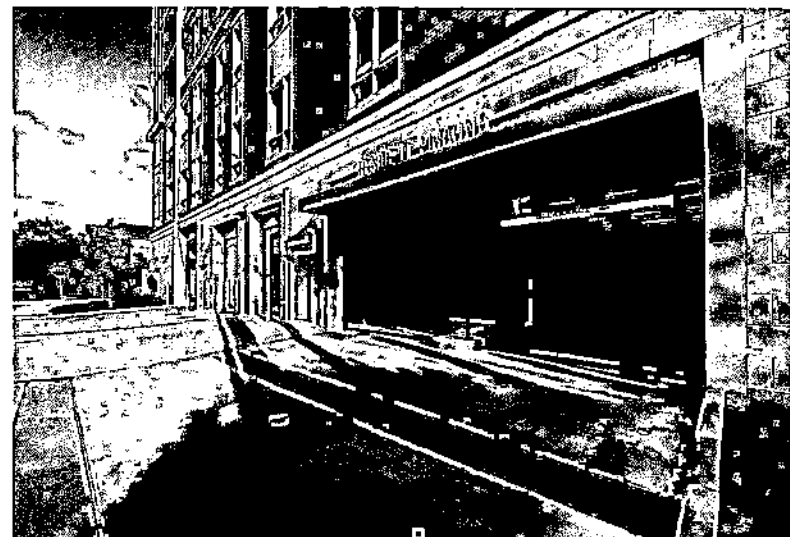
Brazoria County

979-849-5711

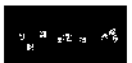
Karenm@brazoria-county.com



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

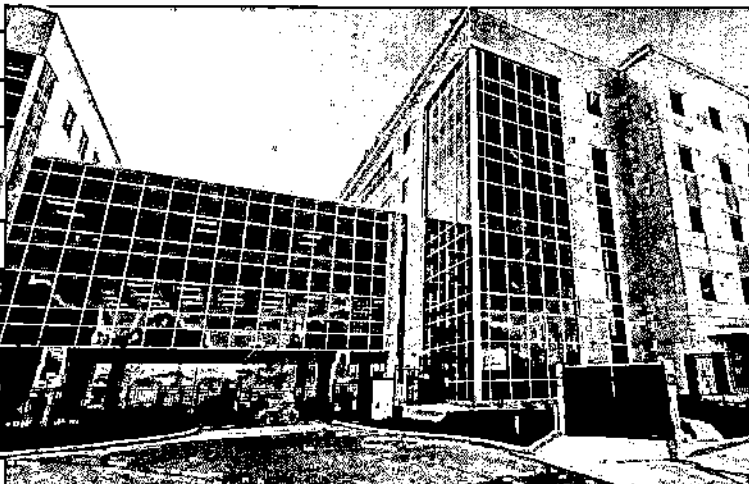
Karen McKinnon

Assistant County Engineer

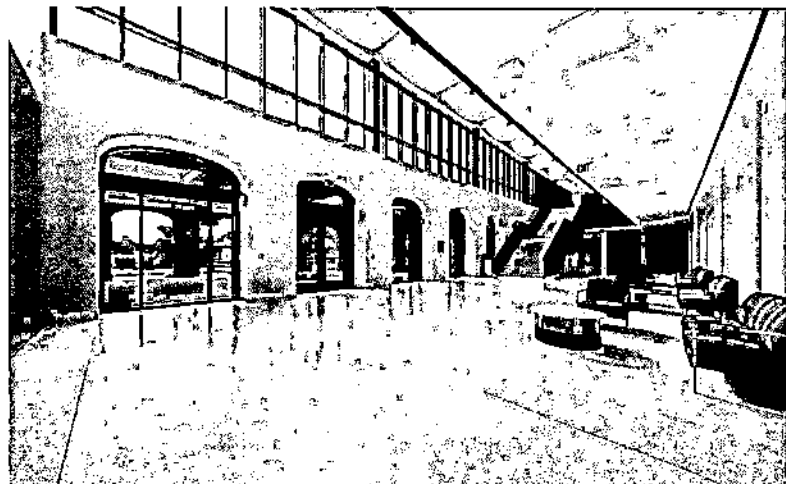
Brazoria County

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



#### 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)



# 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

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

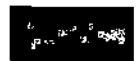
College Station, TX

## 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

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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

### 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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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**



# 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

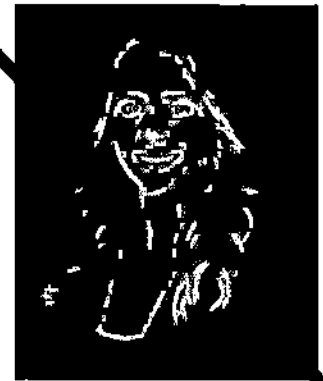
New Caney, TX | \$125,000,000 | 209,988 SF

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 Con-  
structors 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 Chirdo  
 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!



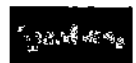
### BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION

#### 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.

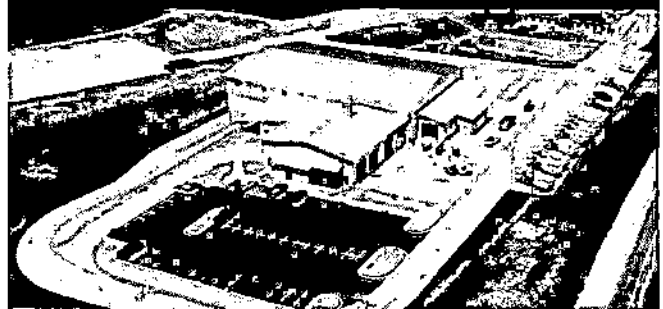
SpawGlass implements lean construction practices and The Last Planner® System to enhance the efficiency of our projects. Lean scheduling is based on maximizing production to keep projects on track, emphasizes respect for all project team members and promotes true collaboration throughout the preconstruction 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.**

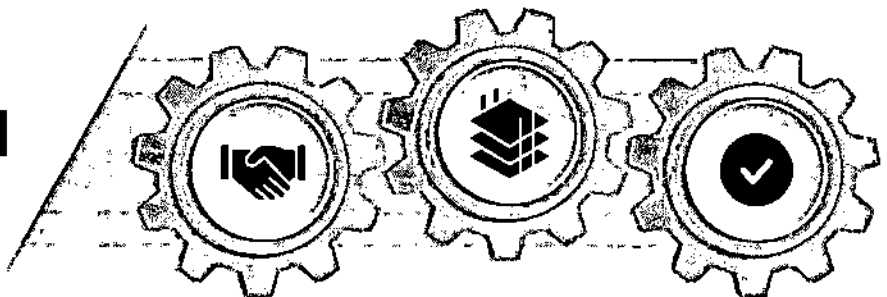
The Project Progression Plan is most effective when the entire design team, owner representatives and SpawGlass team are active participants in the session. SpawGlass will lead the team in establishing the design schedule by leveraging design guidelines and a project bid package strategy to enable construction 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

- Hold weekly check-ins
- Facilitate timely decision making

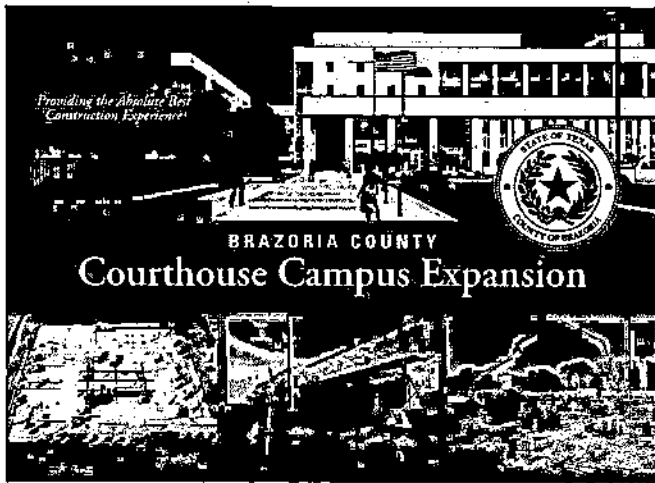
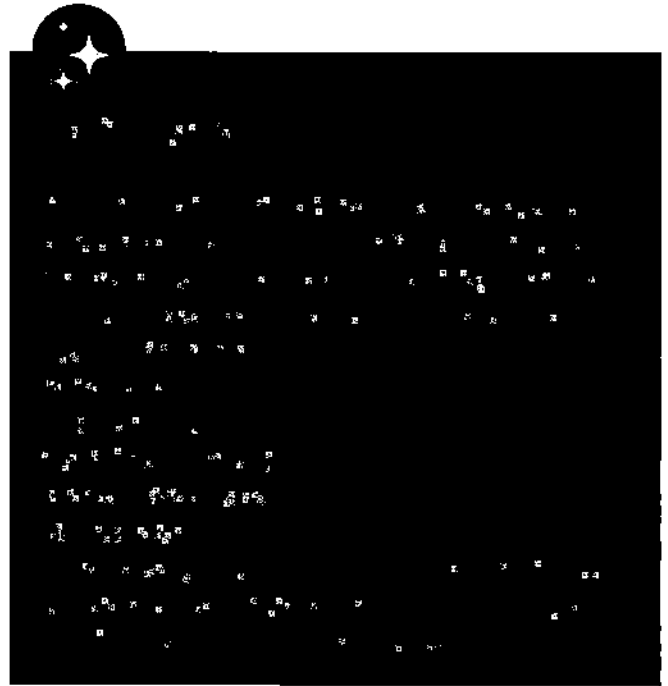
## Bi-Weekly Project Updates



### What to expect:

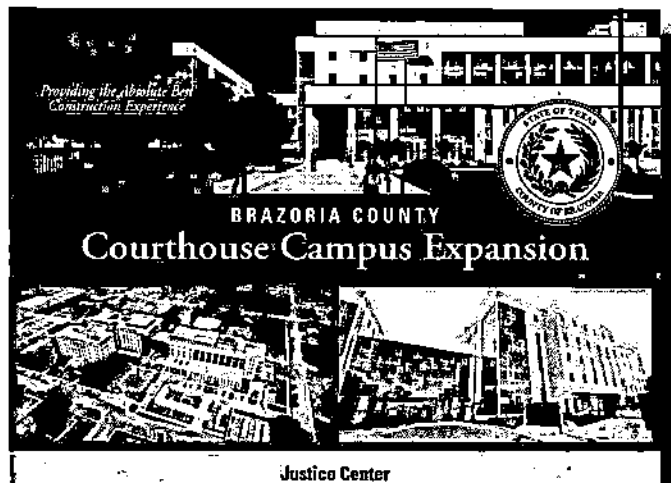
Every other week, **Superintendent Cody James** and **Project Manager Matthew Fontaine** will provide Brazoria County with a one page project update including current jobsite activities, upcoming activities, and progress photos.

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.



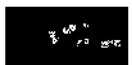
Emergency Operations Building	Administration Building
<p><b>Current</b></p> <p>With the slab-on-grade complete, the project focus shifts to site utility work and construction of the exterior walls:</p> <ul style="list-style-type: none"> <li>Exterior CMU block wall installation</li> <li>Water/Fire line 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



Justico Center	
<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>

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.



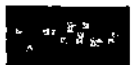
Flexible Courtroom Seating at Comal County Landa and Annex Building

**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

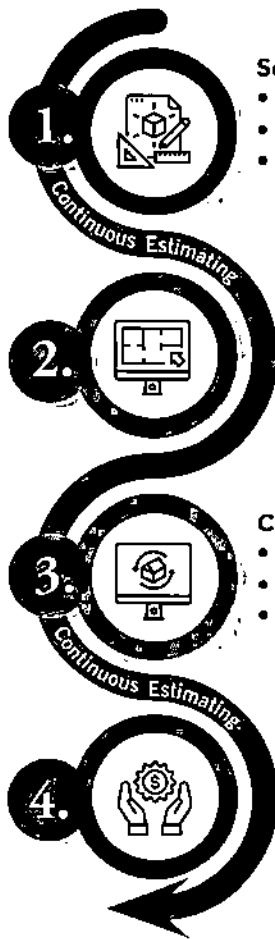
We have the relationships with subcontractors in the local area to assist with budget control, realistic scheduling and identification of early-procurement items.



### 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)**

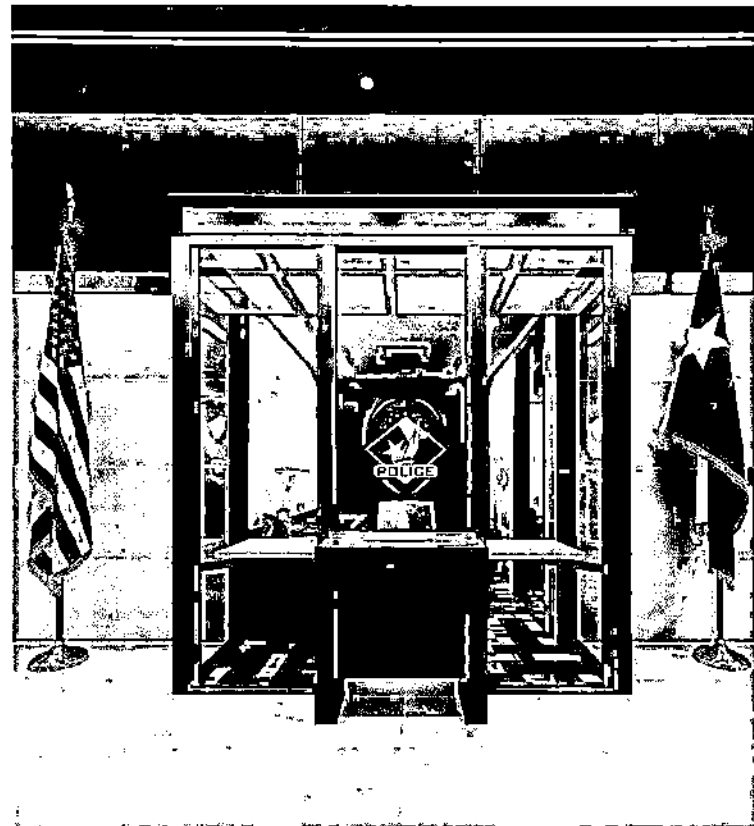
- Detailed estimate with units and quantities
- Early bid packages
- Adjustments to maintain budget

**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

Ensure broad participation of major subcontractor trades during GMP

Develop baseline project cost model from program of requirements (POR) prior to design

Deliberate on advantages of early involvement of trade partners in design

Lead "target-based design" from design team, with scope developed in conjunction with program requirements and a target cost early

Establish design and review schedules that allow for increased evaluation and buy-in time from the owner and end users

When using a third-party cost consultant, pre-plan and discuss estimate structure and unique project aspects prior to estimate reconciliation

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
- Request for Pricing
- Transmittal Log
- Submittal Log
- Subcontracts
- Accounting
- Owner Billing





## 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 *We intend to utilize Procore project management software for your 101 North Texas Avenue Project.	<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>





## 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

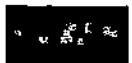
### Construction Phase Schedule

- 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)**

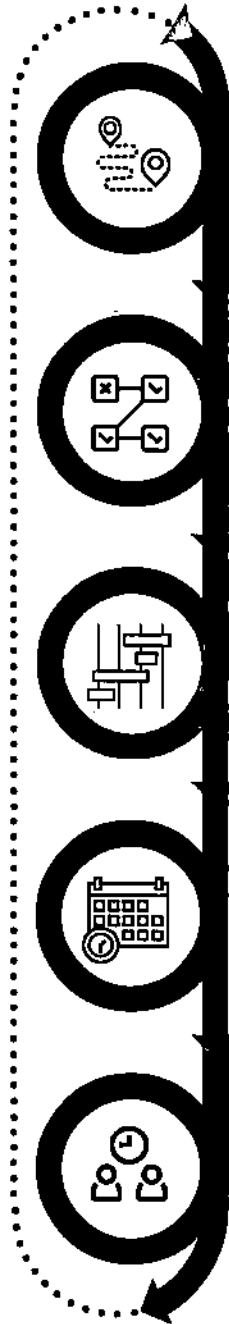
The project team compiles a detailed one-week list of all tasks and activities that support the SWLA and pull planning results. The WWP clearly identifies the handoff points within an activity as well as the manpower needed to accomplish each task. Once each specialty contractor submits their WWP to 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 ensures 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**

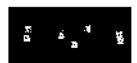
Provides a detailed breakdown of the work tasks by laying them out on weekly planning boards.

**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:

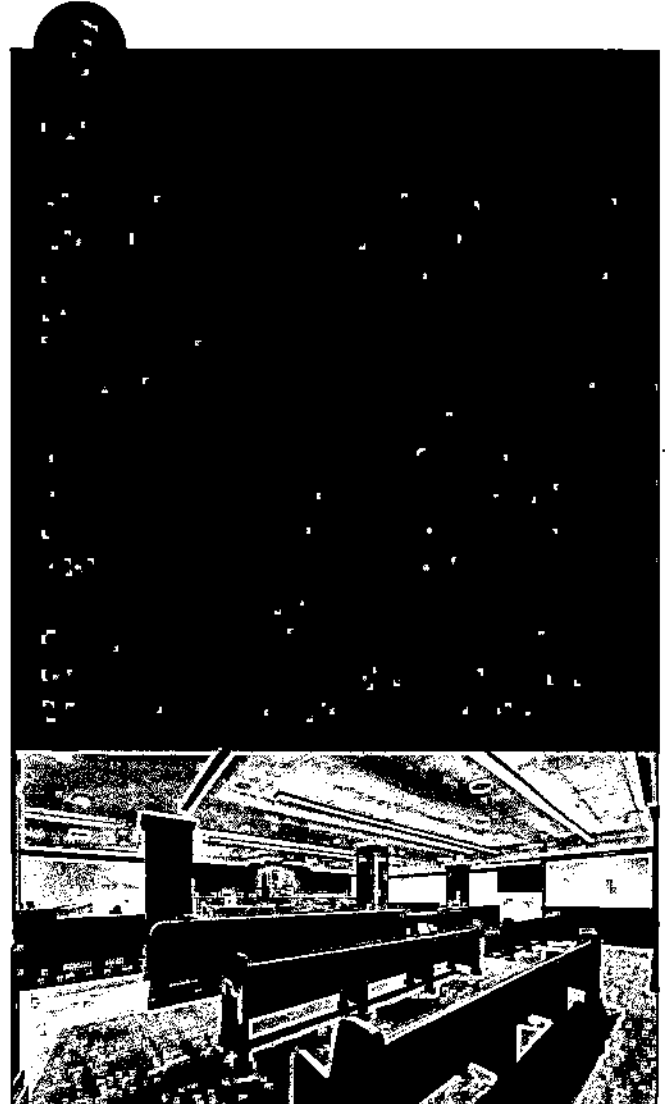
- Documentation of costs through GMP
- Assurance of best value
- Collaboration and accountability across the team

## 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.

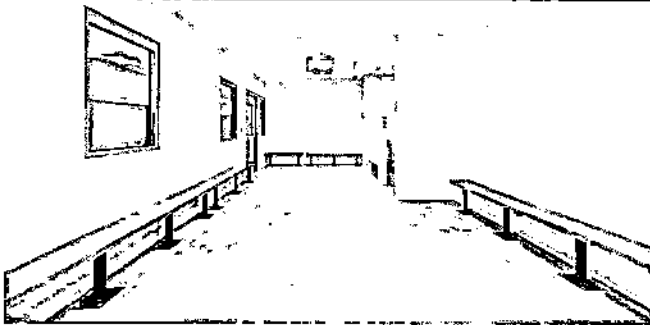
With this knowledge, we can offer alternates in bid documents to take advantage of market fluctuations and get the best value on bid day. Monitoring products like electronics and PVC also helps us reduce the impact of escalation. Our methods result in accurate and reliable estimates that reflect the total project cost.





### COST SAVINGS FOR COMAL COUNTY

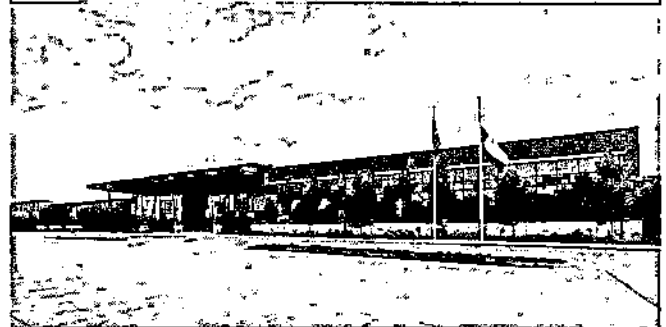
During the construction of the holding facility, our project team identified an innovative solution for building custom walls for the detention center using metal stud framing, steel plates and pre-drilled holes. Re-purposing steel panels from a previously completed county jail project saved the owner \$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.

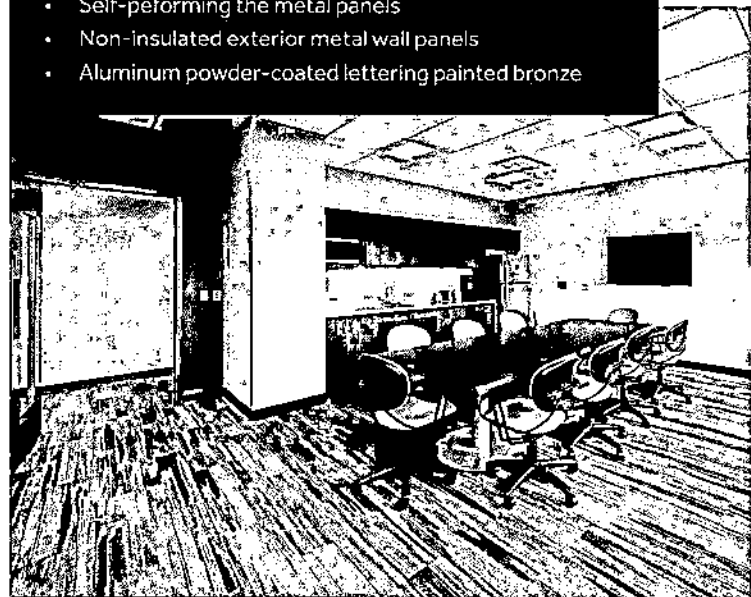
Working together with the design team and key subcontractors, we will present options that reduce costs while maintaining intended function and don't impact to the schedule. Using our experience and detailed budget breakdown, as well as our subcontractors' knowledge, we can narrow down scopes that have 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.

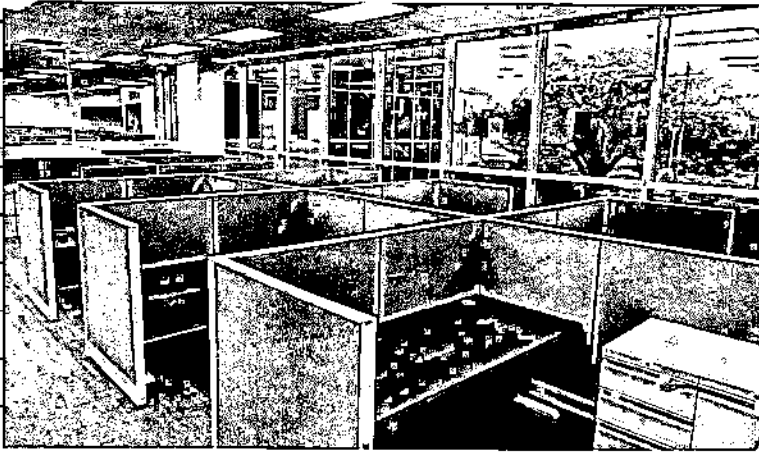


### BUILDING VALUE FOR COMAL COUNTY

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

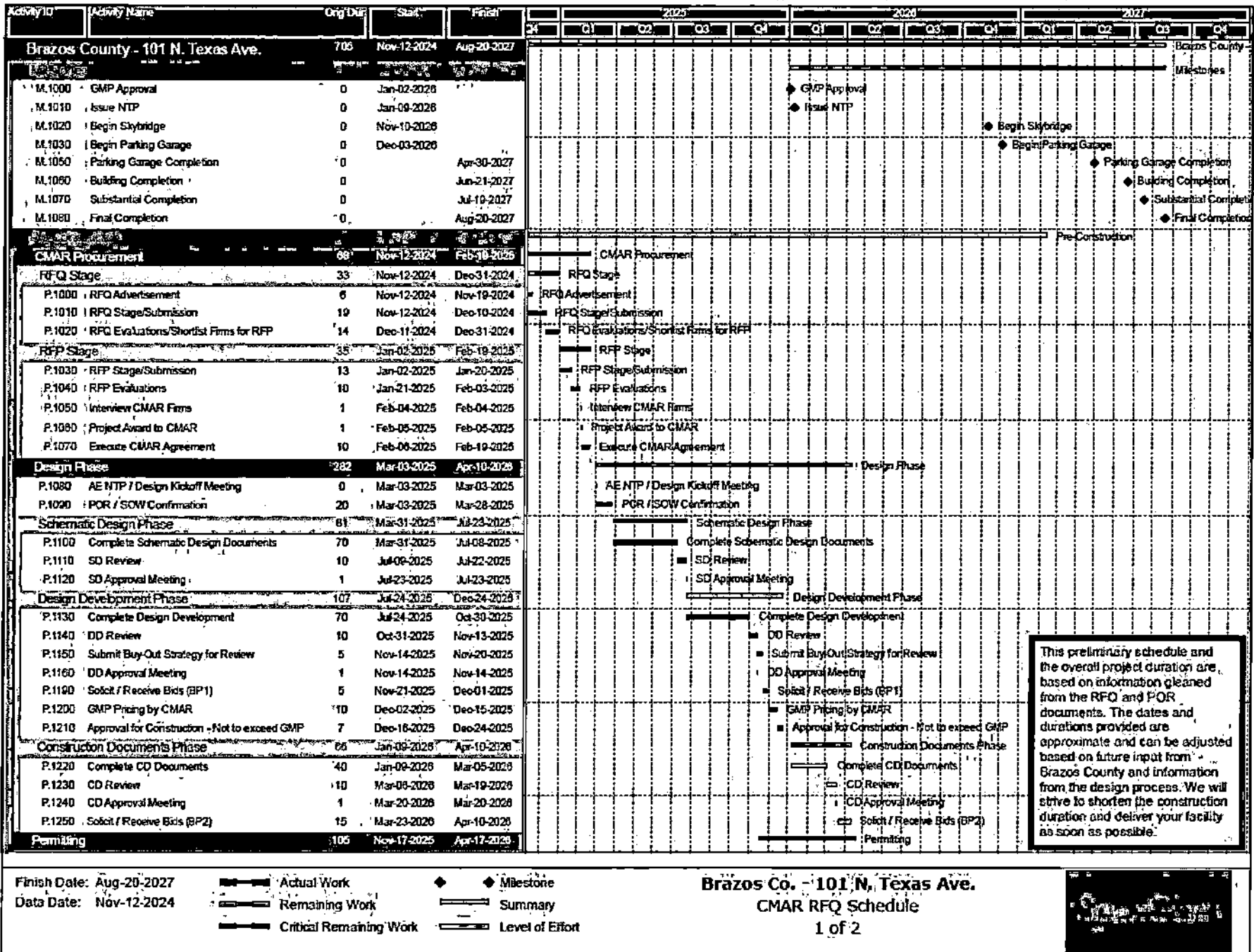
*b. Identify key steps, phases, milestones, approvals, and project meetings you anticipate in a proposed milestone schedule for the project.*

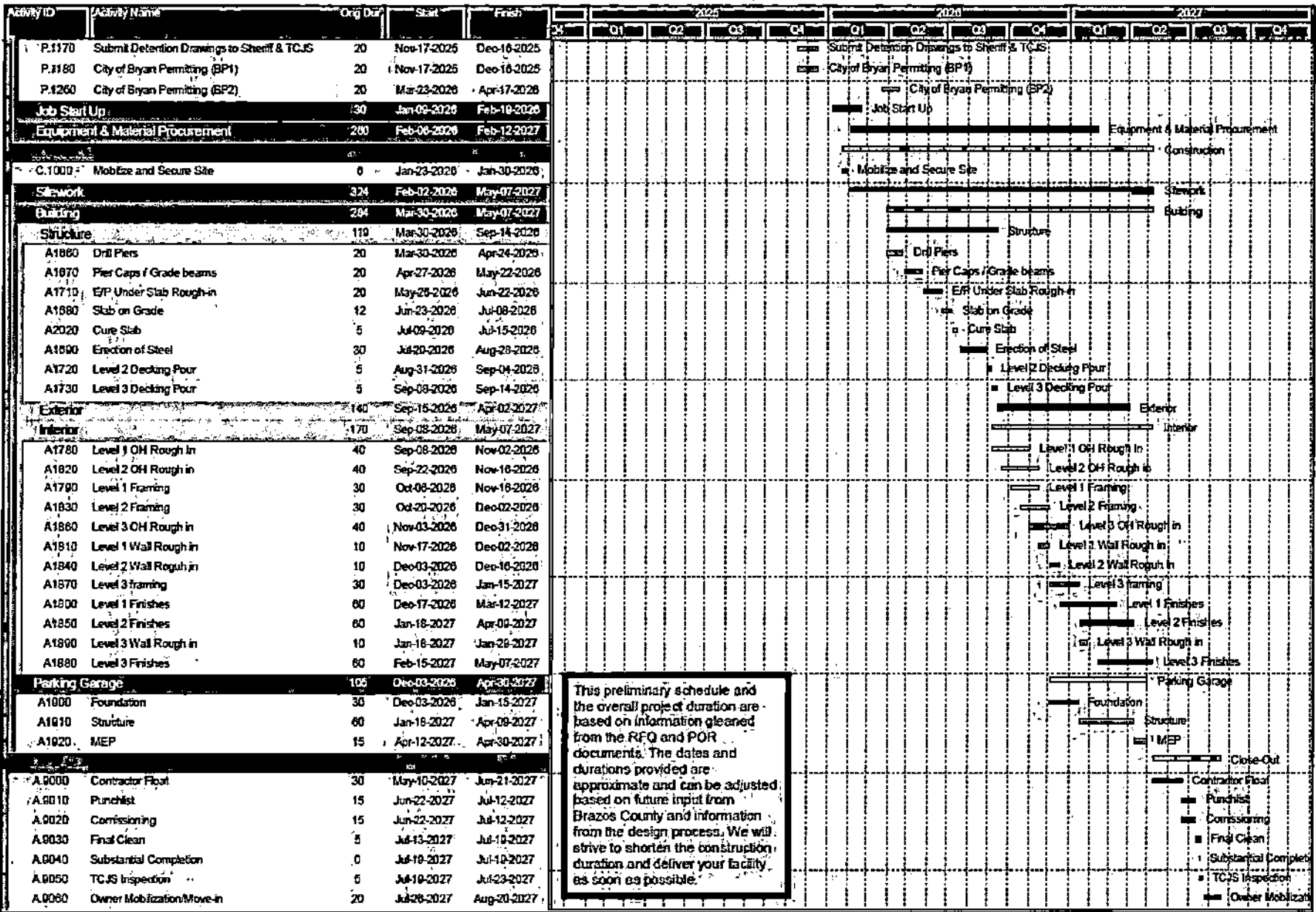
Our proposed milestone schedule for this project is included on the following pages. This is a preliminary construction schedule based on the current provided documents. A more refined schedule can be provided in the future.



#### 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.





Finish Date: Aug-20-2027  
 Data Date: Nov-12-2024

Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone  
 Summary  
 Level of Effort

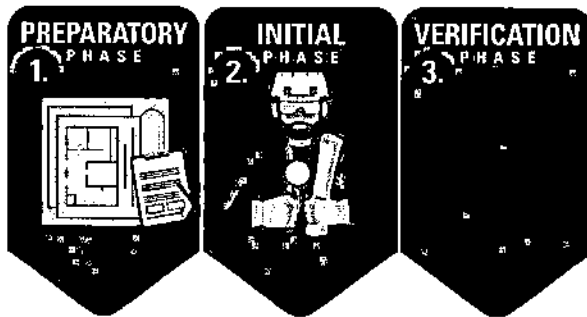
**Brazos Co. - 101 N. Texas Ave.**  
 CMAR RFQ Schedule  
 2 of 2

## 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:



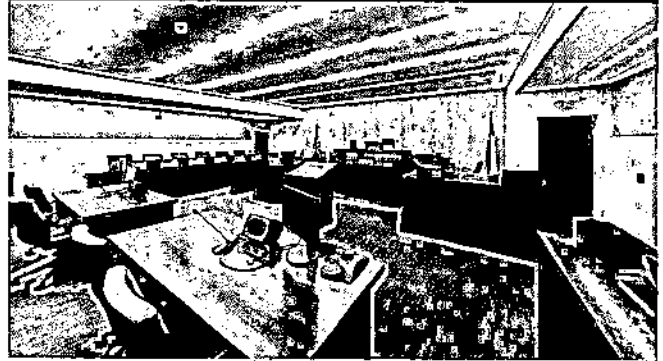
**Preparatory Phase** – Prior to beginning work, our project team will review contract specifications and drawings, manufacturers’ installation instructions and required inspections, and arrangements for required tests and inspections. We also will review each subcontractor’s site-specific quality management 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

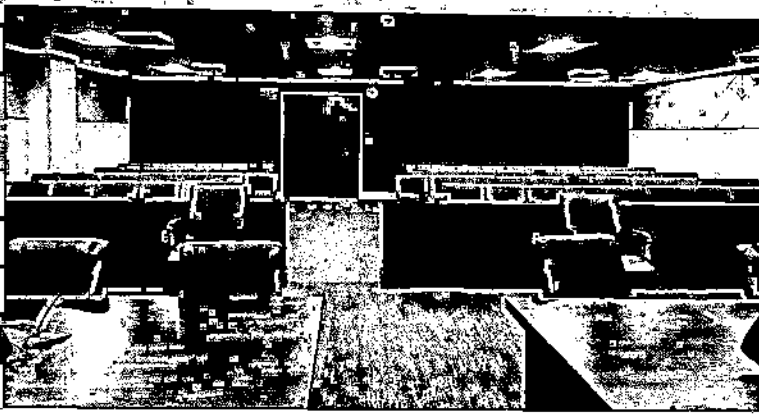
COMAL COUNTY LANDA AND ANNEX BUILDINGS—NEW BRAUNFELS, TX



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

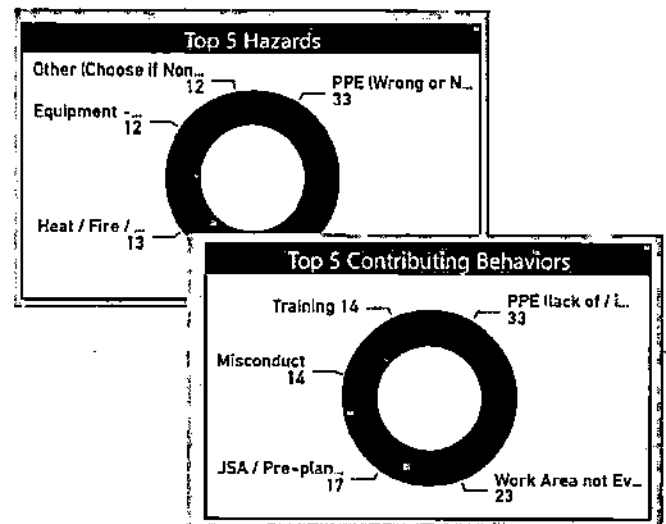
The project team will develop a site-specific safety plan before beginning work on the project. The site-specific safety plan will include high-risk activities and potential work hazards. The team will address how hazards will be eliminated or mitigated and how they will prevent accidents and injuries.

#### 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.

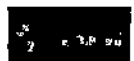
#### Procore Construction Management Software

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**

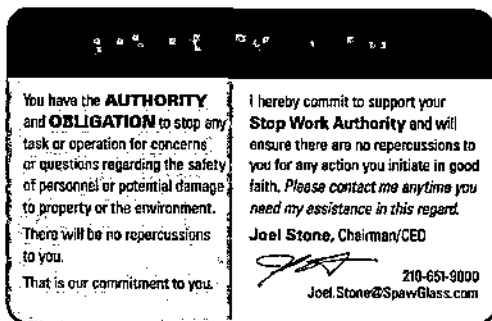
To eliminate subcontractor incidents, SpawGlass established this safety performance standard for the selection and evaluation of subcontractors. The "IMPACT" program elements include: contract preparation (Identify), subcontractor selection (Measure), subcontract award (Promote), orientation and training (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.



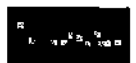
**Third-Party Safety Consultant**

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

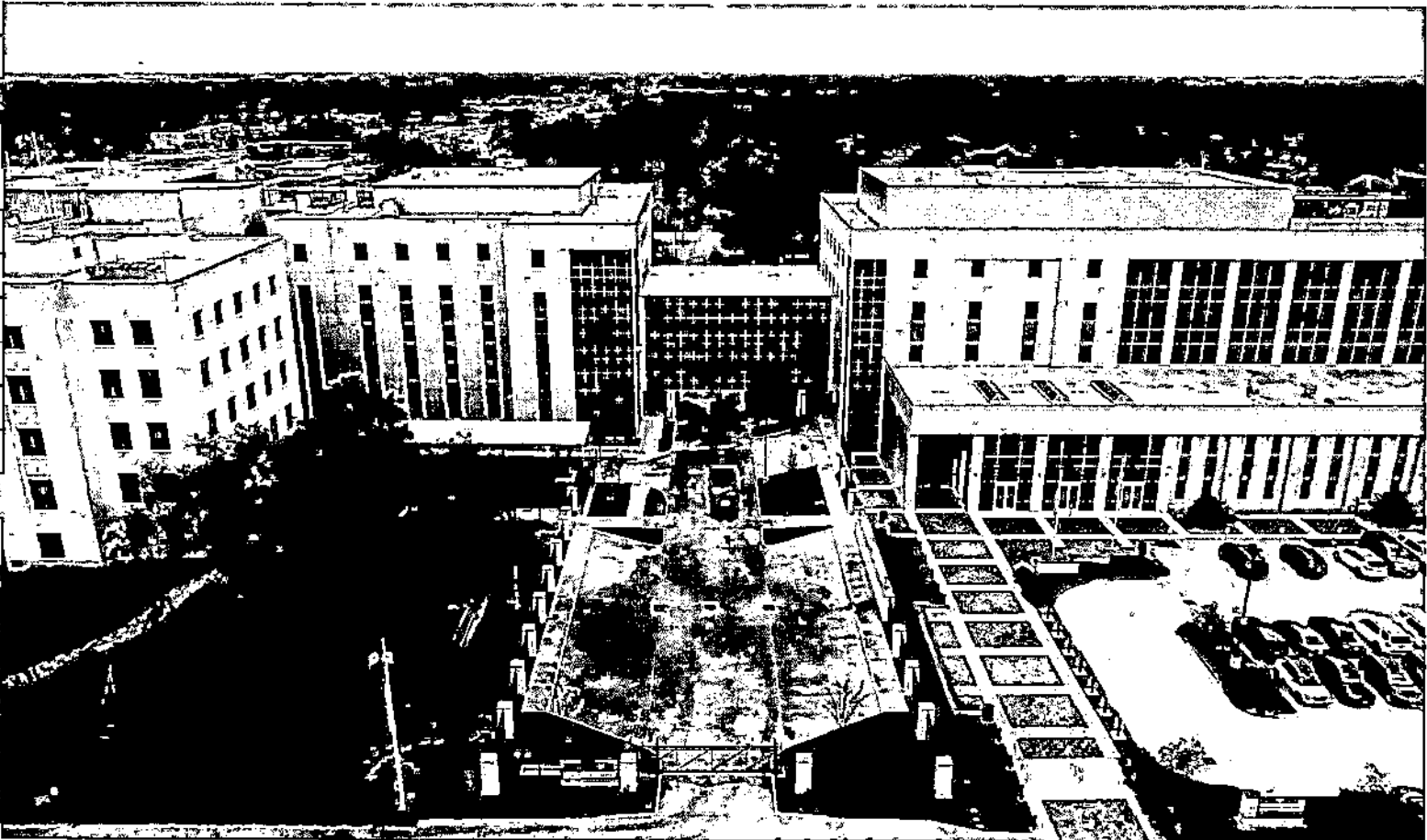
2023 Recordable Incident Rate- 1.2

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*

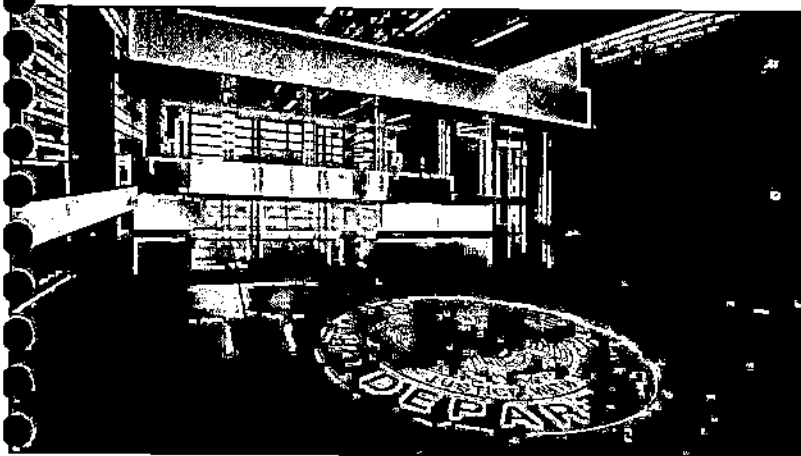
SpawGlass Construction Corporation has had one serious subcontractor injury that led to a death in our 31 years of business. A subcontractor crew leader was incorrectly tied-off to an anchor point with an excessively long lanyard, not calculating the fall distance properly. SpawGlass was not found to 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







# SECTION 8

## INNOVATIVE APPROACH TO PROBLEM SOLVING

City of Houston Fondren Police Station Lobby

### 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



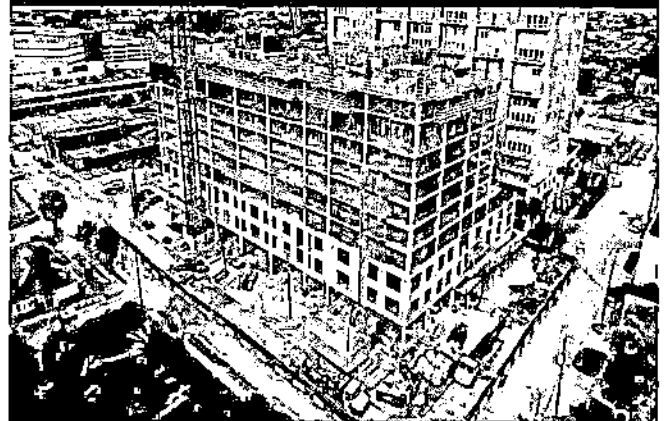
#### COORDINATING CONTRACTOR PARKING

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.

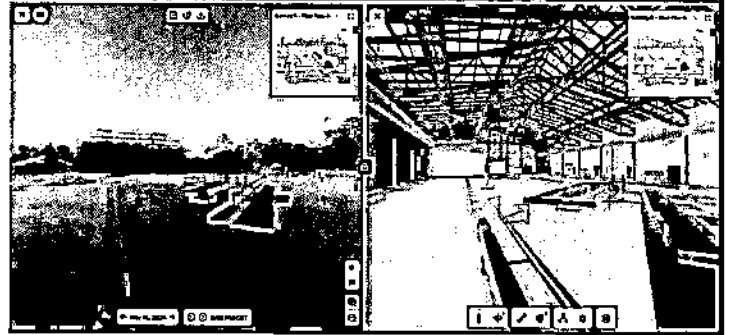
**Onsite Training** - To leverage the model in the field and ensure successful implementation, we will provide onsite training for trade foremen.

### Drone technology

We can use drones to clearly define project conditions and convey project progress.

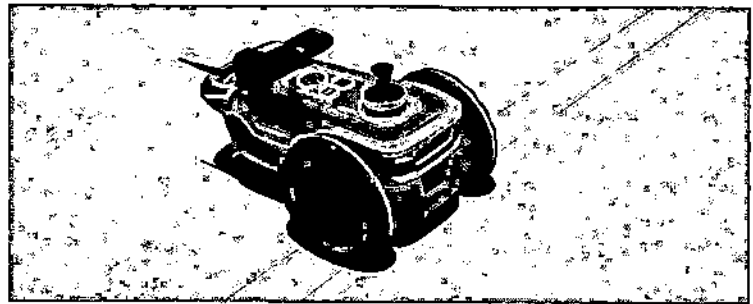
## OpenSpace

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

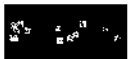
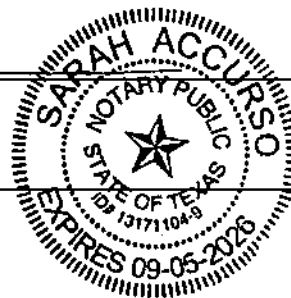
Proposer's Signature: *[Handwritten Signature]*

Date: December 10, 2024

Subscribed and sworn to me on this 10th day of December in the year 2024

*[Handwritten Signature]*  
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**

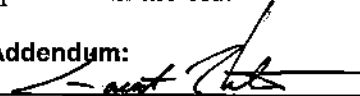
**Issued:** November 11, 2024  
**Change:** Correction in Definitions  
**Reason:** Errors Noticed

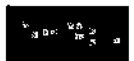
Please see the attached, revised RFQ.

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.

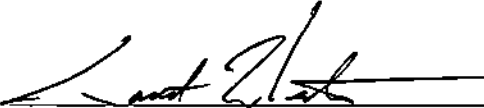
**Acknowledgement of Addendum:**

**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

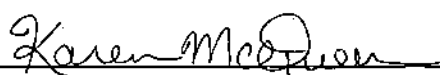
Employer Identification Number: 1-76-0398989-2 (State); 76-0398989 (Federal)

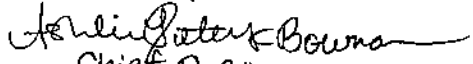
CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFQ NO. CIP 25-563

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: MARCH 18, 2025

Attest: Brazos County Clerk 

By:   
Chief Deputy



*Providing the Absolute Best  
Construction Experience*



**SpawGlass**

4030 SH-6, Ste. 300  
College Station, TX 77845  
979-401-3270

SpawGlass.com

*Connect with us today!*



# PLAN NORTH

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	<u>20%</u>
	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: Duane Peters

Printed Title: County Judge

Date: 3/18/25

Signature:  Managing Principal, PlanNorth Architectural Co.

Printed Name: Ken Burch

Printed Title: Managing Principal

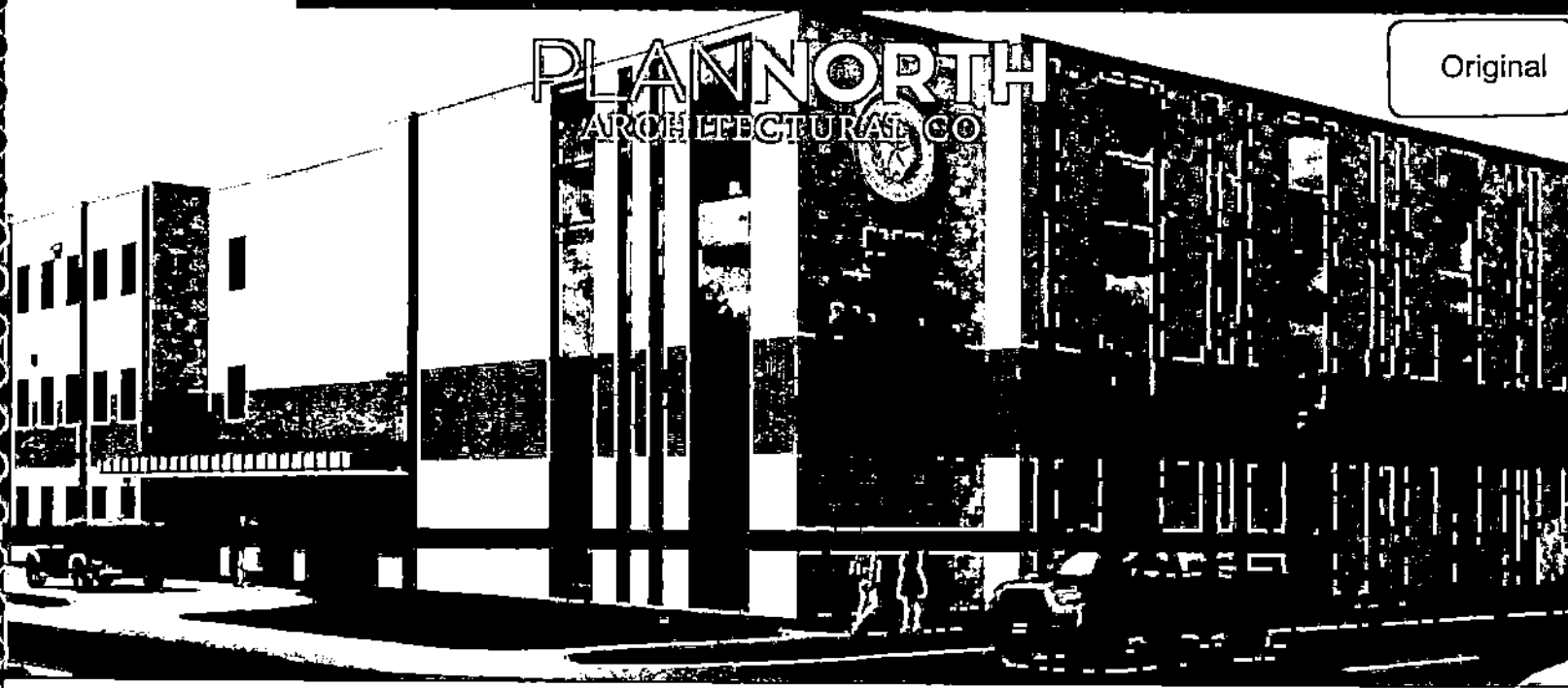
Date: March 6, 2025

**Exhibit A-1**

<b>101 North Texas Avenue, Brazos County</b>			
	<b>Project Schedule Milestones</b>	<b>Date</b>	
<b>Procurement</b>			
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	
<b>Design Phase</b>			
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	
<b>GMP by CMAR</b>			
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	
<b>Construction Phase</b>			
16	Notice to Proceed to CMAR	Jan. '26	Construction Duration
17	Substantial Completion of Project	May '27	
<b>Owner Occupancy</b>			
18	Owner FFE Move-In	June '27	Occupancy 3 Months
19	Construction Final Completion	July '27	
20	Owner Occupancy	Aug. '27	

PLANNORTH  
ARCHITECTURAL CO.

Original



A RESPONSE TO:

**BRAZOS COUNTY  
RFQ NO. CIP 25-560**

ARCHITECT FOR 101 NORTH TEXAS AVENUE



107 S. BAYLOR STREET BRENHAM, TEXAS

(979)421-3003

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



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

# 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!

## 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 205 became a cultural commitment for PlanNorth: <https://youtu.be/WOAI4SWVOV8>



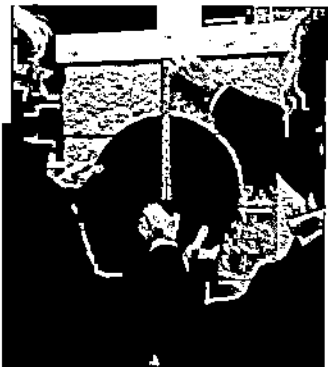
## 2015

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!

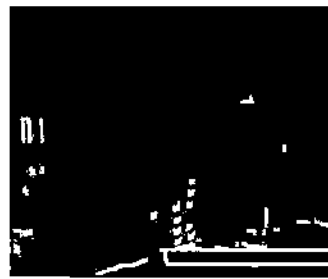
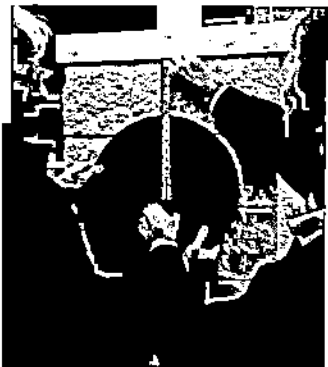


## 2014

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.



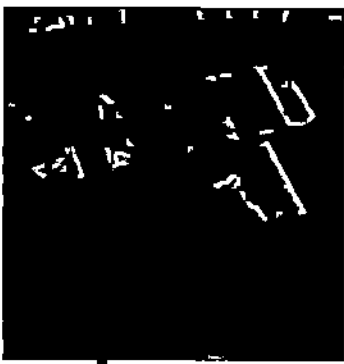
## 2008

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.



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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

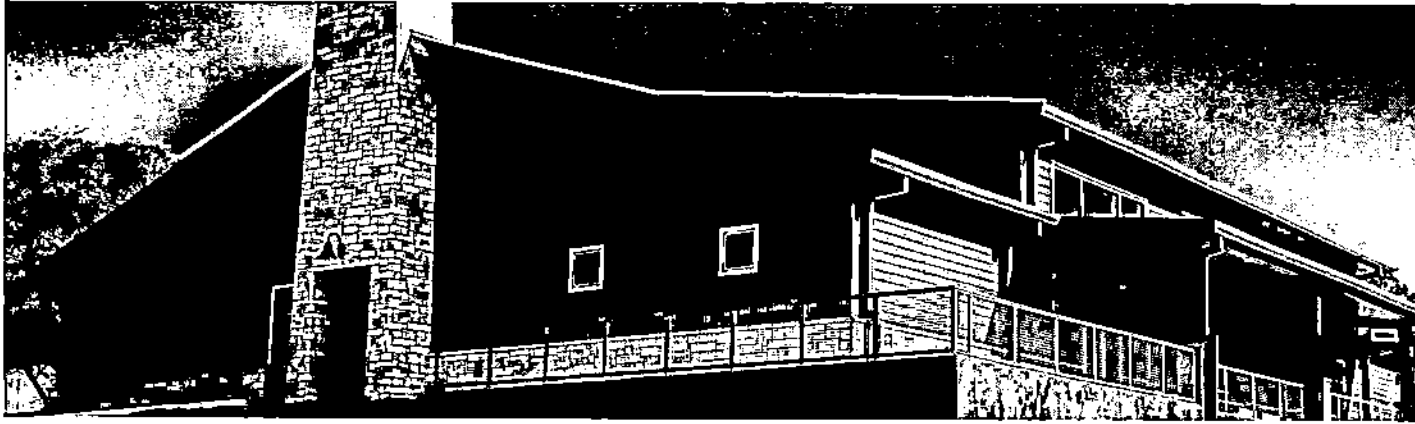
f. Primary Contact regarding this response:

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 BURGH, 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@csbtx.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

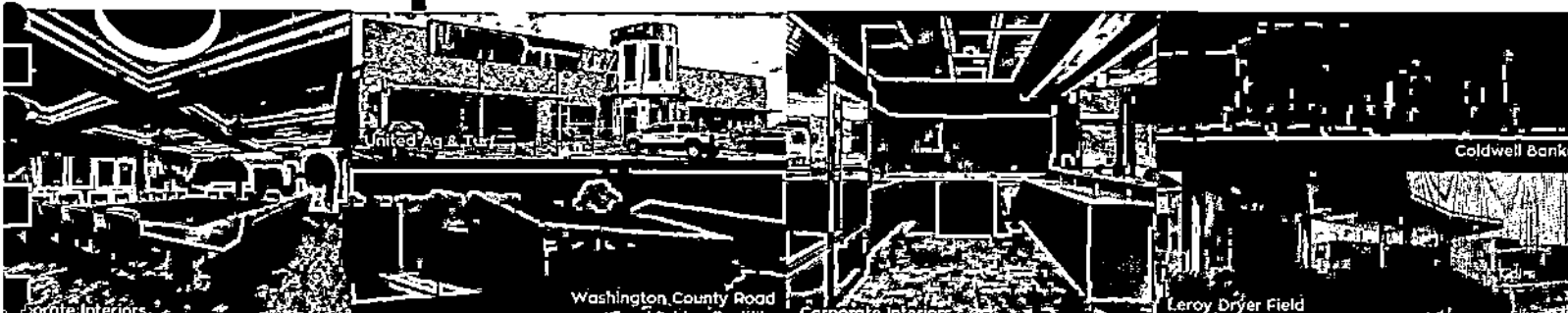
259 Acres in La Grange, TX – 9,500 SF Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center

### Lost Creek Store Hearne, Texas

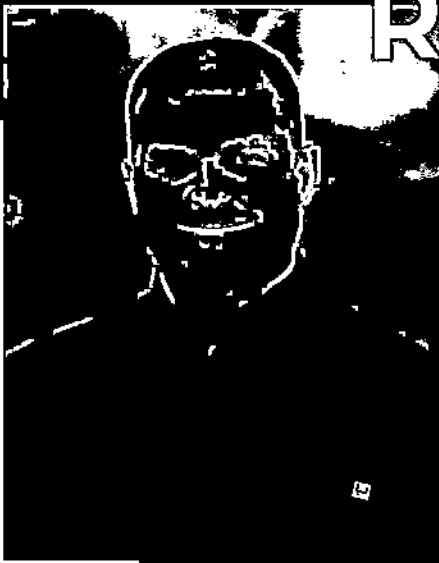
A new concept for a "third-place" in Hearne, Texas including 13,280 SF of food service for bakery, Starbucks, fuel and retail including outdoor spaces and master planned development

### 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.

## 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

### 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

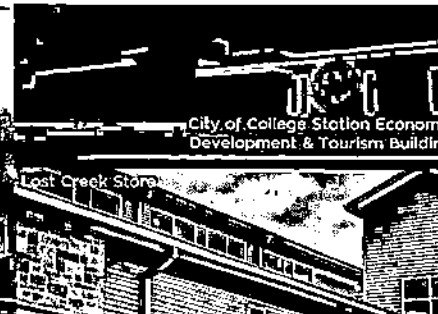
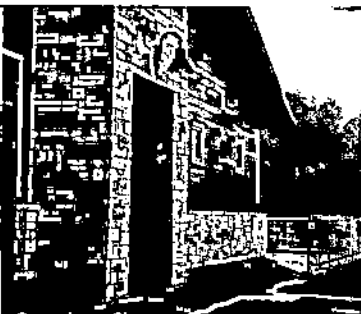
[tlansdown@brazoscountytexas.gov](mailto:tlansdown@brazoscountytexas.gov)

979-446-6924

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](mailto: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**

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### **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

### **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**

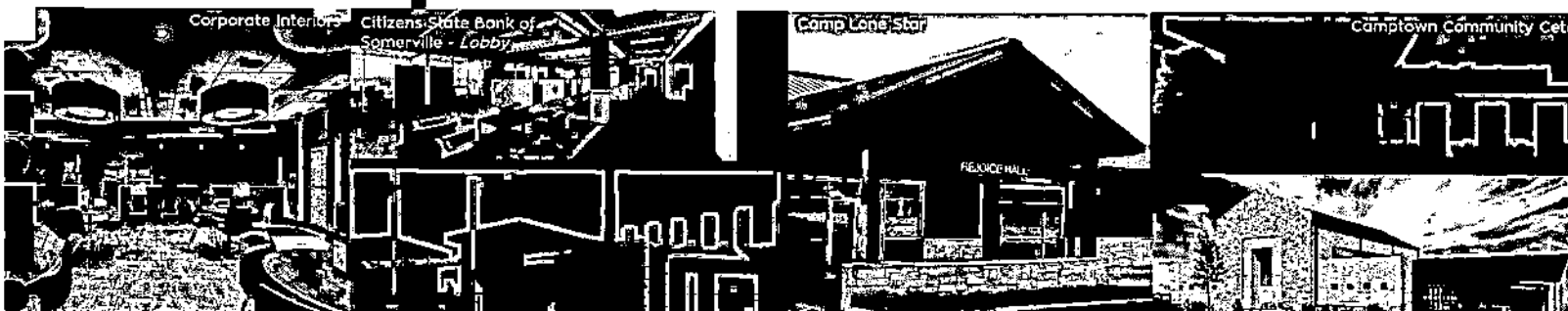
259 Acres in La Grange, TX – 9,500 SF Feasibility study and Master plan, Dining Hall, Staff Housing, Adult Retreat Center .

Corporate Interiors

Citizens State Bank of Somerville - Lobby

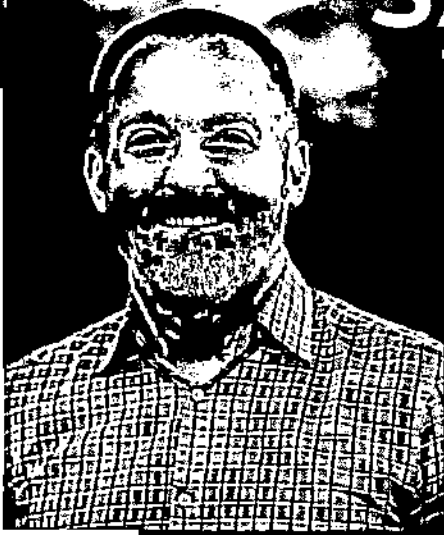
Camp Lone Star

CampTown Community Ctr





# 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)

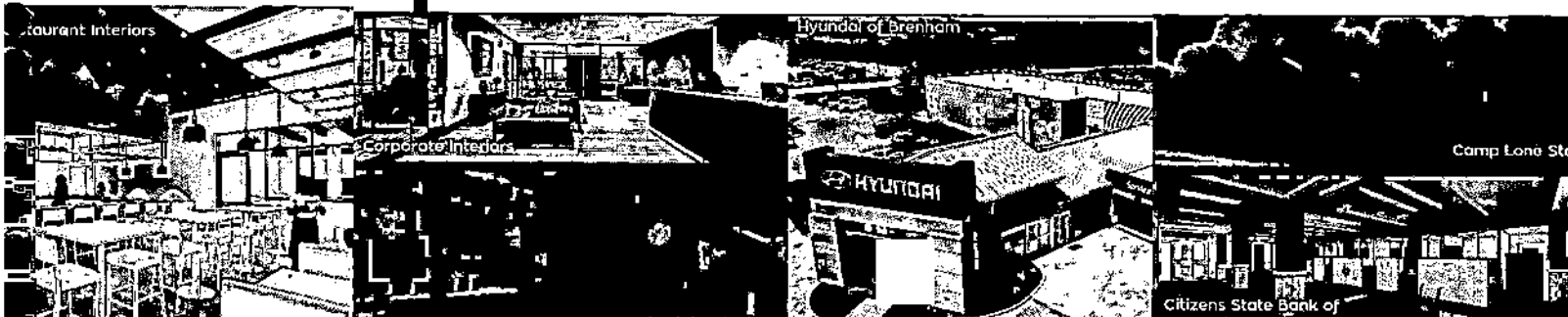
### Camp Lone Star Lutheran Outdoor Ministries of Texas

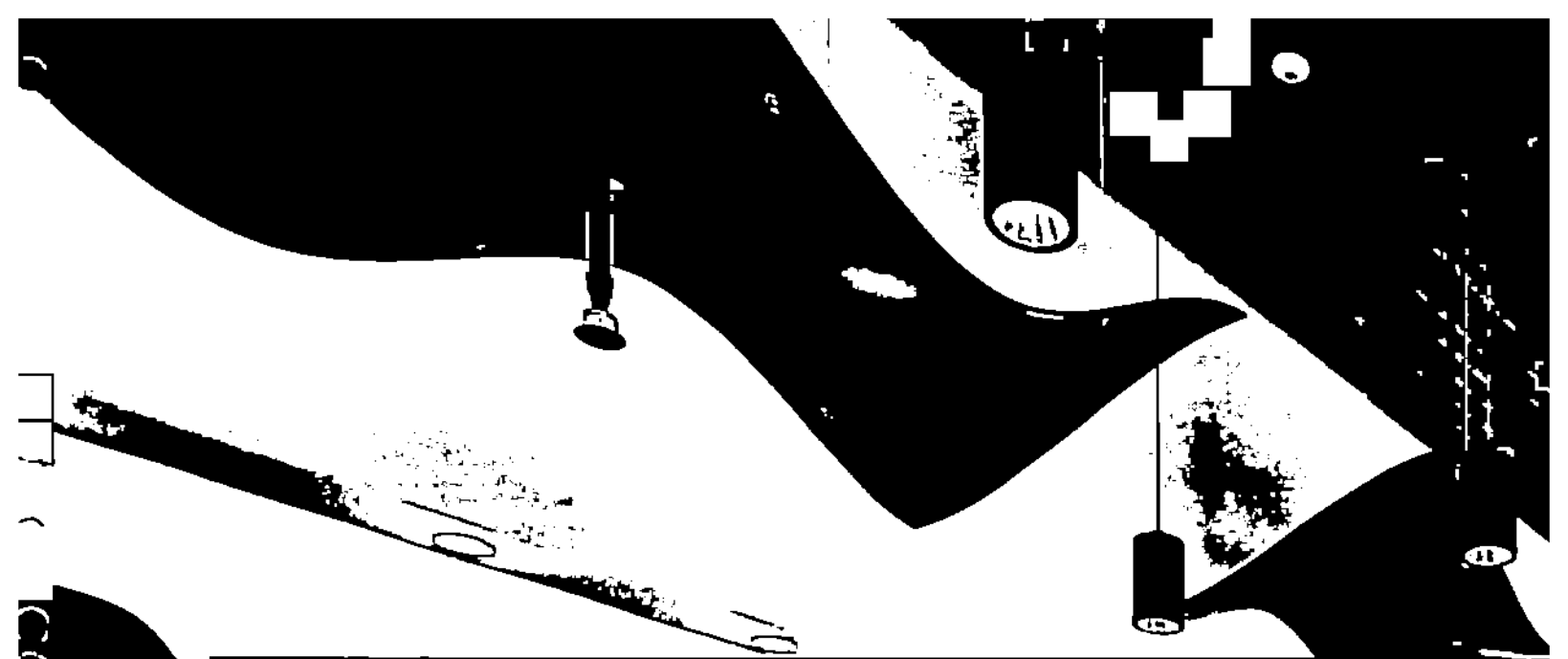
259 Acres in La Grange, TX – Feasibility study and Masterplan, Dining Hall, Staff Housing, Adult Retreat Center. (Role: Specs, CA)

### 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





### 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.

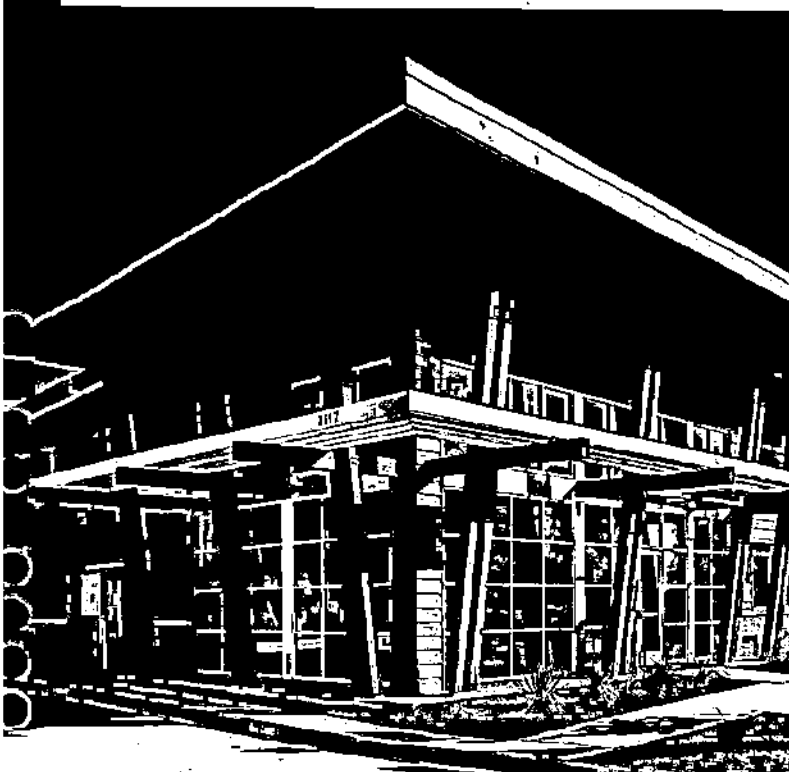
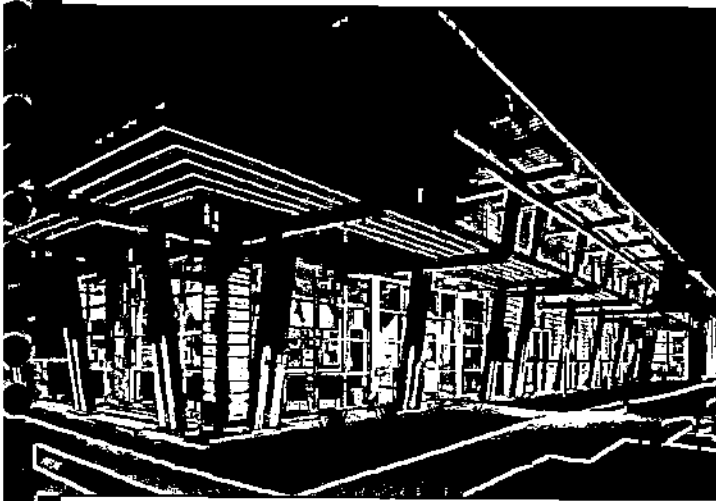
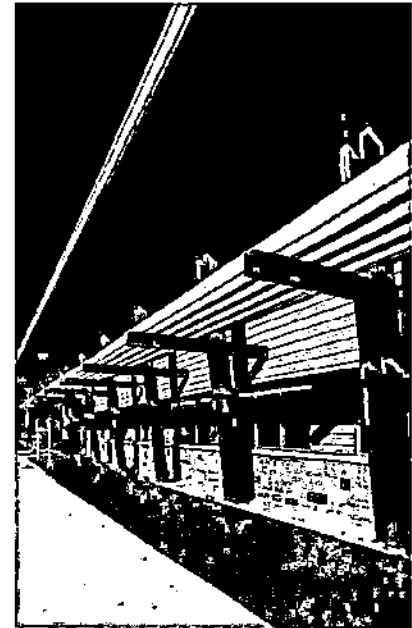
In response to the part of this question regarding Change Orders and Cost Details, please see section 6c.

# NEW HEADQUARTERS FOR BRAZOS

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

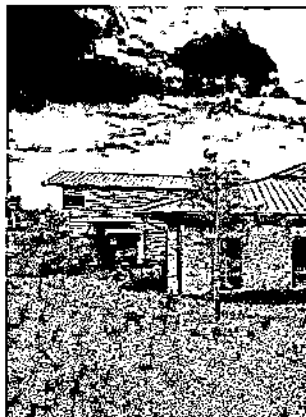
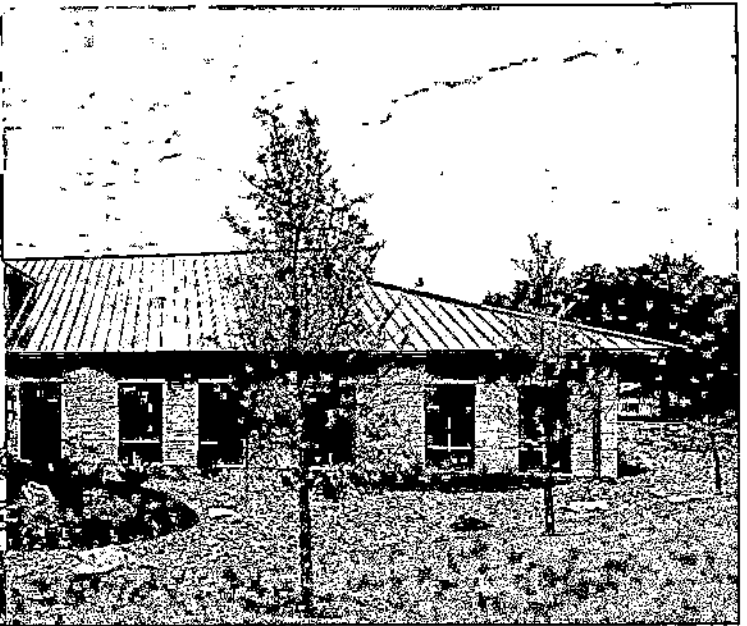
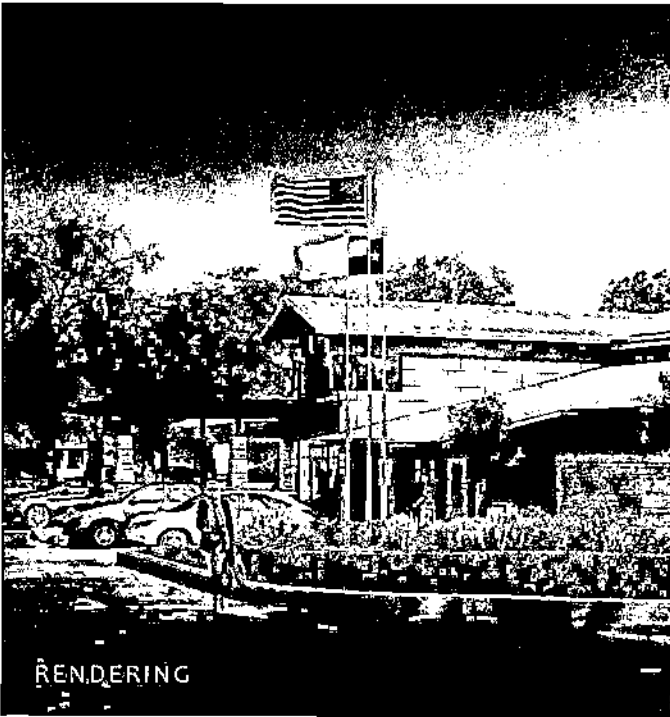
The new construction Coordination Center for Brazos in Bryan, Texas. Architectural Services were provided by [redacted] Architectural Co. The project includes approximately 11,000 square feet of new construction, including collaboration areas, meeting rooms, an innovation lab, and a site-specific concept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

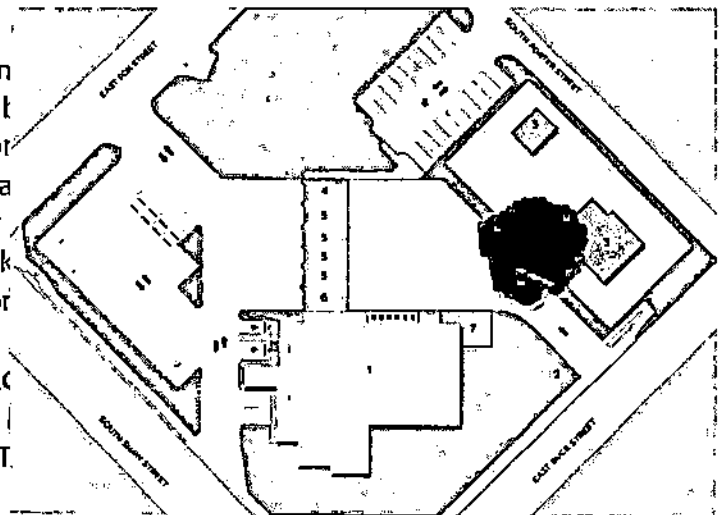
## ADMINISTRATIVE OFFICES AND NEW LOBBY



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 modern home. Nine thousand square feet of renovation added new workstations, 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.



- 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@germaniainsurance.com](mailto:rstein@germaniainsurance.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

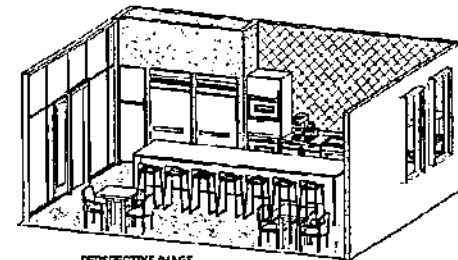
**PHASE II- Construction Complete, 21,665 sf**  
 Demolition of existing first floor. Relocation of an in-house Credit Union to new location, including bank security, surveillance, access controls, uninterrupted power supply through UPS, generator back-up

**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.

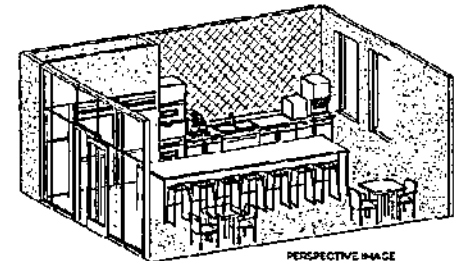
**PHASE IV- Construction Complete, 14,581 sf**  
 Second floor build out of offices, break rooms, conference spaces, training room, stair enclosures and egress/life safety provisions

**PHASE V- Construction Complete, 20,688 sf**  
 Renovation of two adjacent buildings, print and mail centers, offices, 350k natural gas generator

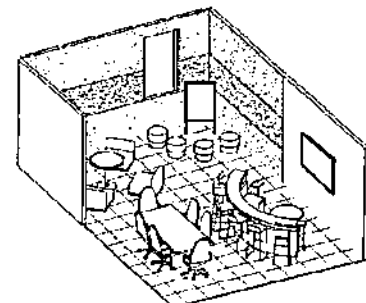
**PHASE VI- Design Complete, 20,688 sf**  
 Replacement of exterior glazing, additional office renovations



PERPECTIVE IMAGE

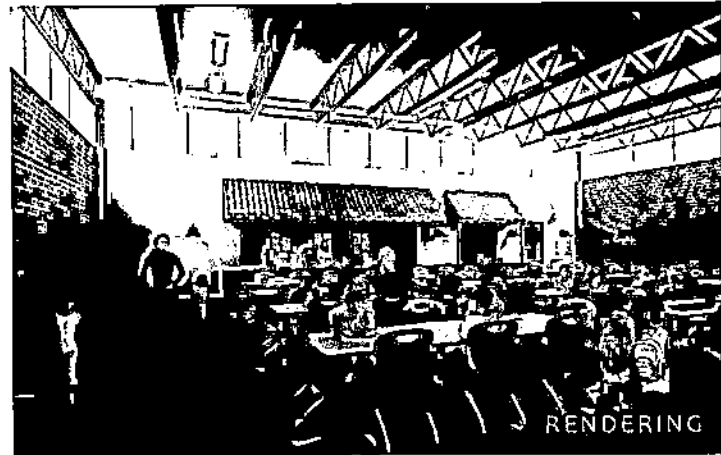
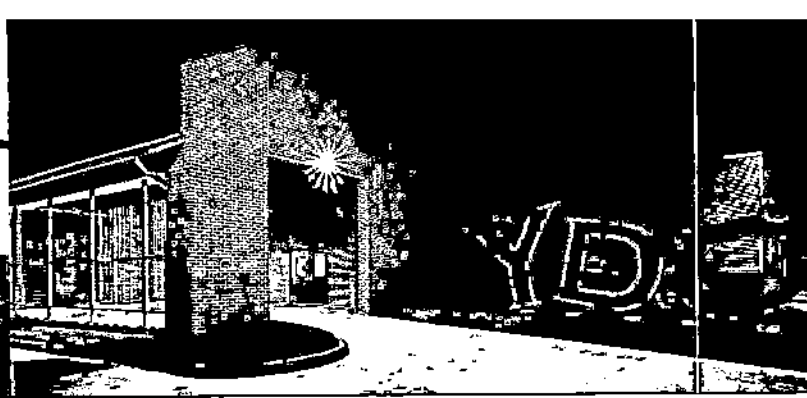


PERPECTIVE IMAGE



# YOUTH DEVELOPMENT CENTER

## A NEW EDUCATIONAL FACILITY

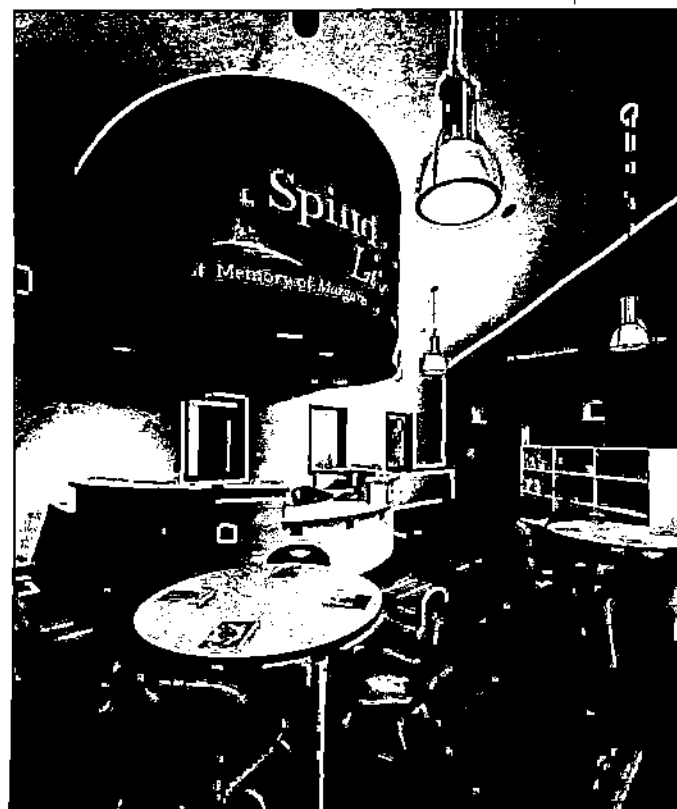


SQUARE FOOTAGE: 22,500 SF OF NEW CONSTRUCTION  
YEAR: 2020

PlanNorth worked with the Youth Development Center masterplan, complete conceptual renderings, assist 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 design 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 design was the finish in providing expert-level safety and security, a healthy and inspiring work environment for staff. 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 housed in the highest security ring. Glazing is either at a high-height or offset in atypical patterns or from a clerestory.

PLANNORTH HAS COMPLETED MULTIPLE PROJECTS IN THE WOODLANDS, TEXAS COMBINED WITH AN ADDITIONAL OFFICE AND CLASSROOM SPACES FOR THE PROJECTS WERE DESIGNED AND BUILT UNDER THE



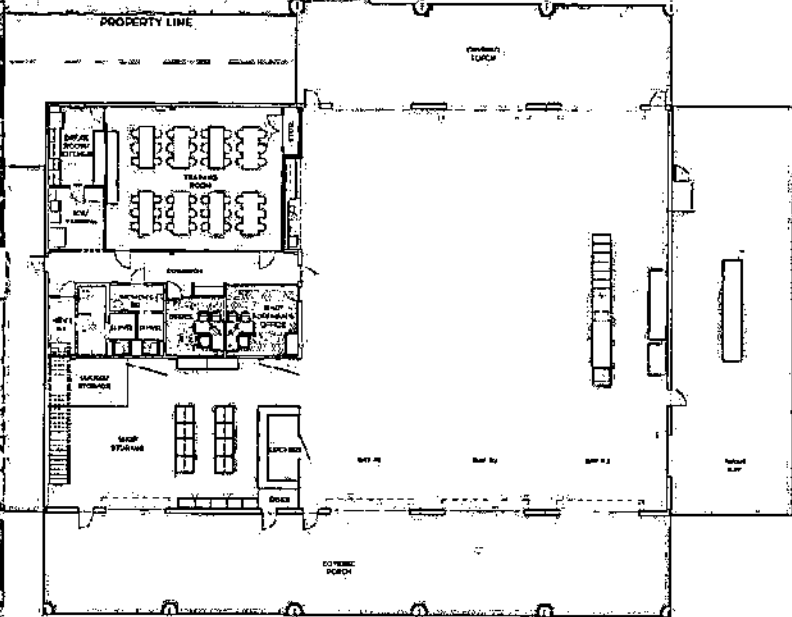
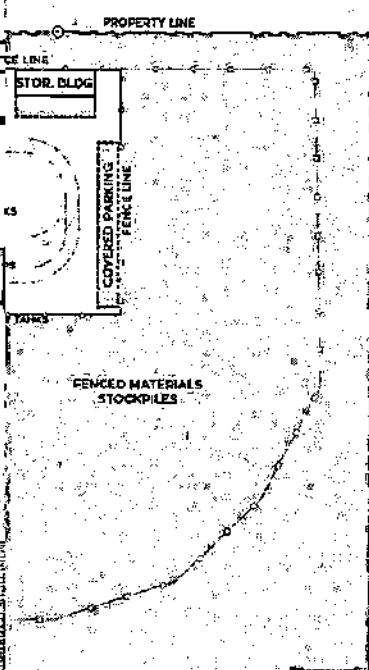
# WASHINGTON COUNTY ENGINEERING

## NEW CONSTRUCTION



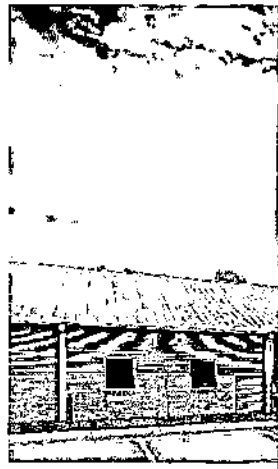
SQUARE FOOTAGE: 20,720 SF

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





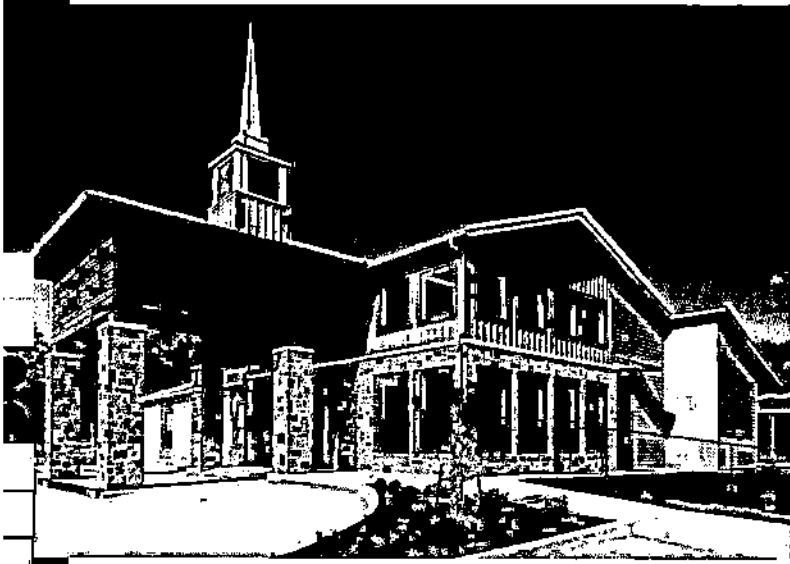
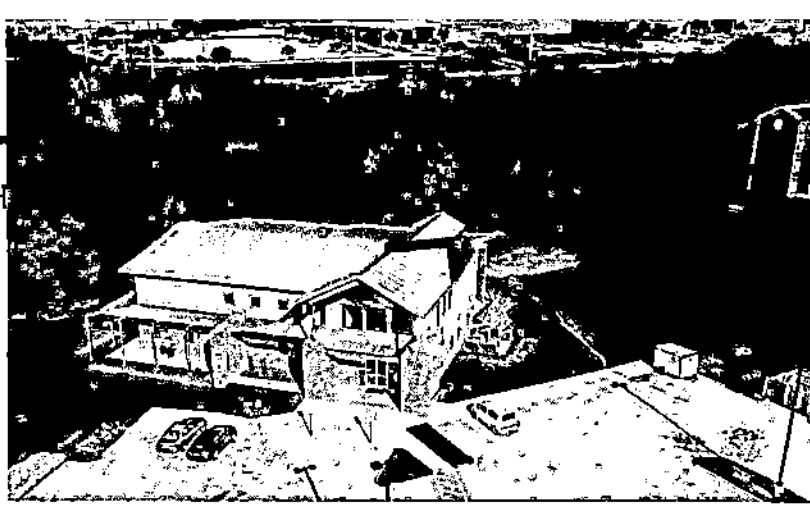
# BRAZOS VALLEY PROJECTS

## 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.

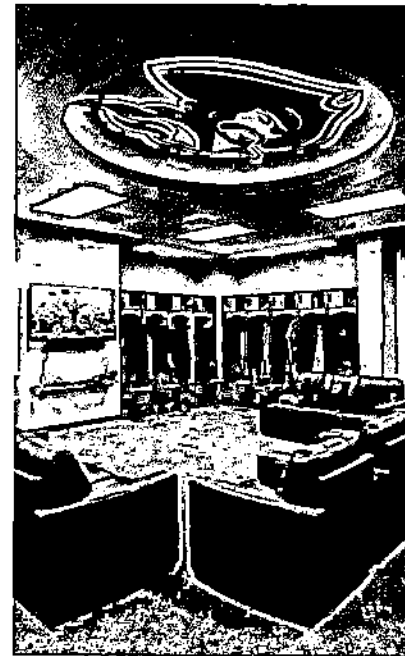
**OWNER REFERENCE:**  
**DR. JUSTIN GAYLE, 979-229-9189**



**CONSTRUCTION AND RENOVATIONS TO**  
**ATHLETIC FACILITY AT**  
**BLINN COLLEGE**  
**22,000 SF, CMAR**

22,000 SF new Athletic Facility  
multi-level Locker Rooms,  
Meeting Rooms for Blinn  
College, Laundry and Training  
and increased seating.

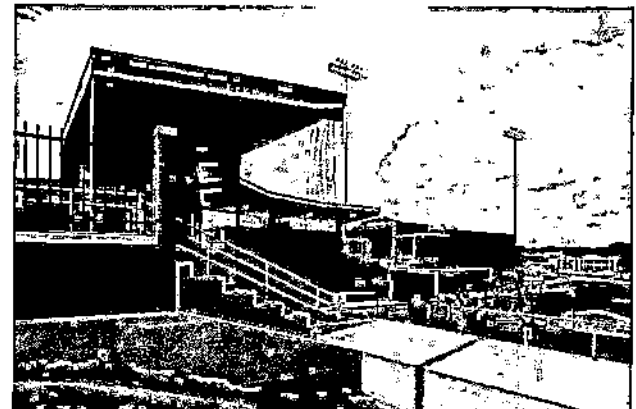
**MARK KOLKHORST**



**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**



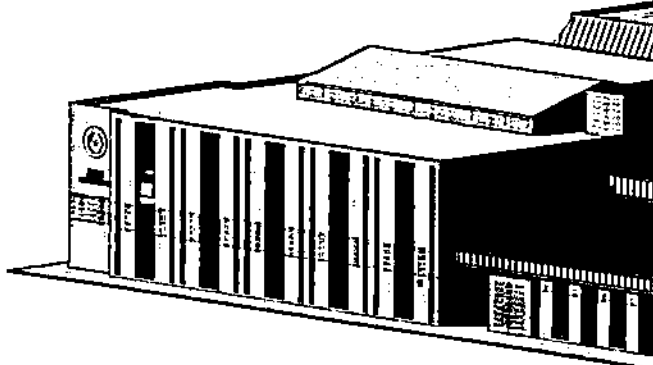
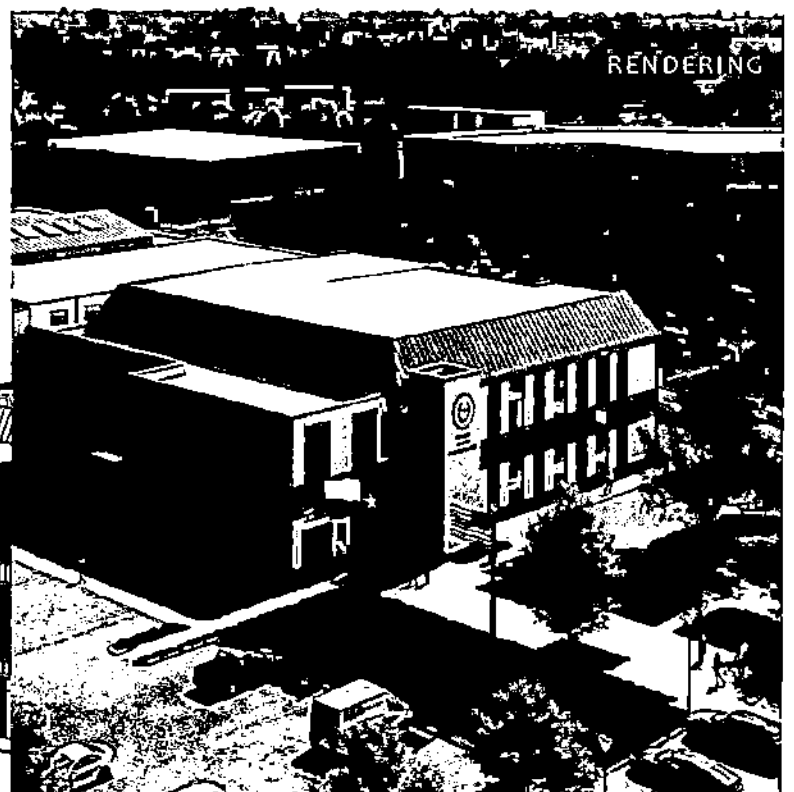
# BRAZOS COUNTY ADMINISTRATION

## EXTERIOR AND INTERIOR RENOVATION



**SQUARE FOOTAGE: 95,400 SF Renovations**

A renovation project is currently underway for Office building complex. The primary goal of modernize various spaces and extend the use bones. The program includes offices, open work rooms, employee break areas, and support spaces. The envelope/façade will be replaced with new insulation, elevator addition, and re-organize up this project for Brazos County. This project is bidding through a Competitive Sealed Proposal n



REPEAT CLIENT

# NEW CONSTRUCTION OFFICE BUILDING A&M FOUNDATION

NEW CONSTRUCTION

COLLEGE STATION, TEXAS

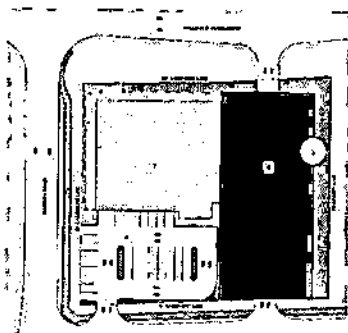
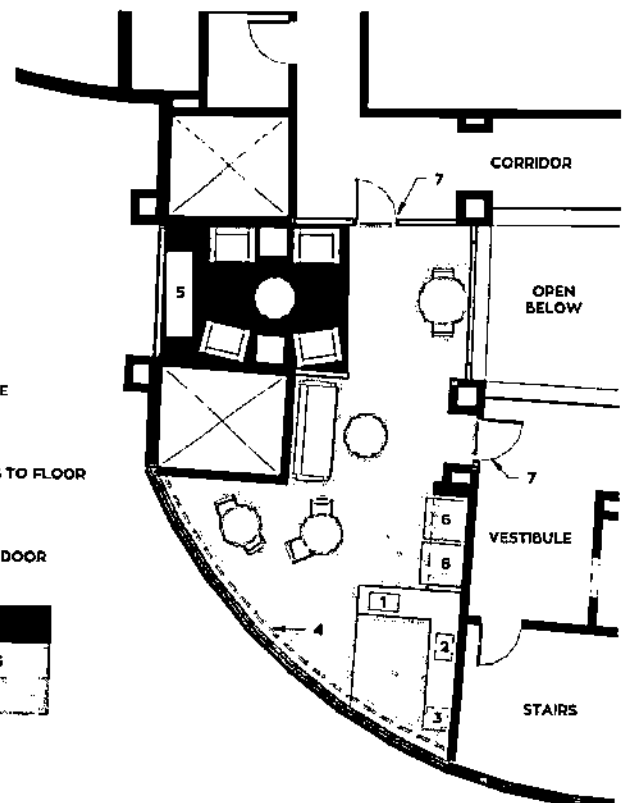


SQUARE FOOTAGE: 123,185 SF OF NEW CONSTRUCTION  
YEAR: 2018

PlanNorth completed a heavily research-based design for the Texas A&M Foundation in College Station, Texas to illustrate the highest and best use of a workspace and parking garage combo. The project, "Coffee, Wellness" was centered around providing a more comfortable and productive work environment that merges work and life. With over 120,000 square feet of a multi-level parking garage, the building is designed to merge parking and office space on the remaining levels. The building features a rooftop terrace for events which doubles as parking, integrated with the parking garage and modern amenities. The design emphasizes natural light for each work space. The top levels of the building overlook Texas A&M's Kyle Field. At night, visitors can enjoy a view of the stadium lights. The building features a facade that replicates cascading water above the entry. Facades are designed to create an outdoor theater experience.

### OWNER REFERENCE:

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



- LEGEND
- 1. COFFEE MACHINE
  - 2. MICROWAVE
  - 3. TRASH BELOW
  - 4. DRAPES, CEILING TO FLOOR
  - 5. FIREPLACE
  - 6. REFRIGERATOR
  - 7. NEW WALL AND DOOR
8. OPEN SEATING
9. 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:**

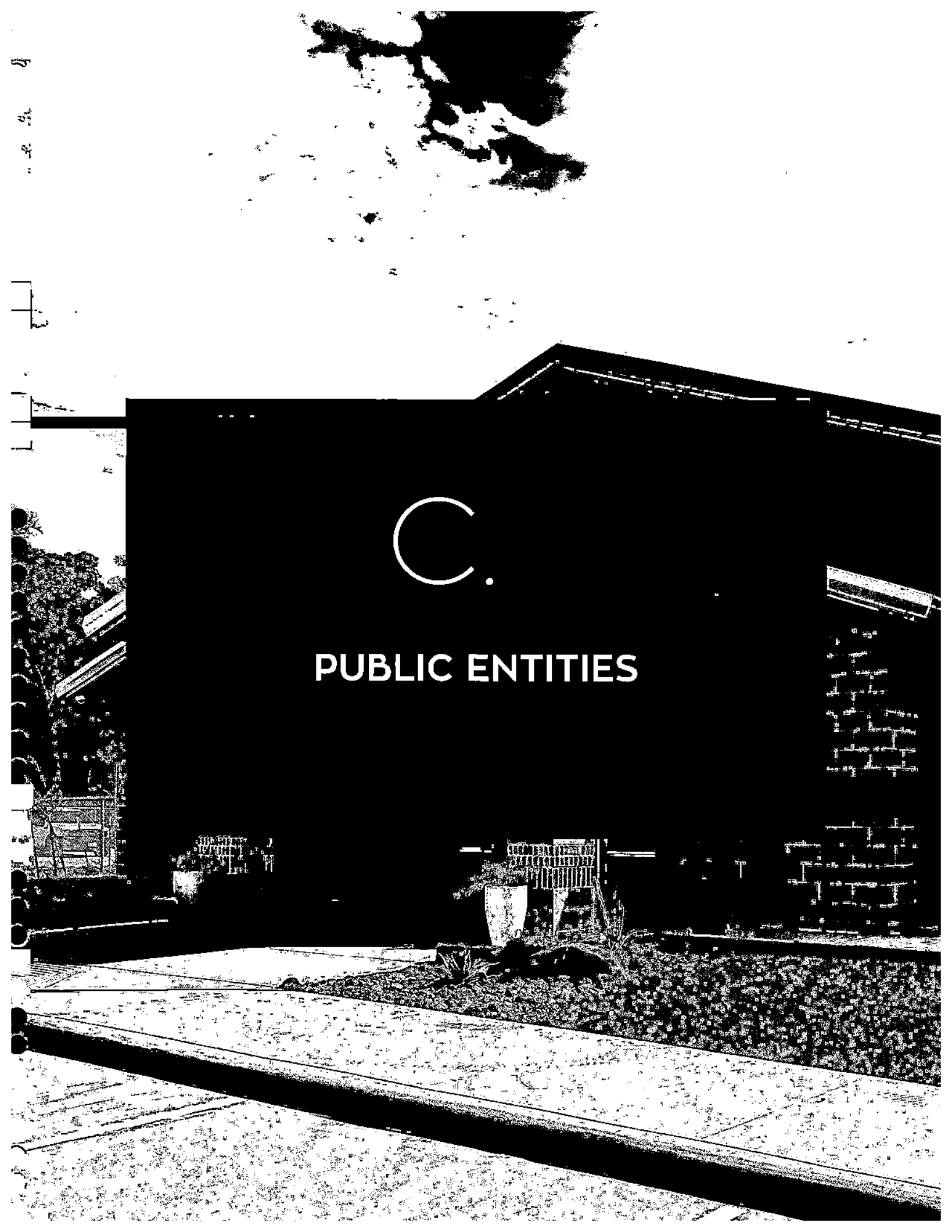
1. Feasibility for Somerville\* City Hall\*\*
2. Projects for Camp Lone Star in LaGrange: Masterplan, Dining Hall, Staff Housing, Entry\*\*
3. Structural Renovations to Community Ed Building for Brenham ISD\*,\*\*
4. Renovations to Brenham National Bank (4 floors)\*\*
5. Masterplan for Miracle Farm
6. 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*



# 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.

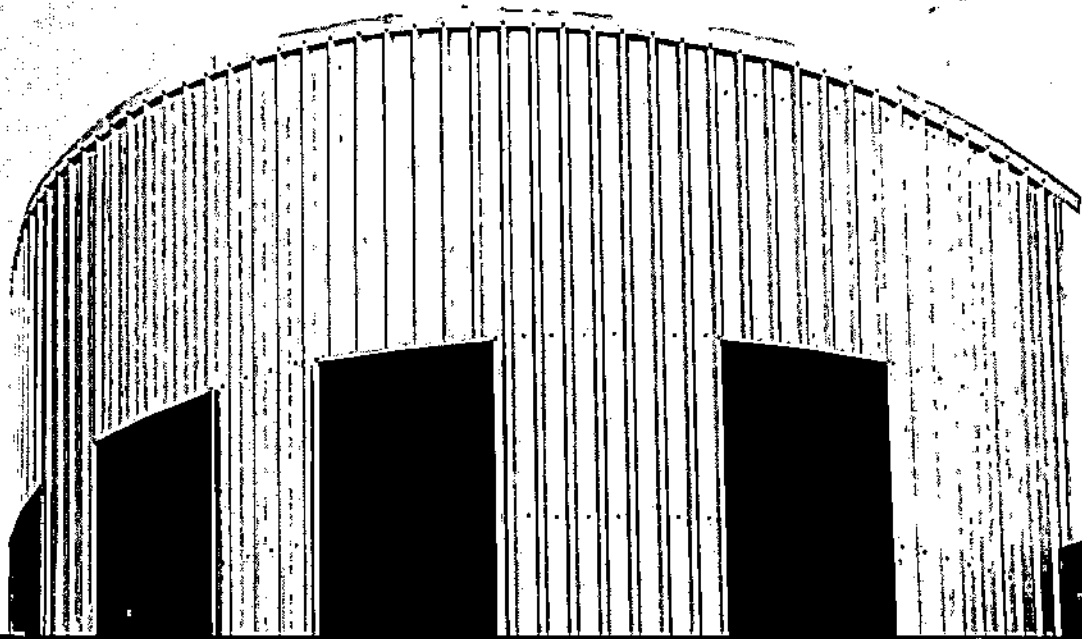
PlanNorth has completed work for the following public entities in the past five years:

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





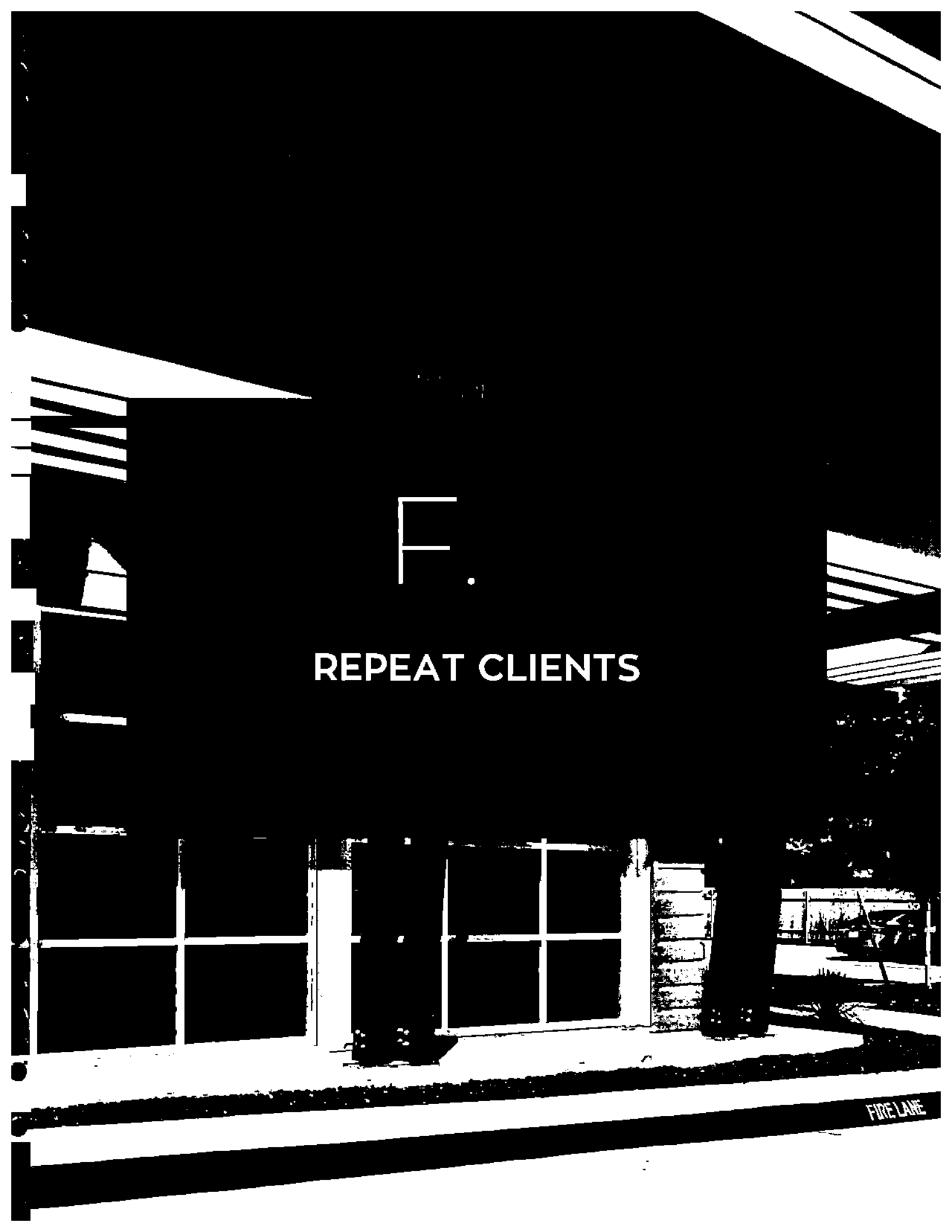
### 3. Experience of Firm's Proposed Personnel

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.

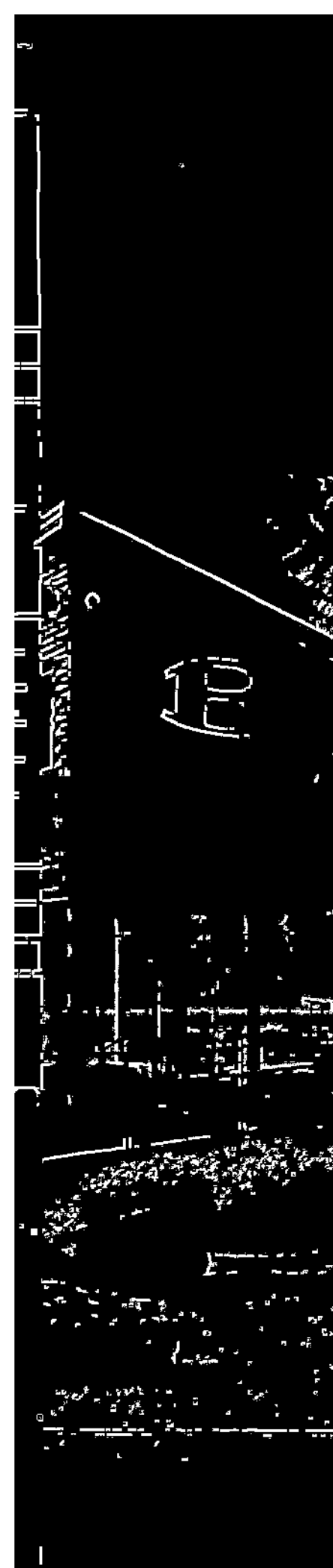
Involvement and buy-in from user groups and other stakeholders is vital to the success of any project. PlanNorth understands that the County represents the users who will be directly impacted by the decisions of the Design team and must be fully represented throughout the project process. At the initial 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

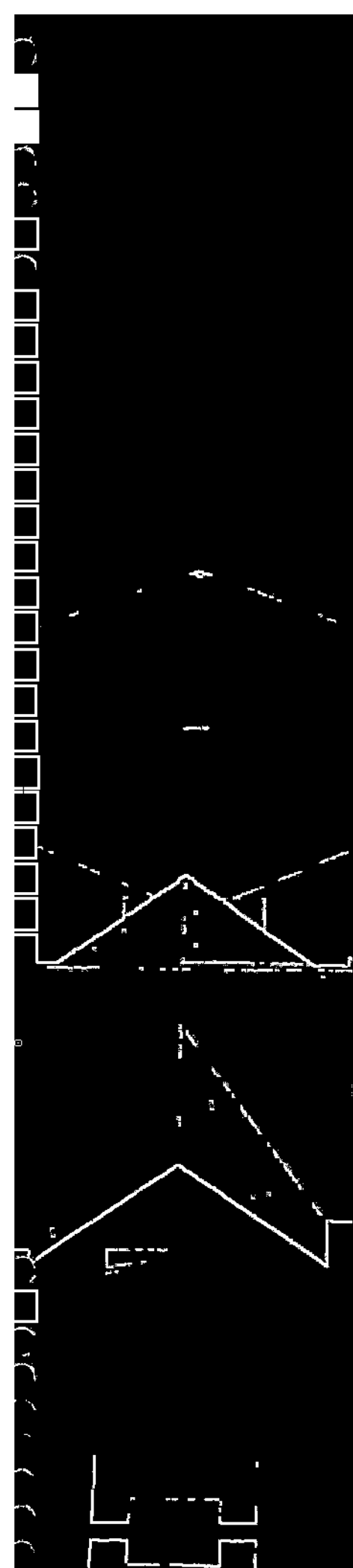
PlanNorth will start the general budgeting process by identifying and researching similar projects, evaluating the availability of construction workforce, potential inflation, and the bidding climate. Different project types require various budgeting methods; for instance, a mechanical system swap-out 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:

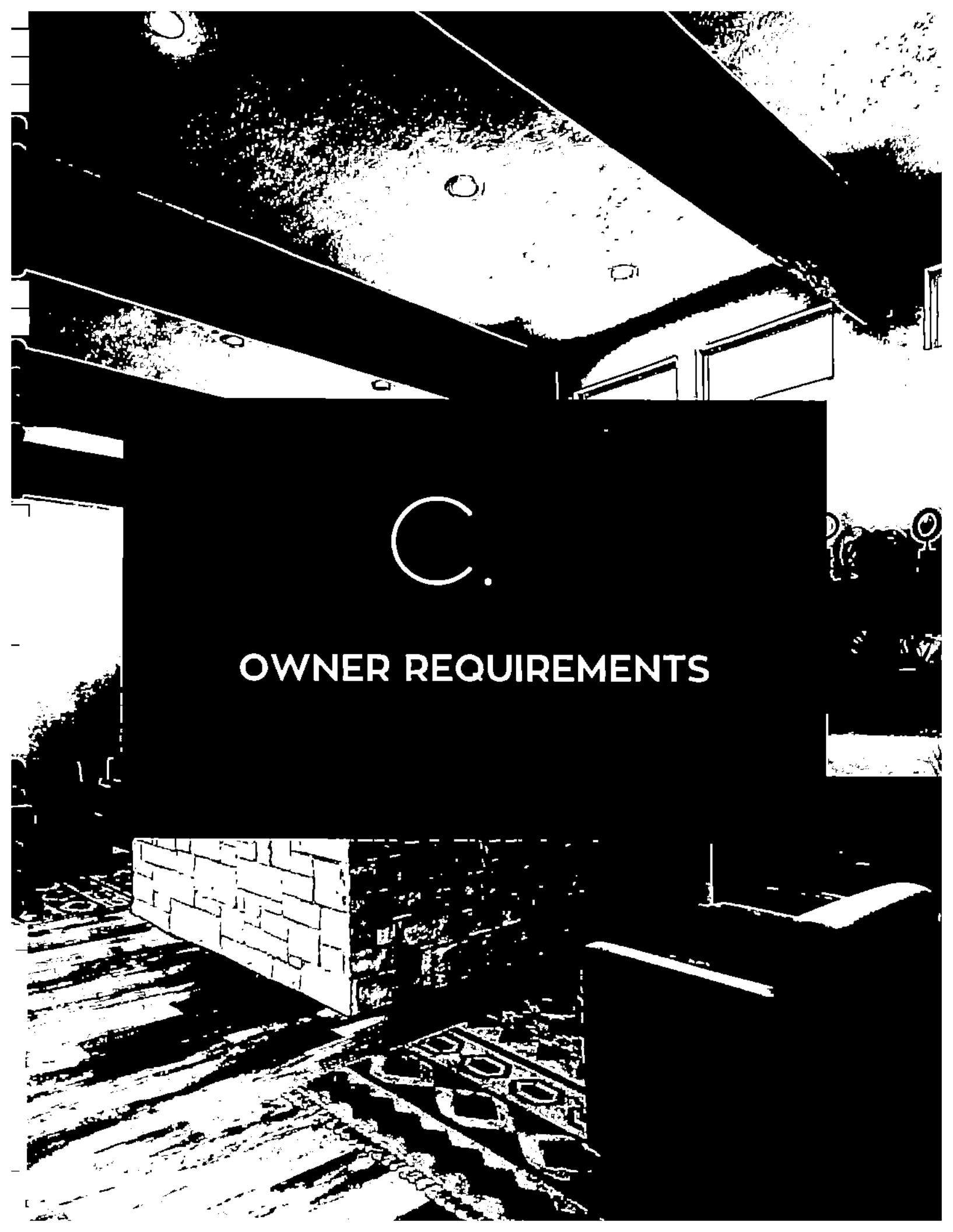
PERCENTAGE COMPLETE	CHECKSET	MILESTONES
25%	Conceptual	Approved site plan, floor plan, elevations/3D building views
50%	Design Development	Approved technology list, furniture and lab layouts, lighting and electrical/data needs, building material details, interior finishes chosen, local authority meeting
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.





# 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.

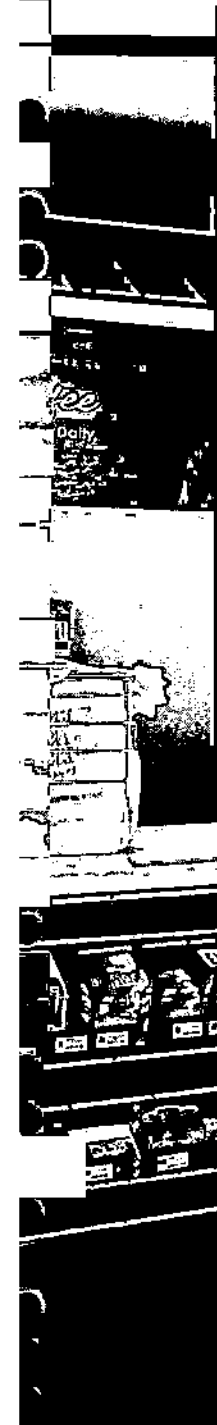
PlanNorth stands out as a community-oriented architectural firm. Our local communities are at the heart of our mission and our team. This connection fosters an unparalleled commitment to each project, as the reputation of our small firm is vital to our success.

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**

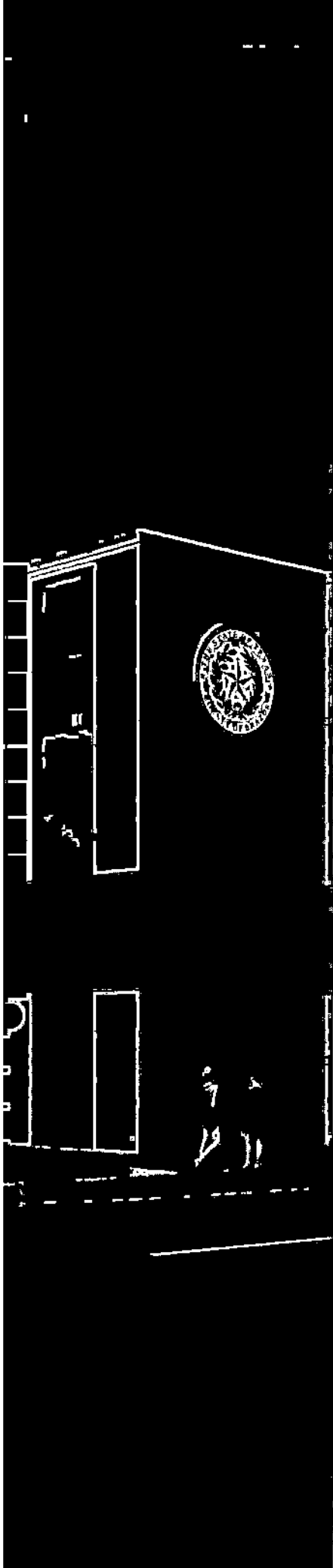


## 4. Planning and Project Management

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

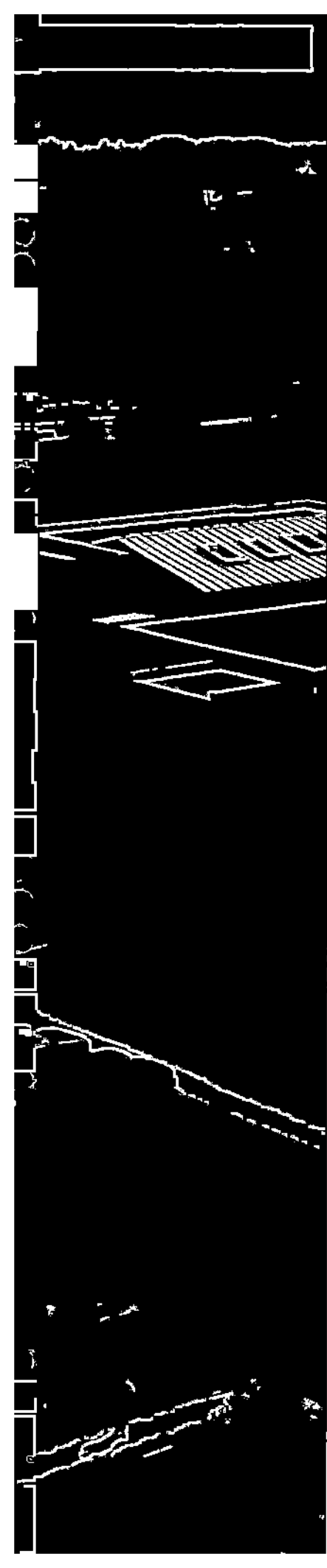
## 4. Planning and Project Management

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

## PLANNORTH 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

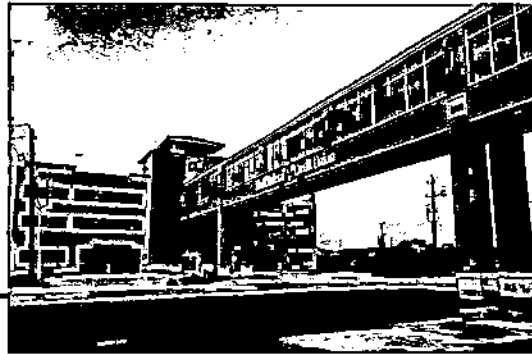




**CJG ENGINEERS**  
INTEGRATED STRUCTURAL SOLUTIONS



## 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

Structural/Parking Garage/Sky Bridge Engineer  
AGGIE 100  
www.cjgengineers.com



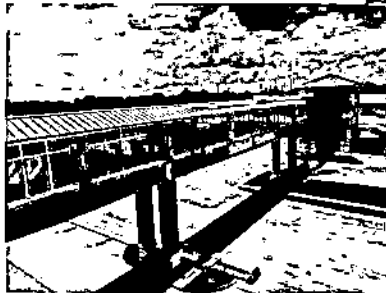


**CJG ENGINEERS**

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.**



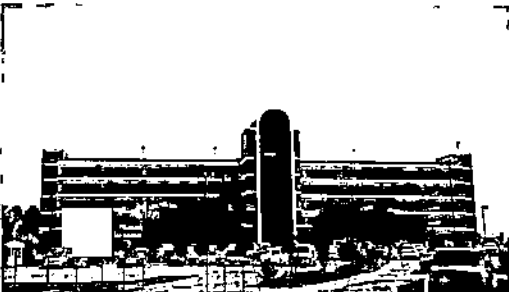
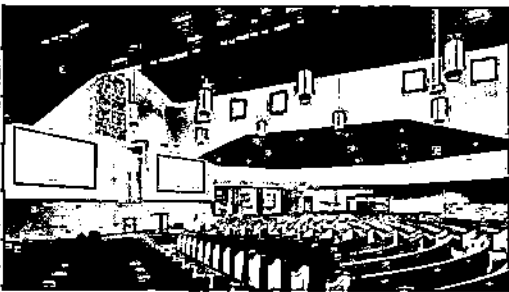
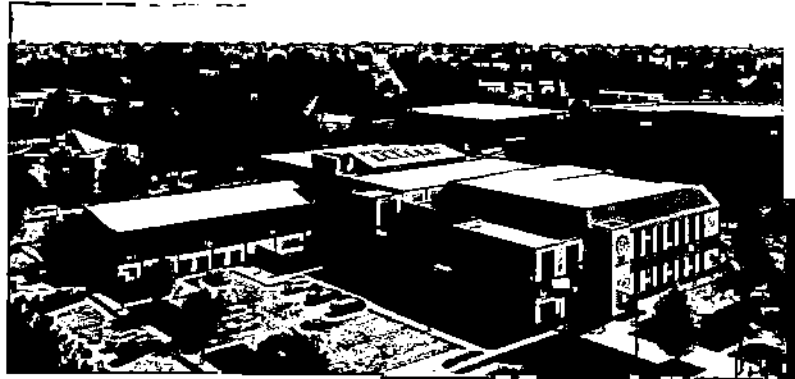
**CJG ENGINEERS**

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 proud member of the Brazos County Administration Building Project A/E Team.*

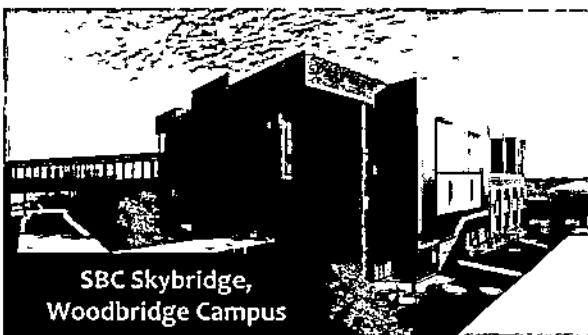
# EXCELLENCE AND EXPERIENCE WITH A PERSONAL TOUCH



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.

- Brazos County: Administration Building Renovation, Bryan/College Station, Texas
- Brazos Transit District: Administration Building, Bryan/College Station, Texas
- Chambers County: New Tax Annex Building, Mont Belvieu, Texas
- City of Deer Park: New City Hall, Deer Park, Texas
- EMC Weatherford: Administration Building Expansion, Weatherford, Texas
- Fort Worth ISD: Central Administration Building, Fort Worth, Texas
- Houston Community College: West Houston Center, Katy, Texas
- Kids Meals: New Office Building and Warehouse, Houston, Texas
- Life Gift: Phase 3 Building, Houston, Texas
- Lone Star College: Maverick Student Center, Conroe, Texas
- Second Baptist Church: New Education Building, Houston, Texas
- Texas A&M University: Gibb Gilchrist Building, College Station, Texas
- Wells Fargo: 2E Main Building Renovation, Bellville, Texas



SBC Skybridge,  
Woodbridge Campus

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

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



# 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 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 | [kbtawner@celina-tx.gov](mailto:kbtawner@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.

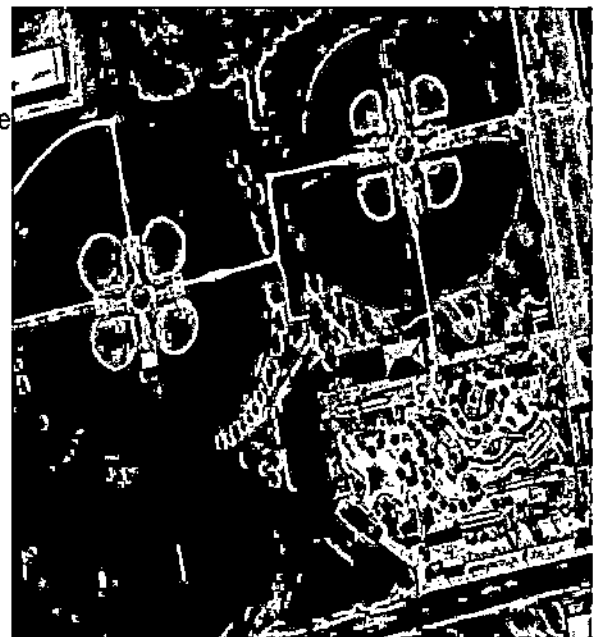
#### Wayne Gray Sportsplex, Turf, and Parking Improvements

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.



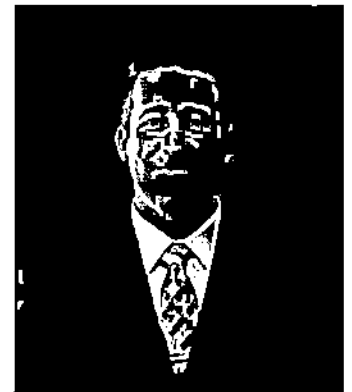


**RME Consulting Engineers** is a general civil engineering firm with over twenty (20) years of development experience within the Brazos Valley and the State of Texas. Therefore, **RME** functions with a solid base, grounded experience, and the ability to perform most any facet of civil engineering. 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 Georgetown, Customer Service Center, Georgetown, Texas
- City of Taylor, New City Hall and Police Facility, Taylor, Texas
- City of Sherman, City Hall Renovation, Sherman, Texas
- City of Mansfield, City Hall, Mansfield, Texas
- City of Bee Caves, Library, Bee Caves, Texas
- San Antonio River Authority, Sheridan Campus, San Antonio, Texas
- City of Pflugerville, Public Works, Pflugerville, Texas
- City of Aledo, City Hall, Aledo, Texas
- City of Midland, Public Safety Training Center, Midland, Texas
- Collin County, Medical Examiner, McKinney, Texas
- City of Temple, City Hall, Temple, Texas
- City of Round Rock, Griffith Building and Paseo, Round Rock, Texas
- City of Talty, City Hall, Talty, Texas
- City of Elgin, Police Department, Elgin, Texas
- City of Lubbock, Medical Examiner, Lubbock, Texas
- City of Allen, Public Library, Allen, 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  
 409.740.0890 | 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



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 409.740.0890

## FIRM PROFILE

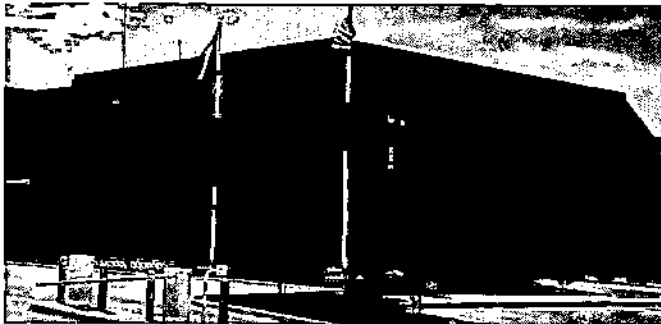
Founded in 1947, Lerch Bates was the first vertical transportation consultant in the world. Through the growth of our 100% employee-owned firm, we have expanded our capabilities to become a leading national multidisciplinary consulting firm. Our staff of 400+ professionals are engaged in projects across 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.

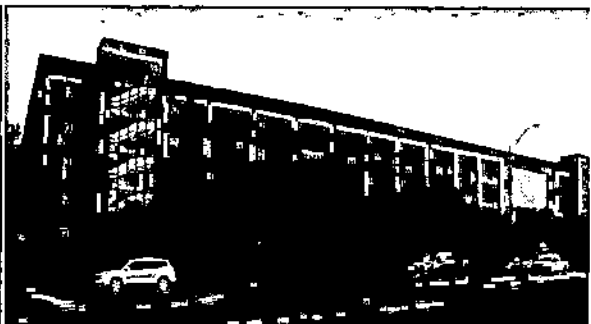
Our position as the largest consulting firm in the world for many of these specialties has uniquely qualified us for projects with our vast experience. Our firm has been responsible for the design of the vertical transportation systems in a vast number of healthcare and life sciences projects. This substantial 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



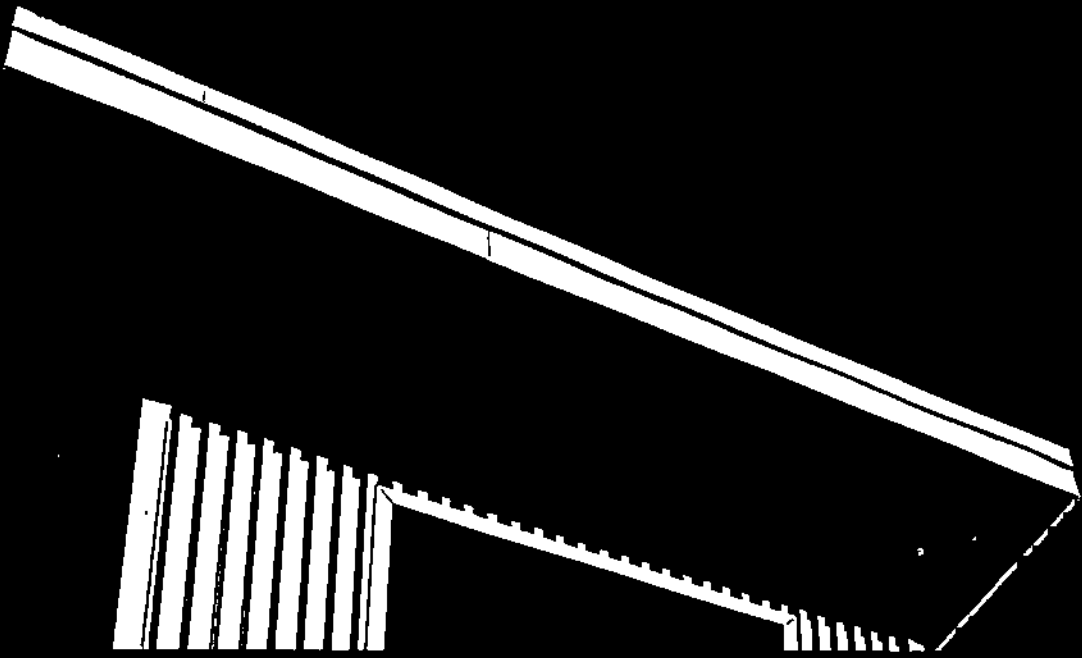
Texas A&M Northside Parking Garage



Harris County Peden Building

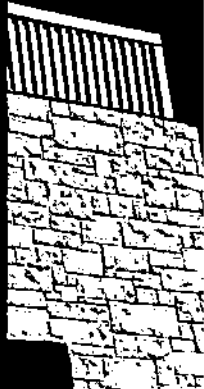


Whole Foods Headquarters



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.

A high-contrast, black and white photograph of a Starbucks building. The building has a corrugated metal facade. On the left, the word "STARBUCKS" is written in large, bold, sans-serif capital letters. To the right of the text is the Starbucks Siren logo, a circular emblem featuring a twin-tailed mermaid. The building has a flat roof with a wide overhang. In the foreground, there is a dark, rectangular area containing text, and below that, a view of an outdoor patio with tables and chairs.

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
<b>Procurement</b>			
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	
<b>Design Phase</b>			
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	
<b>GMP by CMAR</b>			
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	
<b>Construction Phase</b>			
17	Notice to Proceed to CMAR	Feb. '26	Construction Duration per Broadbus Report: CMAR TO ADVISE
18	Substantial Completion of Project	Jun '27	
<b>Owner Occupancy</b>			
19	Owner FFE Move-In	Jul '27	Occupancy 3 Months
20	Construction Final Completion	Aug. '27	
21	Owner Occupancy	Sept. '27	



**BRAZOS  
COUNTY  
ADMINISTRATION**

A collage of images including a construction site, a building, a person, and a sign.

*Weikel's*

Best  
price

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.**



D.

CONSULTANT STRUCTURE



## 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**

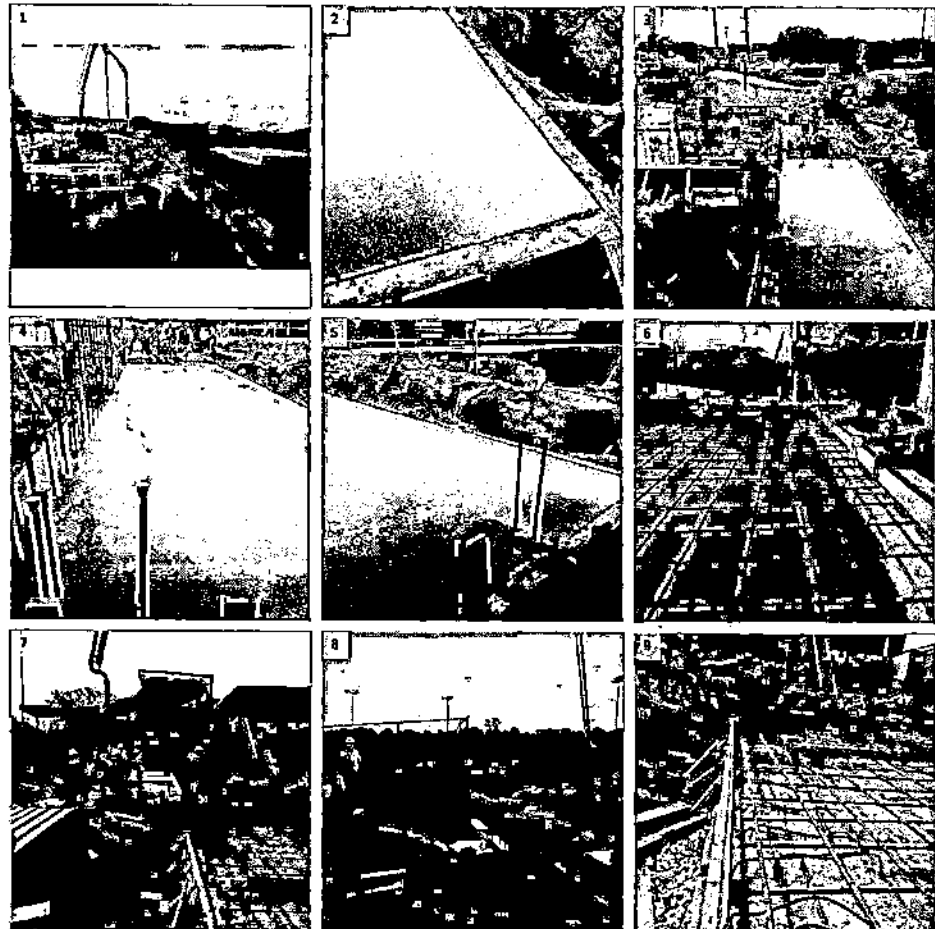
On Site Observation 2022-04-05 - Dugout Concrete Pour

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

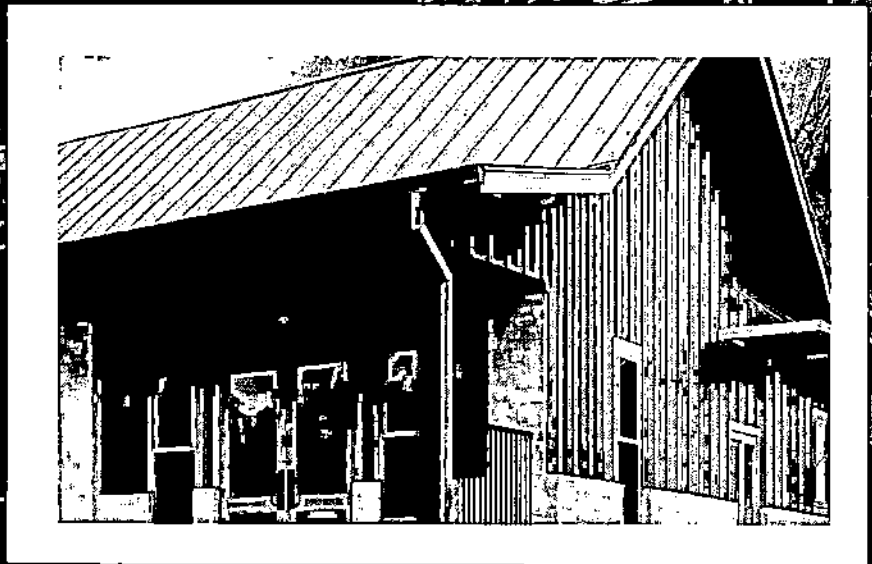
f. What is your anticipated timeframe for 100% documents, please provide full schedule to get to 100%.

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@csbt.bank

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

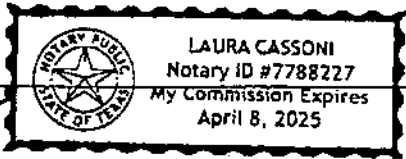
Position/Title: Manager

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  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: 3/18/25

Attest: Brazos County Clerk Karen McDaniel  
By: Kate Feltner Bowers  
Asst Deputy

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).

<b>PRODUCER</b> Van Dyke Rankin & Company, Inc. 211 S Austin St Brenham TX 77833	<b>CONTACT NAME:</b> Amber Lamson <b>PHONE (A/C, No, Ext):</b> 979-836-5636 <b>E-MAIL ADDRESS:</b> amber@vandykerankin.com	<b>FAX (A/C, No):</b> 979-836-5059
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834	<b>INSURER A:</b> Travelers Indemnity Co. of CT <b>NAIC #</b> 25682	
	<b>INSURER B:</b> Underwriters At Lloyds London <b>NAIC #</b> 15642	
	<b>INSURER C:</b> Travelers Prop Cas Co. of America <b>NAIC #</b> 25674	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**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 SUBR (NSD) (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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-005K583548 -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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 25-580 for Architect Services

<b>CERTIFICATE HOLDER</b>  Brazos County Purchasing Department 200 S. Texas Ave., Suite 352 Bryan TX 77803	<b>CANCELLATION</b>  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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### 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

# FEATURE PROJECT

## Brazos County Administration Building

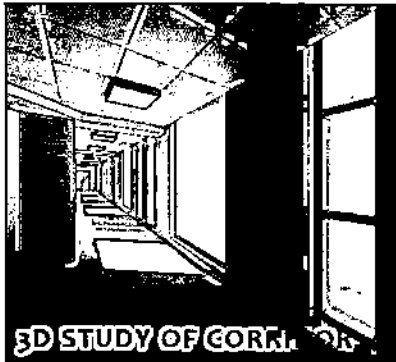
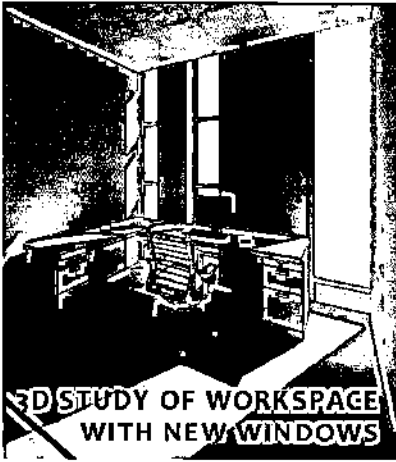
PlanNorth recently led a twenty-four member Architectural/Engineering Team to complete drawings and specifications for the extensive renovations to Brazos County's Administration Building located at 200 South Texas Avenue. The total square footage of this project is just over 95,000 square feet.

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.

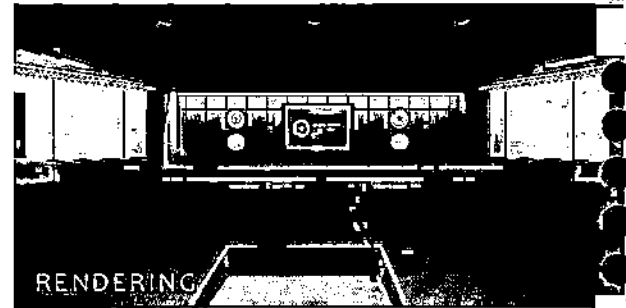
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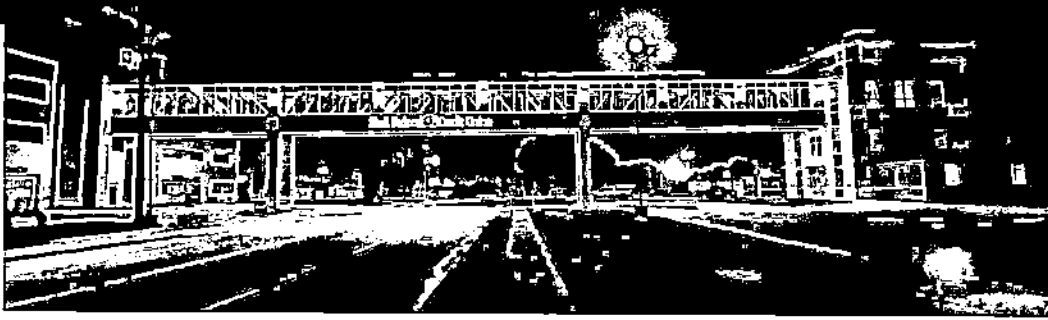


## DETAILS FOR CONSIDERATION ON 101 NORTH TEXAS AVE PROJECT

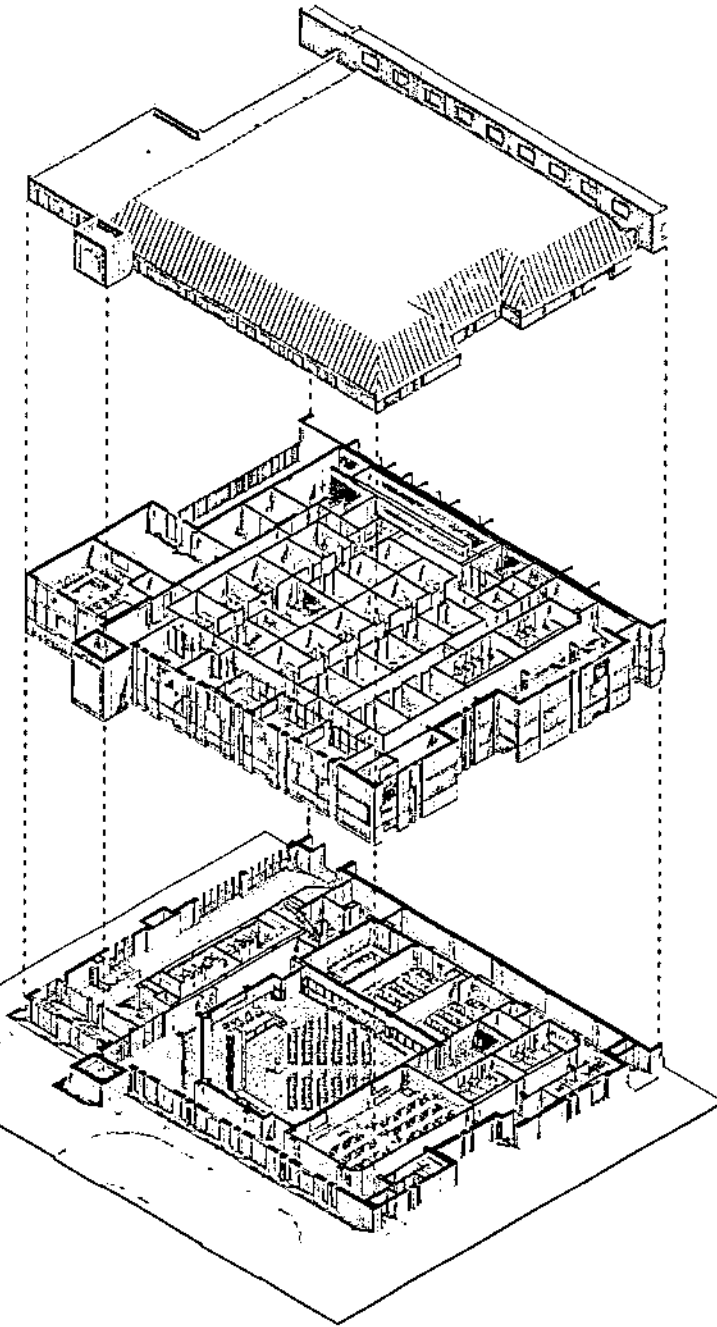


- Reliable systems across the board: Alert systems, Emergency notification, Access Controls like key card coordination
- Careful attention to low-voltage item coordination, internet connectivity
- Audio Video Excellence for virtual hearings and live feed of meetings, statement and interview rooms, sound control for confidentiality
- General Acoustic Design in all spaces for multi-use, speech intelligibility both in person and on live-feed
- Security Provisions such as secured public/private access, vestibules, hardened construction in certain areas with bullet-resistant materials
- Metal detectors (self-contained power by dedicated circuit + backup)
- Generator (diesel) for life safety features such as egress lighting, holding areas, court rooms, essential operations
- UPS System (Universal Power Supplier) = Grid power + Generator for interim power should generator become needed
- Features for specific uses: small claims courts, weddings, JP functions, legal proceedings, secured storage as needed



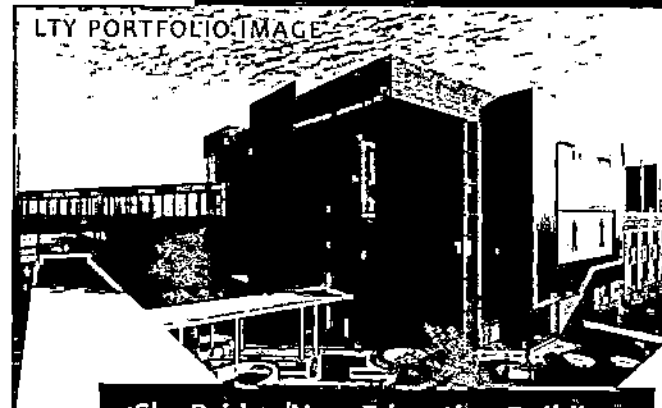


- Consider a variable refrigerant building. System can provide eliminating the need of chill extremely energy efficient requirements
- Consider EV Chargers
- For Skybridge, discuss whether controls of that space. A split system control the Skybridge element could be located on top floor
- Fire alarm/lights for skybridge and other emergency features



- STAIRS/ELEVATORS
- CIRCULATION SPACES
- STORAGE
- COMMUNICATIONS COLLECTOR
- CLASSROOMS
- SUPPORT SPACES
- OFFICE COLLECTOR AREA

Simple, accurate axonometric diagrams with color-coding lend perspective to the big-picture of space organization



LTY PORTFOLIO IMAGE

'Sky Bridge/New Education Building  
LTY Engineers

FROM YOUR BUILDING ENVELOPE

- The envelope is the largest building. The days of building being solely-focused the mechanical ventilation systems have passed
- The best ventilation system can't fix a poor building envelope and a best building envelope cannot fix a poor ventilation system.
- A great building envelope is resilient. What may perform well does not perform by year three and it's important that the A/E experience and knowledge to why

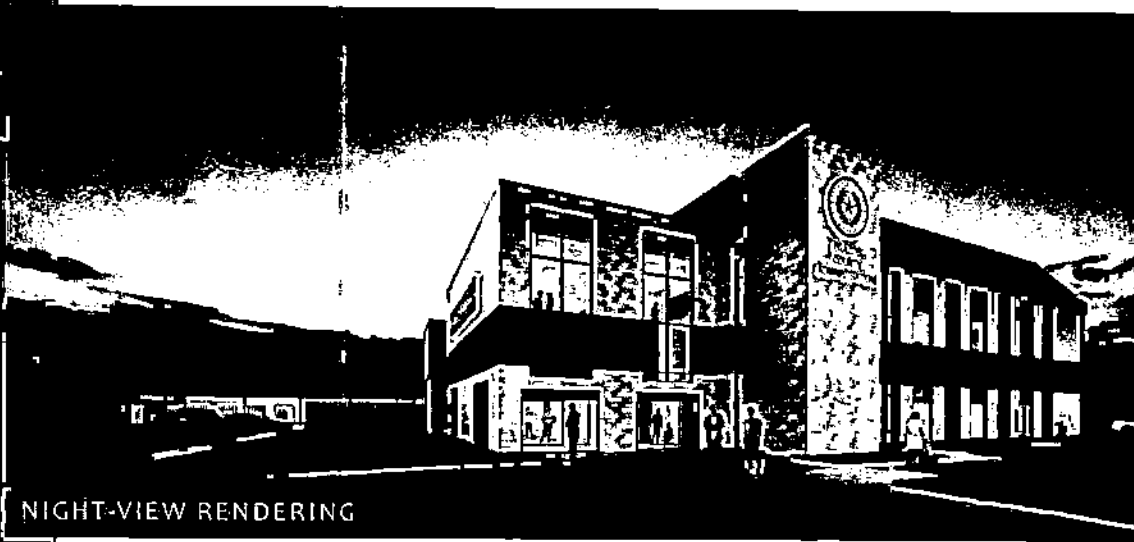
EP ENGINEERING TEAM

new HVAC system to serve new building with cooling and heating, thus reducing energy and boilers. The system is designed and scalable to fit space.

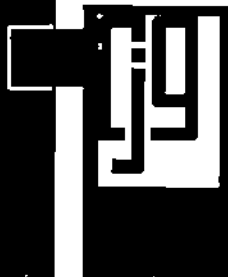
If you'd like to have individual units, they would allow the County to operate independently. Condensing unit

could be on generator alongside

200' Skybridge Designed by CJG Engineers



NIGHT-VIEW RENDERING



FROM YOUR STRUCTURAL/SKYBRIDGE ENGINEERING TEAM

- Flexibility to later program/repurpose a space in a totally different manner (for instance, building out an area which was once a large open space) is key to creating a modern, adaptable space. When spaces are designed to handle a variety of loads and functions, the space can evolve gracefully over time. The structure of the new building at 101 North Texas Avenue should be designed in such a manner.
- Key Factors in SkyBridge Design: Identifying right of way and utility placement early is key during schematic design in order for constructability of design
- Identify site constraints, local jurisdictions for right of way access, and TxDOT for lane closure considerations

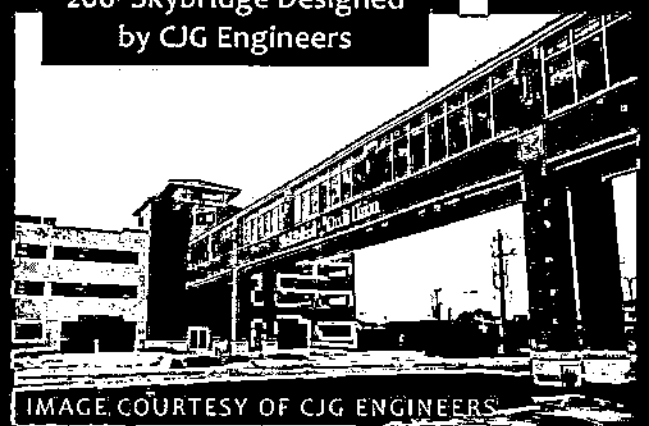


IMAGE COURTESY OF CJG ENGINEERS

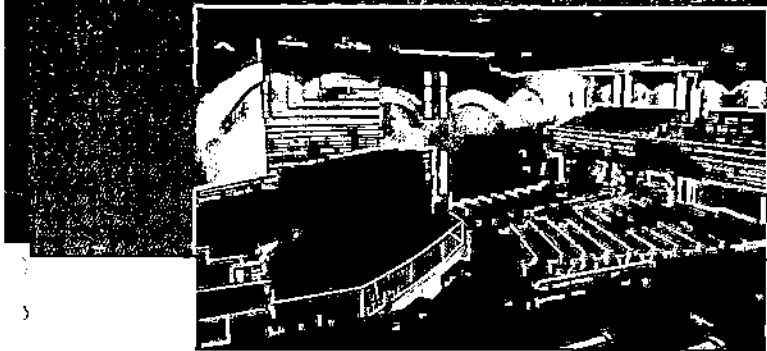
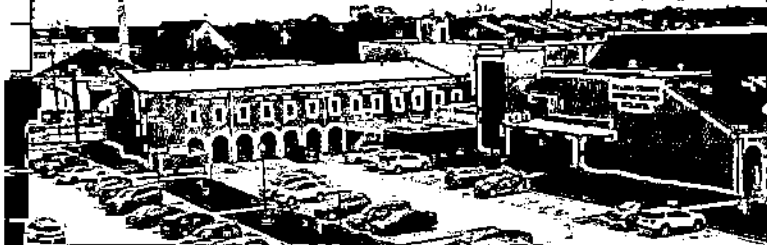
RENDERING OF A RENOVATED BRAZOS COUNTY ADMINISTRATION BUILDING



AM

system in the commissioning mechanical and electrical systems. To overcome these challenges, the team overcame a variety of challenges. The team focused on the building's performance. In one often overlooked area, the team has the understanding





### EXISTING BRAZOS COUNTY ADMINISTRATION BUILDING



### INITIAL DESIGN PHASE

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### 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.

### AMENDMENT 2

The County decided to move forward with the build-out of a second level in the sanctuary (approximately 11,865SF) for expansion of administrative office space. In addition, the team designed additional chiller pipe replacement at the mechanical yard. With an antiquated wall and window construction in place, PlanNorth advised to add a building envelope consultant to the team, with life-cycle HVAC and occupant health in mind.

### AMENDMENT 3

Upon investigation and understanding of the wall cavity, the County elected to remove and replace portions of the existing exterior brick façade with a sturdy, code-compliant building envelope featuring generous windows to bring in additional natural light throughout the building.

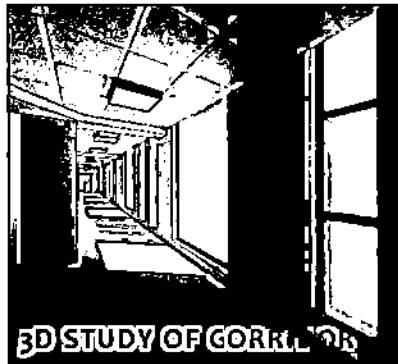
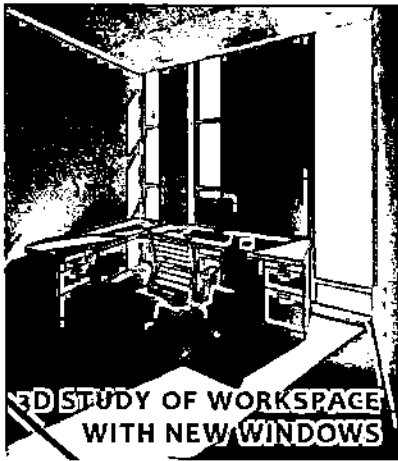


RENDERINGS OF A RENOVATED BRAZOS COUNTY ADMINISTRATION BUILDING

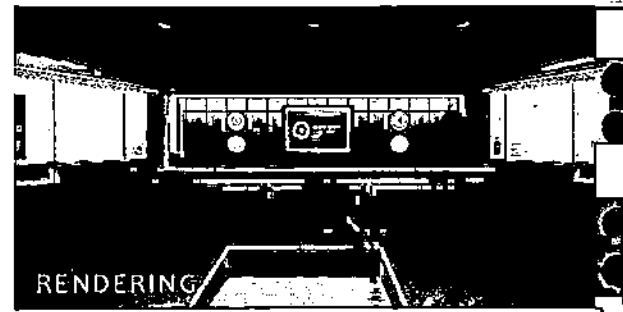


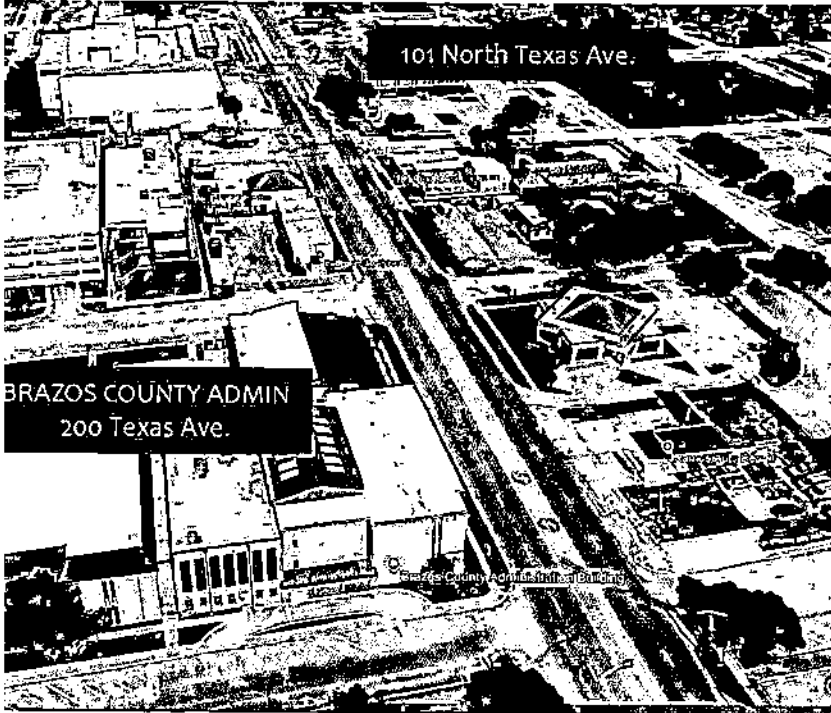


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101 North Texas Ave.

BRAZOS COUNTY ADMIN  
200 Texas Ave.

# FEATURE PROJECT

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### AMENDMENT 4

With more details and options available for study, County Leadership opted to add a conference space above the current main entrance lobby, making economical use of currently unused space on the second floor. A new space for Commissioner's Court was designed, with the goal of accommodating 100+ people during meetings. During this phase of design, it was also determined that renovating the entire building envelope was the best path forward.

### AMENDMENT 5

Areas of the roof needing replacement were added to the project. A brick enclosure around the existing electrical components was designed to screen views from the road. With almost a full building renovation in place, new building signage for wayfinding was designed for the project, as well as new building letters for the main entrance and along Texas Avenue.

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.

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RENDERING



## KEY TAKEAWAYS TO APPLY

### FLEXIBILITY

Considering the spaces for now, for later; and everything in between is critical to a new construction space for multiple uses. Departments grow, change, and work fluidly in new ways using technology. While a well-designed modern space is always adaptable, care must be taken to ensure that the public/private access controls always remain consistent and that new technologies can be worked in fluidly over time.

### EFFICIENCY

Careful design of both private and public corridors will ensure proper egress and traffic flow for both county employees and the public, as well as those in custody or in positions needing additional security. Creating diagrams to trace the "typical path" of each potential user will create a "highest and best use" of spaces for all users. Pre-planning for later evolution of spaces will inform elevator and stair locations, corridor sizes, and shared spaces.

### LONGEVITY

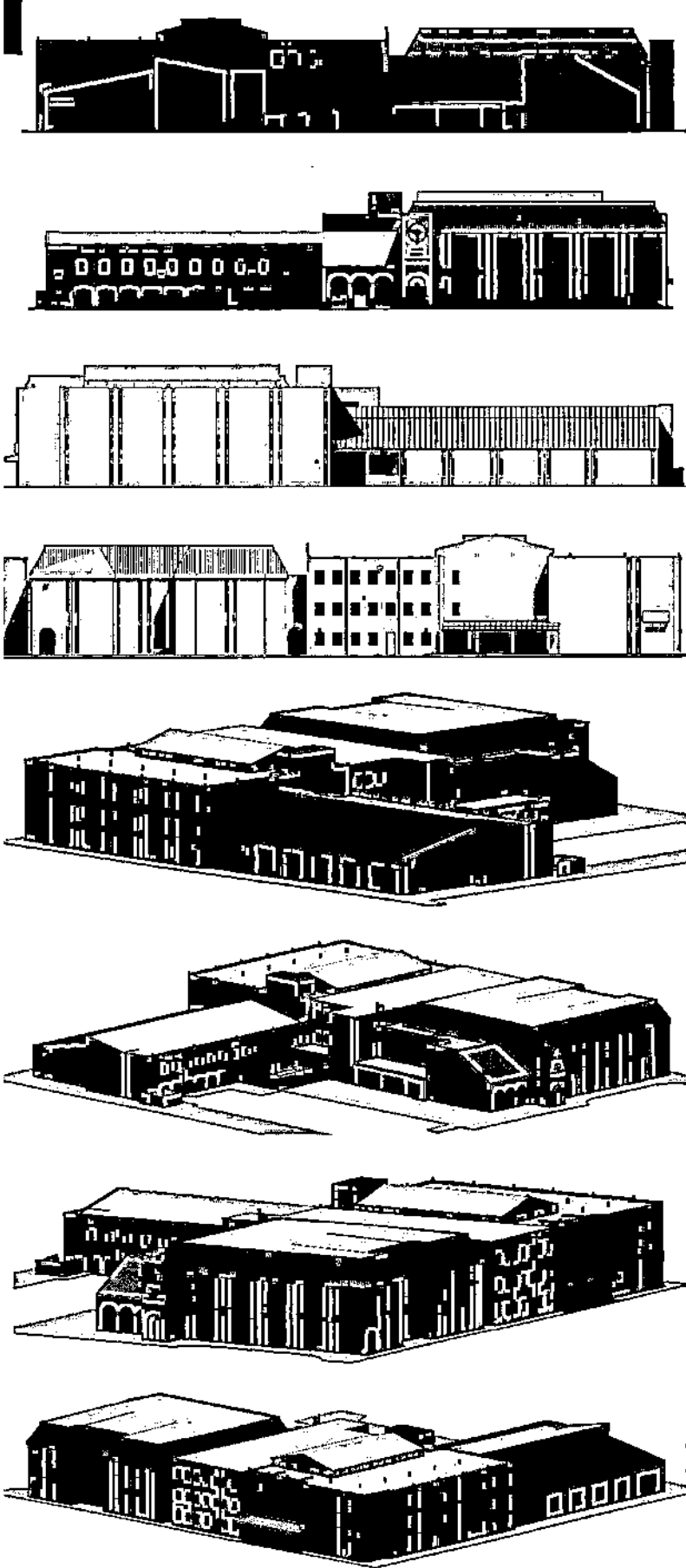
A new-construction facility should span multiple generations, with a focus on simple, high-quality, regionally-sourced material selections. Aesthetic recommendations will stand the test of time and avoid trends; opting to continue the brand story created by Brazos County on other noteworthy projects.

### HEALTH AND WELLNESS

What we now know about buildings is that fresh air through efficient HVAC systems, natural light, ergonomic furniture choices, and attention to acoustics create a space where people love to be. When people are comfortable and healthy, production of tasks and efficiency of teams is measurably improved. On a new construction space, these elements can be pre-planned and economical for every building user.

### ECONOMICS

Designing with constructability in mind from day one is imperative regarding every decision. Careful selection of HVAC systems, and creative ways to meet all codes while maximizing taxpayer dollars are imperative to project success. PlanNorth is fluent in construction methods, which allows our team to work fully in step with the Construction Manager; making full use of their skillsets very early on in the project. The entire design team will align with the overall purpose of being good stewards of the Brazos County taxpayers' dollars; and that starts with constructability.



Clear, easy to understand 3D models and fly-throughs at every stage allow all Brazos County participants to take part in design discussions. All A/E Team members draw in the same model using real-time synced BIM 360 technology.

**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 18 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 **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 Preconstructions 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 require 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**

**3.13.1** 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:





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 March 18, 2025<sup>th</sup> 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.

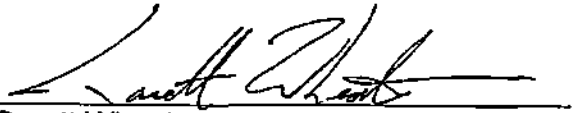
**OWNER:**  
**BRAZOS COUNTY, TEXAS**



Date: 3/18/25

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

**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**


**RFQ # CIP 25-563 Construction Manager at Risk for 101 North Texas Avenue**

	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
<b>RFQ TOTAL</b>	<b>100</b>	<b>86.7</b>	<b>78.6</b>	<b>71.5</b>	<b>86.8</b>	<b>82.4</b>	<b>82.2</b>
<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		
<b>RFP TOTAL</b>	<b>100</b>	<b>92</b>			<b>89</b>		
<b>Technical Proposal Total</b>	<b>200</b>	<b>179.1</b>			<b>176.1</b>		

\*RFP Process & Interview

Committee Recommended Award: SpawGlass Construction Corp.

Approved by Commissioner's Court on this 18 day of March, 2025 by

 holding the position of County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Frontier-Sweetwater  
Subdivision

DATE OF COURT MEETING: 3/18/2025

ITEM: Consider and take action on the Frontier Communications utility permit to directional bore fiber optic conduit under Sweetwater Drive-7, Stillforest Circle-1, Whippoorwill Drive-2, Lakeland-1 and Shadowbrook Circle-1 within Sweetwater Subdivision to provide area residents internet services. Sites are located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/12/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**Permit is for road bores ONLY. All other lines, conduits and appurtenances that parallel the roadway must be placed within the platted subdivision Public Utility Easement (PUE)**

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: Frontier will directional bore fiber optic conduits under multiple roads within Sweetwater Subdivision for internet services. Brazos County has NO financial responsibility in project.  
Consequences for failing to approve agenda item: Less customer choice for internet  
Deadline for agenda item approval: As soon as possible  
Site of work being performed: Sweetwater Subdivision; Sweetwater Drive-7, Stillforest Circle-1, Whippoorwill Drive-2, Lakeland-1 and Shadowbrook Circle-1

**ATTACHMENTS:**

**File Name**

[Utility\\_Permit-Frontier-Sweetwater.pdf](#)

**Description**

Utility Permit-Frontier-Sweetwater Subdivision

**Type**

Backup Material





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Frontier-Sweetwater  
Subdivision

DATE OF COURT MEETING: 3/18/2025

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**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<a href="#">Utility_Permit-Frontier-Sweetwater.pdf</a>	Utility Permit-Frontier-Sweetwater Subdivision	Backup Material

**APPROVED**



3/12/25  
Date

Duane Peters  
County Judge

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS  
OF TELEPHONE FACILITIES AND DESIGNATING  
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY  
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – 5275963 / Fiber  
Sweetwater Subdivision

Frontier proposes to directional bore 1.25-inch fiber optic conduct under the following roads in Sweetwater Subdivision, maintaining a minimum 42-inch depth under roadways. All other facilities associated with this project will be installed within variable width Public Utility Easements (PUE):

Sweetwater Drive – 7; Stillforest Circle – 1; Whippoorwill Drive – 1; Lakeland – 1  
and Shadowbrook Circle - 1

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 60 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications \*  
Company Name

Darrin Albrecht 281-229-0849  
Darrin.l.albrecht@fr.com

Devin Gould with Housley Group  
By:

*Devin Gould*  
Signature

Project Manager – Permits  
Title

3550 S Bryant Blvd San Angelo, Tx 76903  
Address

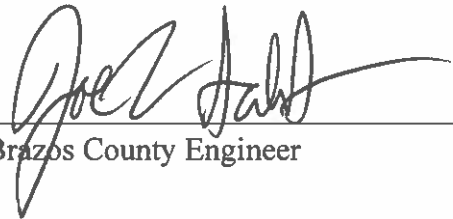
409-313-3755  
Telephone Number

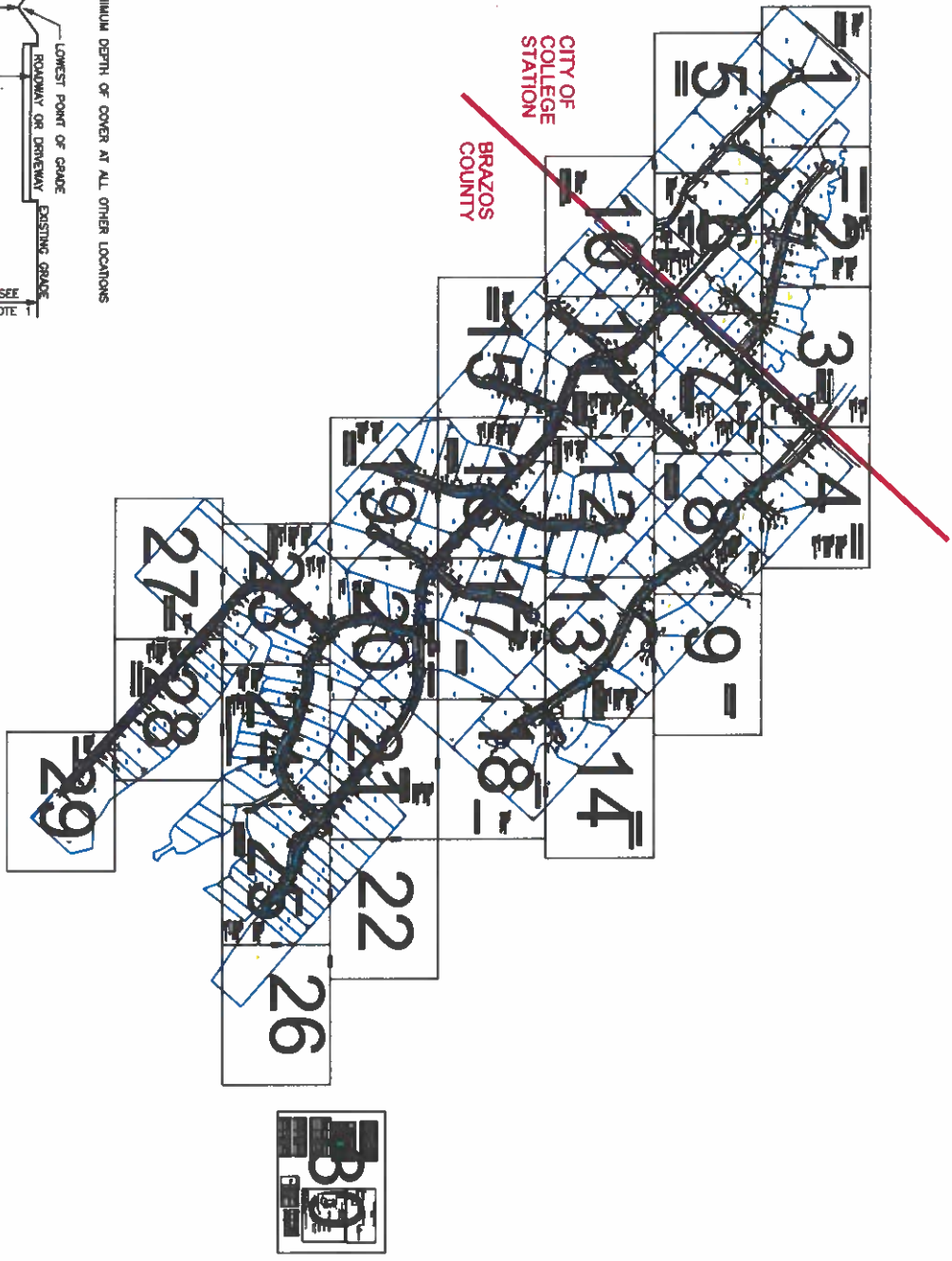
dgould@hc-inc.com  
E-mail

**ACCEPTANCE OF NOTIFICATION**

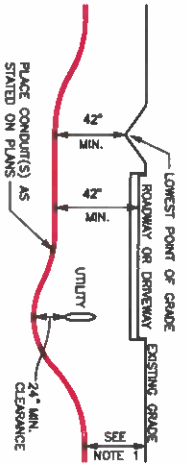
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated March 11, 2025 except as noted below:

**EXCEPTIONS: Permit is for road bores ONLY. All other lines conduits and appurtenances that parallel the roadways must be placed within the platted subdivision Public Utility Easement (PUE)**

For  \_\_\_\_\_  
Brazos County Engineer



NOTE 1: 36" MINIMUM DEPTH OF COVER AT ALL OTHER LOCATIONS



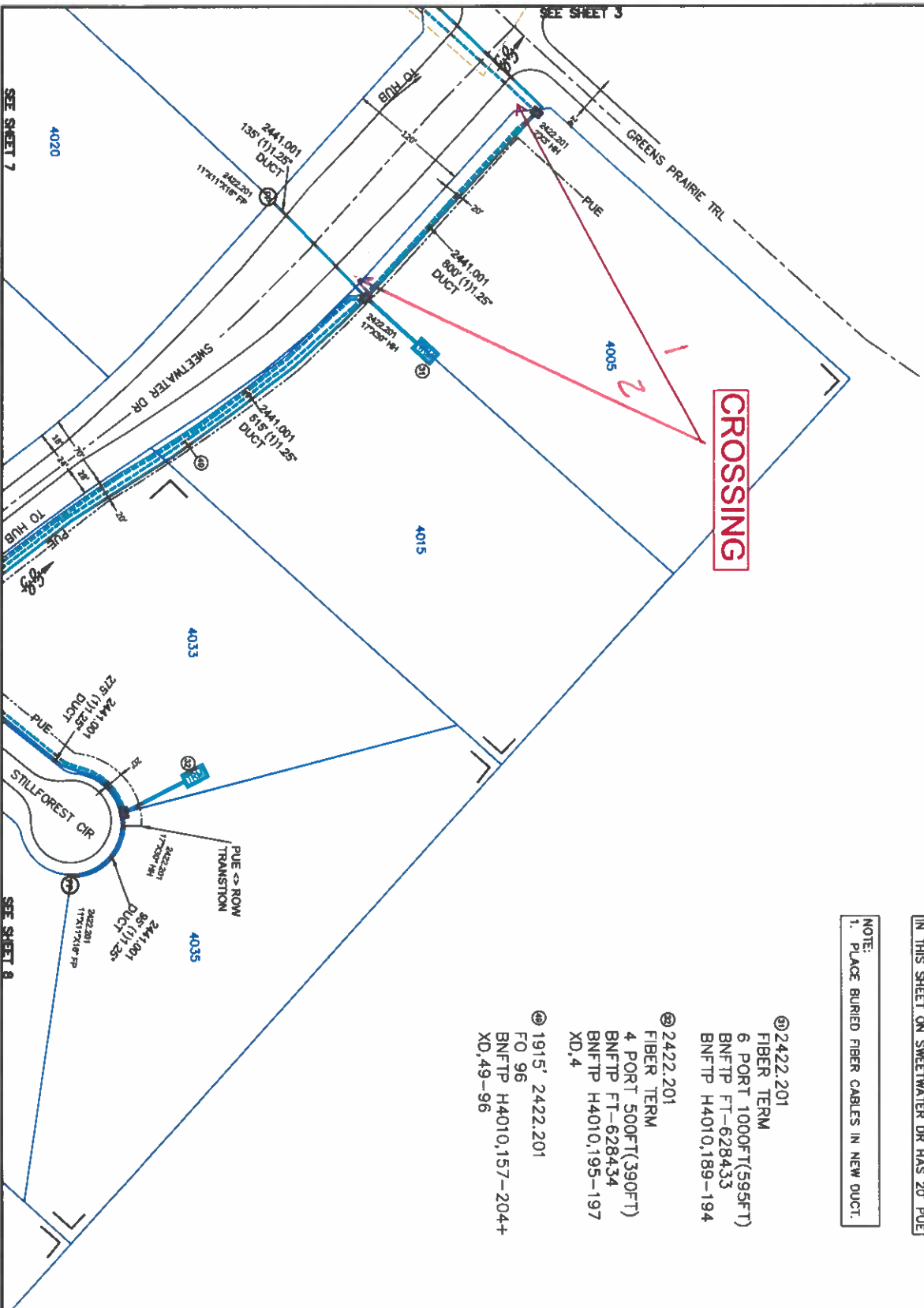
\*\*WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES\*\*  
 DIRECTIONAL BORE - CROSSING DETAIL

PROJECT: 5275863  
 NUMBER: 5275863  
 DRAWN DATE: 02/19/2025  
 SCALE: 1"=100'  
 TOWN: SHP  
 C.O. AREA: CLST SPRING CREEK  
 EXCH. CODE: 710342  
 ENG: HOUSLEY  
 PHONE: N/A  
 FILE: N/A  
 TAX DISTRICT: 10138  
 DWG: OF



REVISIONS

NO.	DATE	DESCRIPTION



NOTE:  
IN THIS SHEET ON SWEETWATER DR HAS 20' PUE


NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

**UNITS / ACCT CODES**

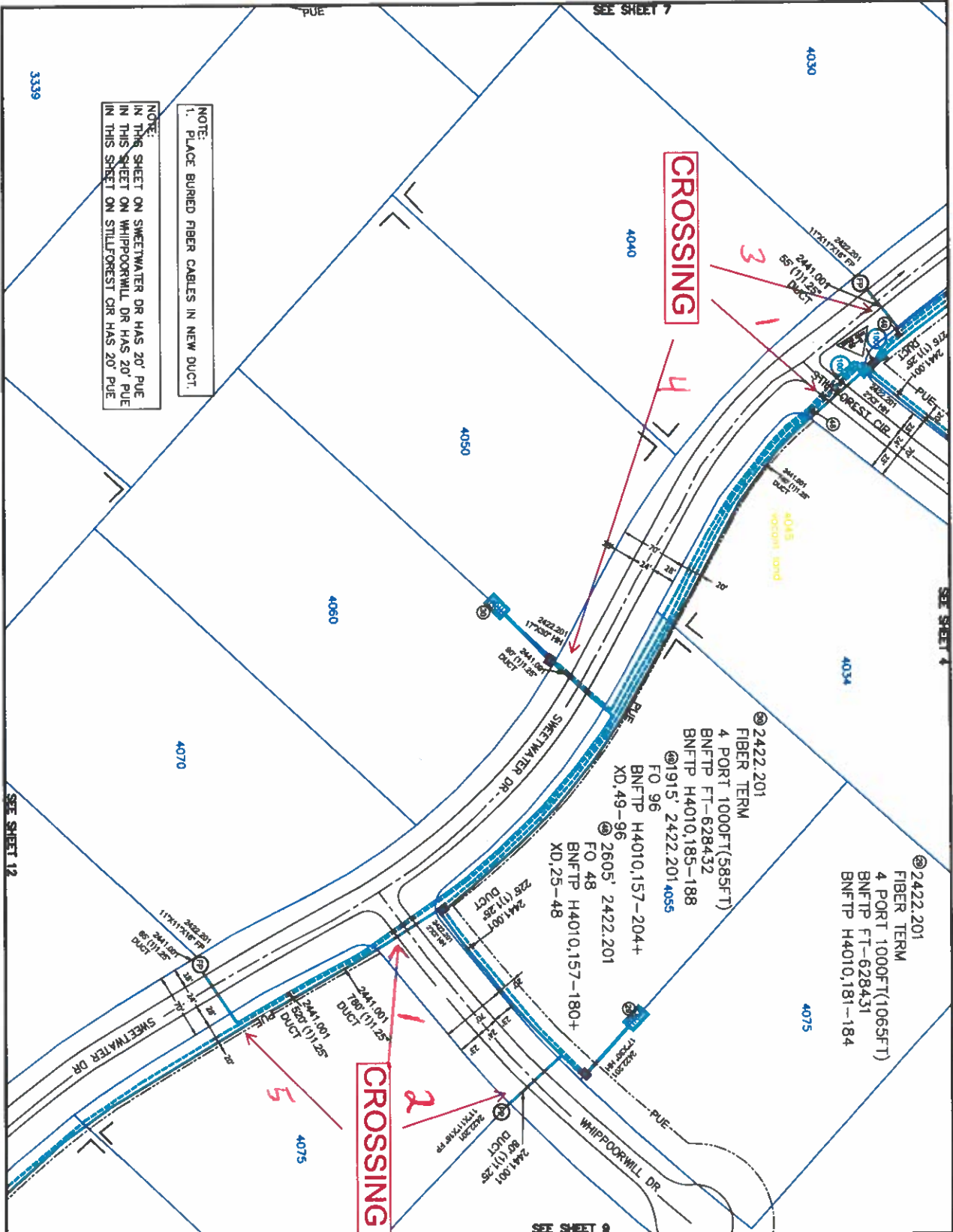
FP017	2
FP589	3
FP584	2
FP584	1940

- Ⓢ 2422.201  
FIBER TERM  
6 PORT 1000FT(595FT)  
BNFTP FT-628433  
BNFTP H4010.189-194
- Ⓢ 2422.201  
FIBER TERM  
4 PORT 500FT(390FT)  
BNFTP FT-628434  
BNFTP H4010.195-197  
XD,4
- Ⓢ 1915' 2422.201  
FO 96  
BNFTP H4010.157-204+  
XD,49-96

**REVISIONS**


  
**Frontier**  
 COMMUNICATIONS  
**CLST SPRING CREEK**  
**FDH - HUB H4010**

PROJECT: 5275863	CO. AREA:	CLST SPRING CREEK
MINOR: 02719/203	BLK. CODE:	7093
DESIGN DATE/ENG: HWS/LET	CONTR. NO.:	BR0203
SCALE: 1"=100'	TAX DISTRICT:	10138 DWG: 04 OF 30
TWNSHIP: RWG:	SEC:	



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
IN THIS SHEET ON SWEETWATER DR HAS 20' PUE  
IN THIS SHEET ON WHIPPOORWILL DR HAS 20' PUE  
IN THIS SHEET ON STILLFOREST CIR HAS 20' PUE

**CROSSING**

**CROSSING**

UNITS / ACCT CODES	
FP029	1080
FP032	1465
FP017	2
FP588	4
FP58A	3
FP43F	2605
FSS1	48
FS14	1

REVISIONS	

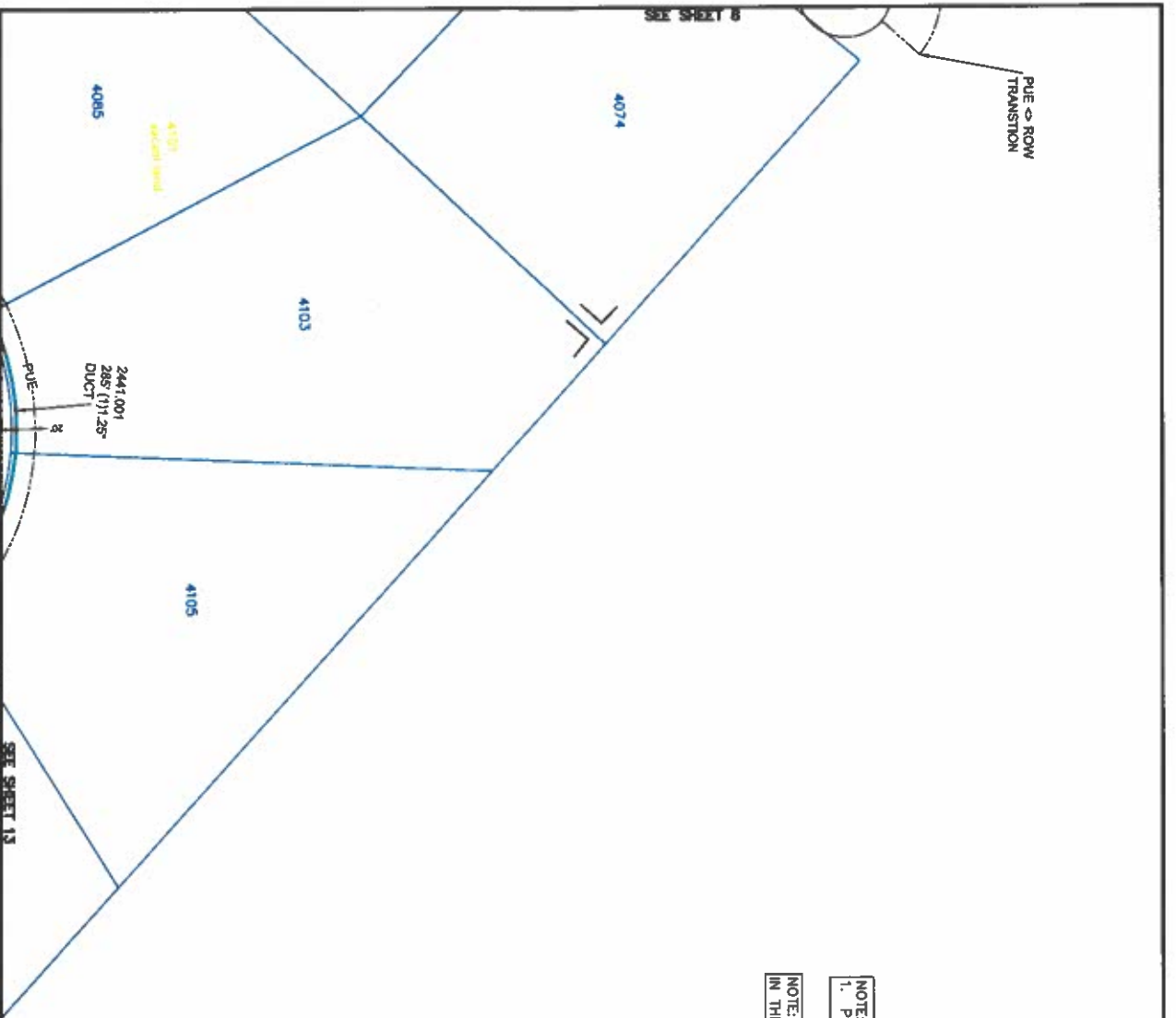
PROJECT: 5275863		C.O. AREA:	CLST SPRING CREEK
DRAWN DATE: 02/19/2025		EXCH. CODE:	7882
DRAWN BY: MA		CNTY:	BRADDOCK
TAX DISTRICT: T0138		DWG:	08 OF 30
SCALE: 1"=100'		SEC:	

SEE SHEET 7

SEE SHEET 4


SEE SHEET 12

SEE SHEET 9

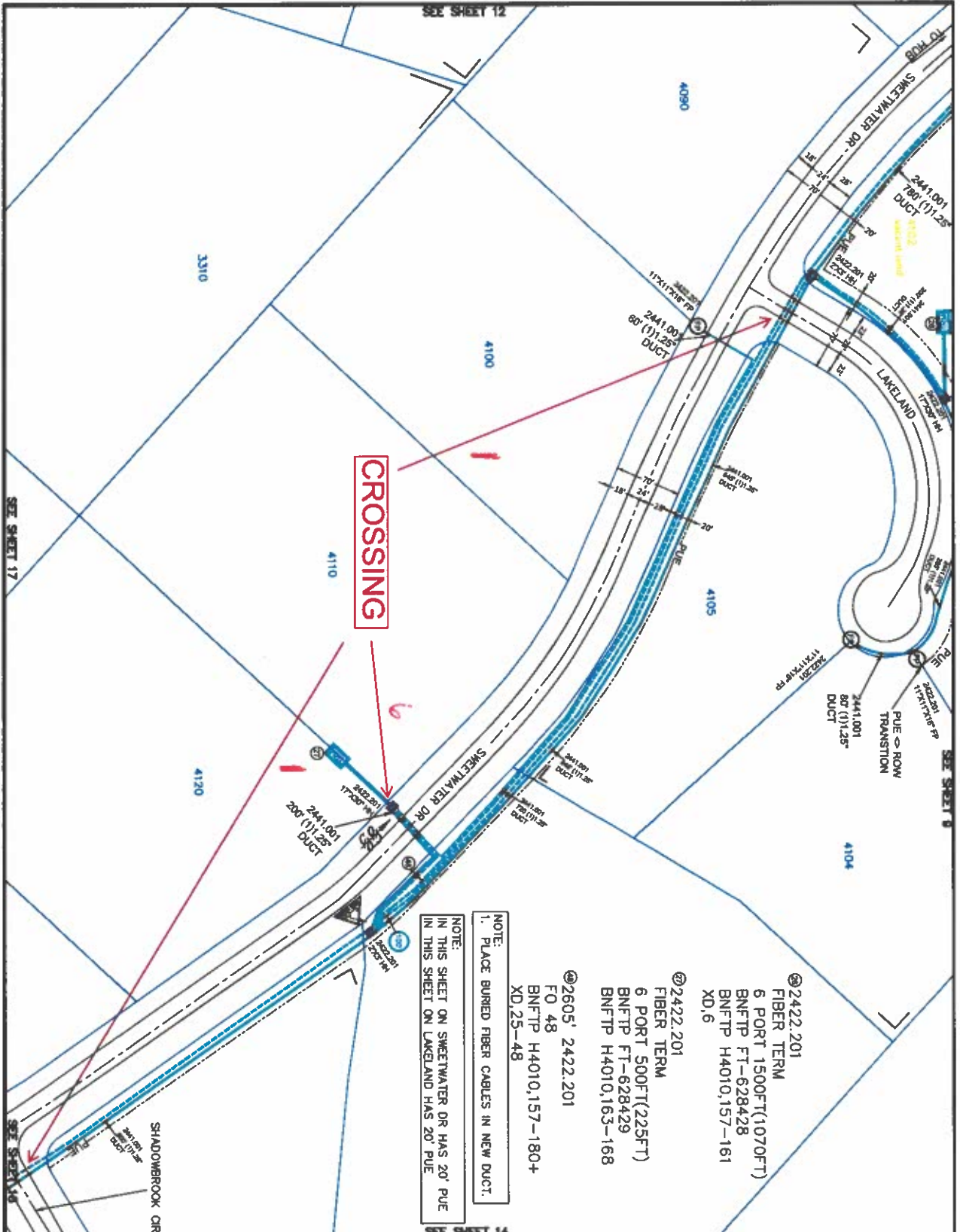


NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
IN THIS SHEET ON LAKELAND HAS 20' PUE

 <b>Frontier</b> COMMUNICATIONS CLST SPRING CREEK FDH - HUB H4010		<b>REVISIONS</b> <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																																	
PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK	EXCH. CODE: 70382	CLST SPRING CREEK																																
DRAWN DATE: 02/18/2025	DRAWN BY: HOUSLEY	CNTY: OKLAHOMA	OKLAHOMA																																
PHONE: N/A	TAX DISTRICT: 10138	DWG NO: 00	OF: 30																																
SCALE: 1"=100'	TWNSHIP:	RANGE:	SECT:																																





NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.  
NOTE:  
IN THIS SHEET ON SWEETWATER DR HAS 20' PUE  
IN THIS SHEET ON LAKELAND HAS 20' PUE

- ②2422.201  
FIBER TERM  
6 PORT 1500FT(1070FT)  
BNFTP FT-628428  
BNFTP H4010,157-161  
XD,6
- ②2422.201  
FIBER TERM  
6 PORT 500FT(225FT)  
BNFTP FT-628429  
BNFTP H4010,163-168
- ②2605.2422.201  
FO 48  
BNFTP H4010,157-180+  
XD,25-48

**UNITS / ACCT CODES**

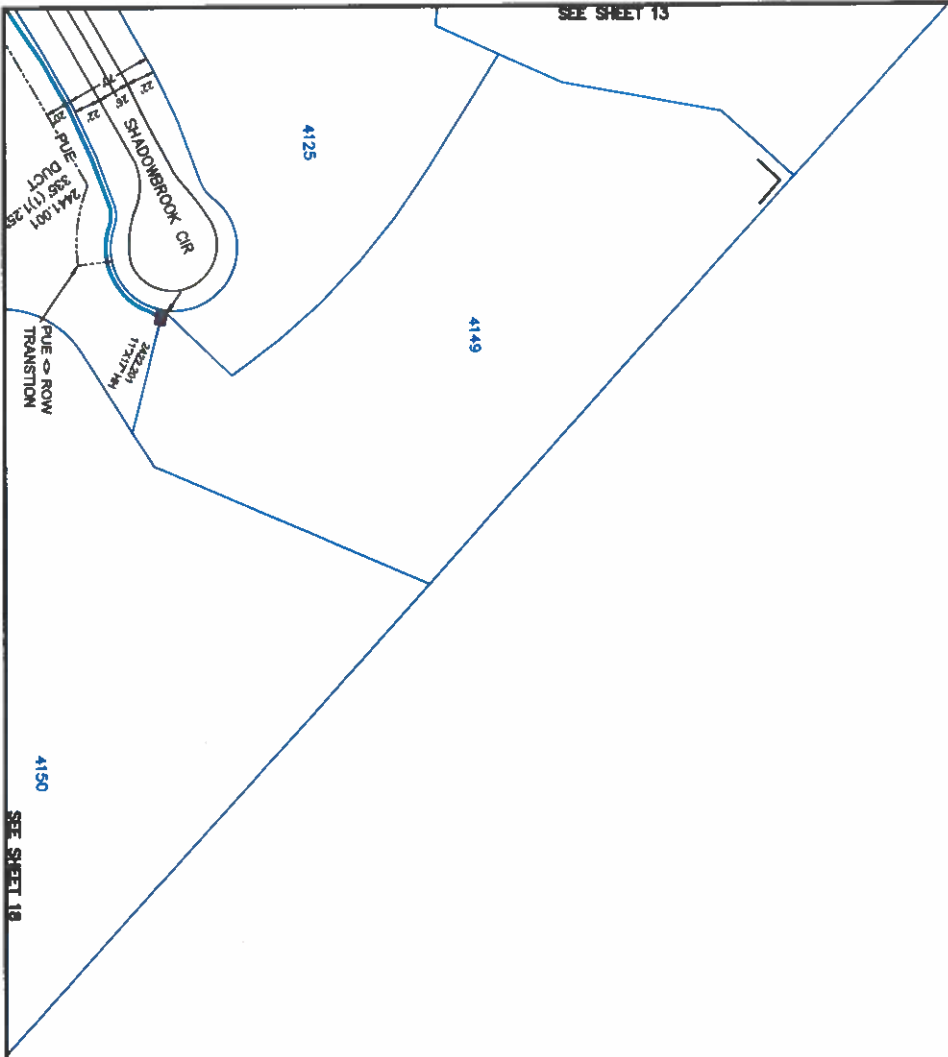
FP028	1115
FP032	1225
FP017	2
FP588	4
FP584	3
FS51	48
FS14	1
FP584	2735

**REVISIONS**


**CLST SPRING CREEK**

**FDH - HUB H4010**

PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: ENGR: HOUSLEY	EXCH. CODE: 70342
02/27/2021 PHONE: N/A	CNTY: BRADDOCK
SCALE: 1"=100'	FILE: FDH-HUB-H4010
TWNSHIP: TAX DISTRICT: 70138	DWG: 13 OF 30
SEC:	



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
IN THIS SHEET ON SHADOWBROOK CIR HAS 20' PUE

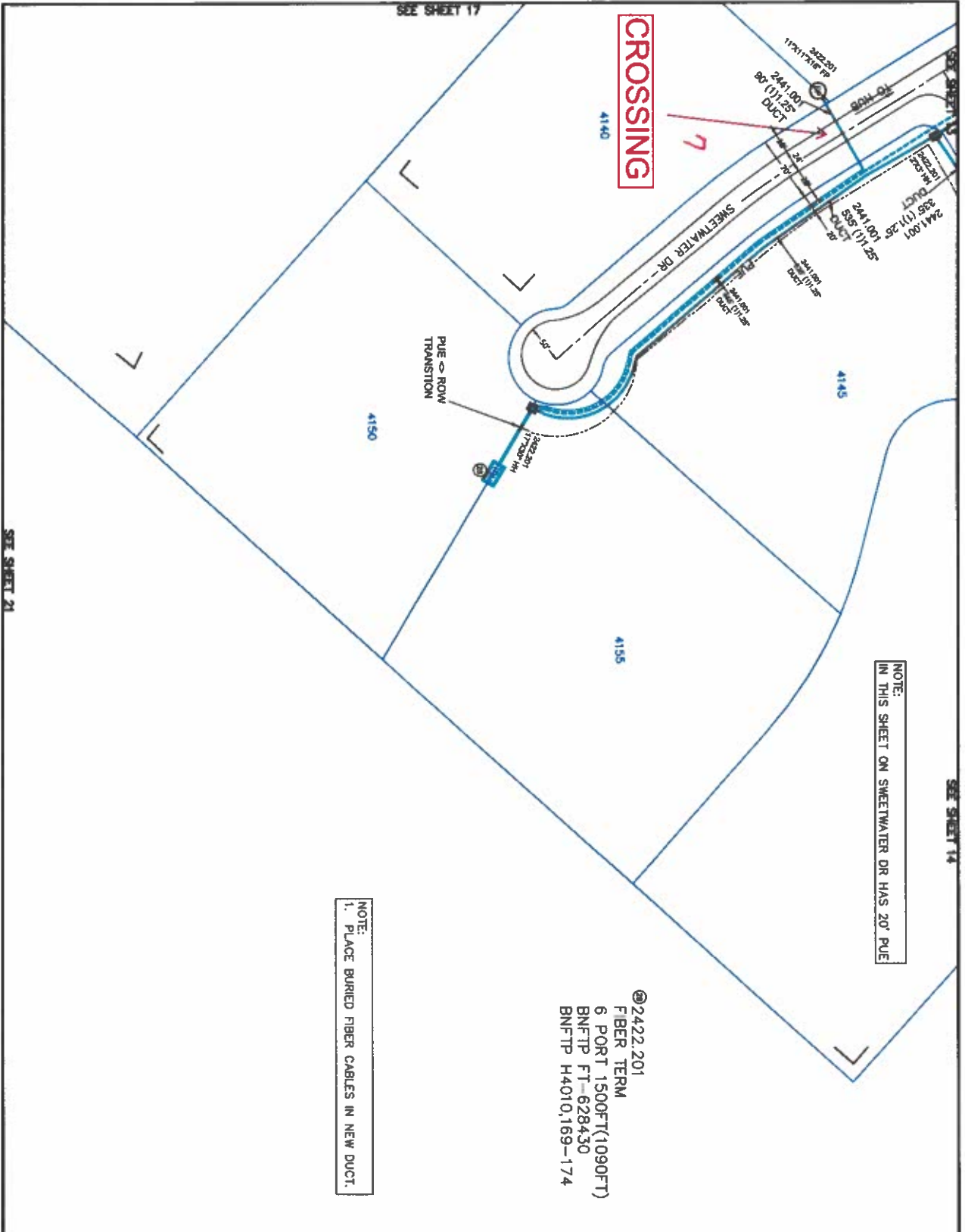
**UNITS / ACCT CODES**

FP58A	490
FP58B	2

**REVISIONS**


  
**Frontier**  
 COMMUNICATIONS  
 CLST SPRING CREEK  
 FDH - HUB H4010

PROJECT NUMBER: 5275863	C.O. AREA: HOUSTON	CLST SPRING CREEK
DRAWN/DATE: ENGR: N/A	HOUSLEY	ENGR: 70382
SCALE: 1"=100'	TAX DISTRICT: T0138	DWG: 14 OF 30



NOTE:  
IN THIS SHEET ON SWEETWATER DR HAS 20' PUE


NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

2422.201  
FIBER TERM  
6 PORT 1500FT(1090FT)  
BNFTP FT-628430  
BNFTP H4010.169-174

**UNITS / ACCT CODES**

FP017	1
FP598	2
FP50A	1
FP59A	505

**REVISIONS**


  
**Frontier**  
 COMMUNICATIONS  
 CLST SPRING CREEK  
 FDH - HUB H4010

PROJECT NUMBER: 5275863	C.O. AREA: HOUSTON	CLST SPRING CREEK
DRAWN DATE: 02/19/2025	ENGINEER: N/A	EXCH. CODE: 70942
SCALE: 1-100	TAX DISTRICT: T0138	DWG. NO: 18 OF 30

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD  
PRESERVATION STANDARDS FOR WORK CONDUCTED IN  
BRAZOS COUNTY RIGHTS OF WAY**

**A. General Requirements**

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

**B. Safety Requirements**

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

**C. Traffic Control Plan**

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
  - b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

**D. Design Standards**

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
  - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
  - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
  - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
  - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
  - Power – 0-2 feet, nominally 1'
  - Phone – 2-4 feet, nominally 3'
  - Gas – 4-6 feet, nominally 5'
  - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
  - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
  - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
  - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
  - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

***E. Emergency work***

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

**F. Repairs to existing facilities**

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

**G. Relocation of utilities:**

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

**H. High Pressure Pipelines**

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
  - diameter
  - wall thickness
  - material specification
  - minimum yield strength
  - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

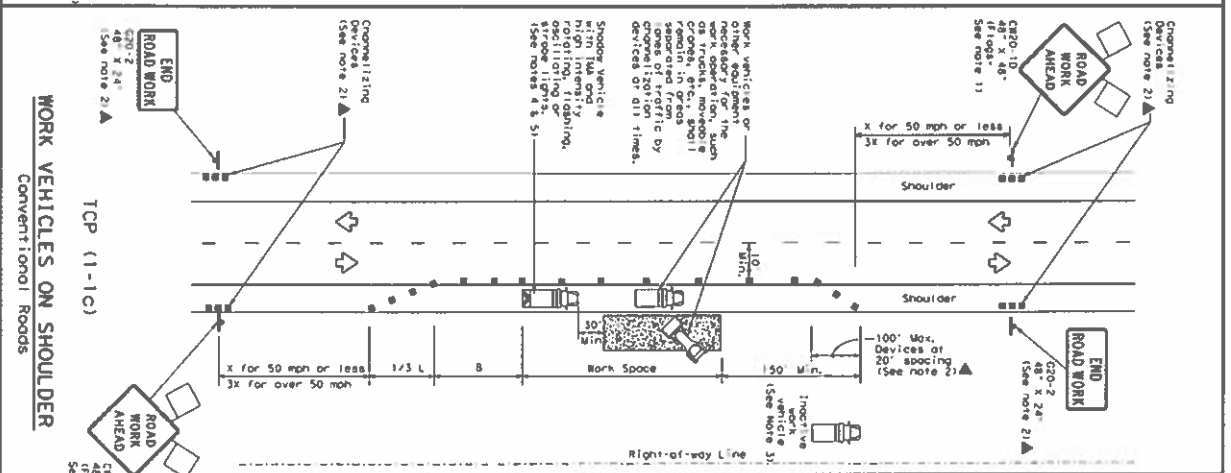
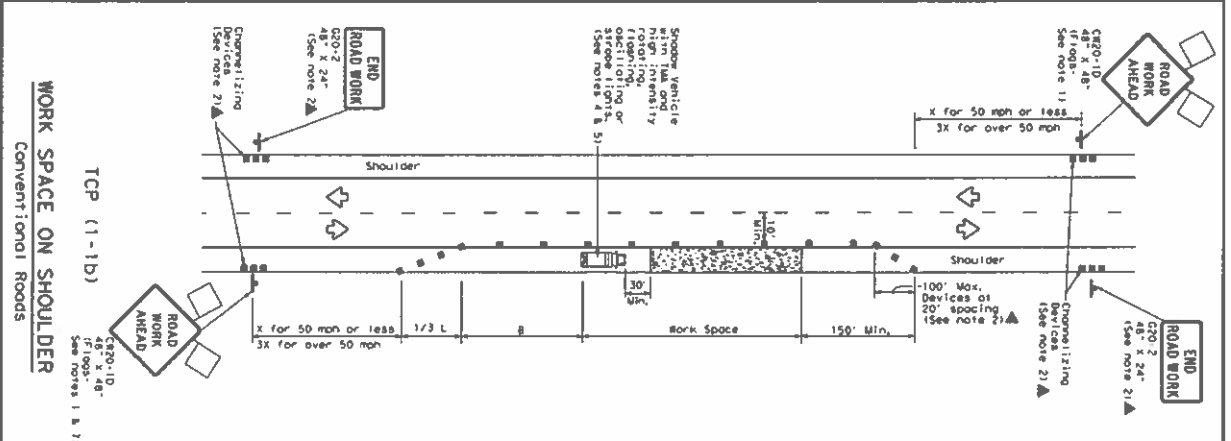
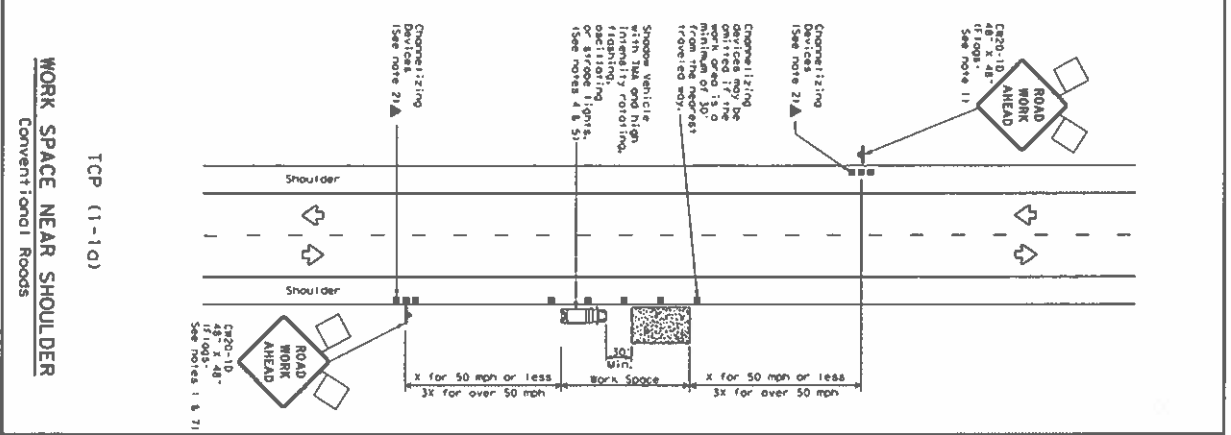
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_



**LEGEND**

	Type 3 Barricade		Channelizing Device
	Heavy Work Vehicle		Right Mounted Attenuator (RMA)
	Trailer Mounted Flashing Arrow Board		Portable Channelized Massover Sign (PCMAS)
	Sign		Traffic Flow
	Flag		Flagover

Speed (mph)	Formula	Minimum Spacing (ft)	Minimum Spacing (ft) on a curve	Minimum Spacing (ft) on a grade	Minimum Spacing (ft) on a curve and grade
W	$1.5W + 10$	150	150	150	150
30	$1.5(30) + 10 = 55$	55	55	55	55
35	$1.5(35) + 10 = 62.5$	62.5	62.5	62.5	62.5
40	$1.5(40) + 10 = 70$	70	70	70	70
45	$1.5(45) + 10 = 77.5$	77.5	77.5	77.5	77.5
50	$1.5(50) + 10 = 85$	85	85	85	85
55	$1.5(55) + 10 = 92.5$	92.5	92.5	92.5	92.5
60	$1.5(60) + 10 = 100$	100	100	100	100
65	$1.5(65) + 10 = 107.5$	107.5	107.5	107.5	107.5
70	$1.5(70) + 10 = 115$	115	115	115	115
75	$1.5(75) + 10 = 122.5$	122.5	122.5	122.5	122.5

**TYPICAL USAGE**

MOBILE OPERATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES**
1. From oriented to signs where shown are REQUIRED.
  2. All traffic control devices shall be maintained in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), 8th Edition, or other applicable standards, signs developed by the Engineer, or other applicable standards, signs developed by the Engineer.
  3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
  4. Work vehicles should be equipped with flashing lights (red or amber) and should be equipped with reflective triangles (red or amber) and reflective vests.
  5. Additional shoulder vehicles with flashing lights may be positioned off the paved surface near to those shown in order to protect other work spaces.
  6. See TSP-15-11 for shoulder work on divided highways, expressways and roadways.
  7. C20-10 "ROAD WORK AHEAD" signs may be used in place of C20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

**TRAFFIC CONTROL PLAN**  
CONVENTIONAL ROAD  
SHOULDER WORK

TCP (1-1)-18

DATE	SCALE	DESIGNED BY	CHECKED BY	DATE
2-14-49	1" = 10'	...	...	...
4-19-49	...	...	...	...
2-18	...	...	...	...





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Frontier-Woodlake  
Subdivision

DATE OF COURT MEETING: 3/18/2025

ITEM: Consider and take action on the Frontier Communications utility permit to directional bore fiber optic conduit under Greens Prairie Road – 2; Woodlake Drive – 14; Preakness Circle – 2; Greentree Circle – 2; Citation Circle – 2; Triple Bend Circle – 4; Triple Bend Road – 2; Derby Circle – 1; Belmont Circle – 1; Riva Ridge – 6 and Calumet Trail – 2 within Woodlake Subdivision to provide area residents internet services. Sites are located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/12/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**Permit is for road bores ONLY. All other lines, conduits and appurtenances that parallel the roadway must be placed within the platted subdivision Public Utility Easement (PUE)**

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: Frontier will directional bore fiber optic conduits under multiple roads within Woodlake Subdivision for internet services. Brazos County has NO financial responsibility in project.  
Consequences for failing to approve agenda item: Less customer choice for internet  
Deadline for agenda item approval: As soon as possible  
Site of work being performed: Woodlake Subdivision; Greens Prairie Road – 2; Woodlake Drive – 14; Preakness Circle – 2; Greentree Circle – 2; Citation Circle – 2; Triple Bend Circle – 4; Triple Bend Road – 2; Derby Circle – 1; Belmont Circle – 1; Riva Ridge – 6 and Calumet Trail – 2

**ATTACHMENTS:**

**File Name**

[Utility Permit-Frontier-Woodlake Subdivision.pdf](#)

**Description**

Utility Permit - Frontier - Woodlake Subdivision

**Type**

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Frontier-Woodlake  
Subdivision

DATE OF COURT MEETING: 3/18/2025

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**ATTACHMENTS:**

**File Name**

Utility\_Permit-Frontier-Woodlake\_Subdivision.pdf

**Description**

Utility Permit - Frontier - Woodlake Subdivision

**Type**

Backup Material

**APPROVED**  
  
Duane Peters  
County Judge  
3/18/25  
Date

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS  
OF TELEPHONE FACILITIES AND DESIGNATING  
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY  
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – 5275963 / Fiber  
Woodlake Subdivision

Frontier proposes to directional bore 1.25-inch fiber optic conduct under the following roads in Woodlake Subdivision, maintaining a minimum 42-inch depth under roadways. All other facilities associated with this project will be installed within variable width Public Utility Easements (PUE): Greens Prairie Road – 2; Woodlake Drive – 14; Preakness Circle – 2; Greentree Circle – 2; Citation Circle – 2; Triple Bend Circle – 4; Triple Bend Road – 2; Derby Circle – 1; Belmont Circle – 1; Riva Ridge – 6 and Calumet Trail – 2

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 60 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications \*  
Company Name

Darrin Albrecht 281-229-0849  
Darrin.l.albrecht@ftr.com

Devin Gould with Housley Group  
By:

*Devin Gould*  
Signature

Project Manager – Permits  
Title

3550 S Bryant Blvd San Angelo, Tx 76903  
Address

409-313-3755  
Telephone Number

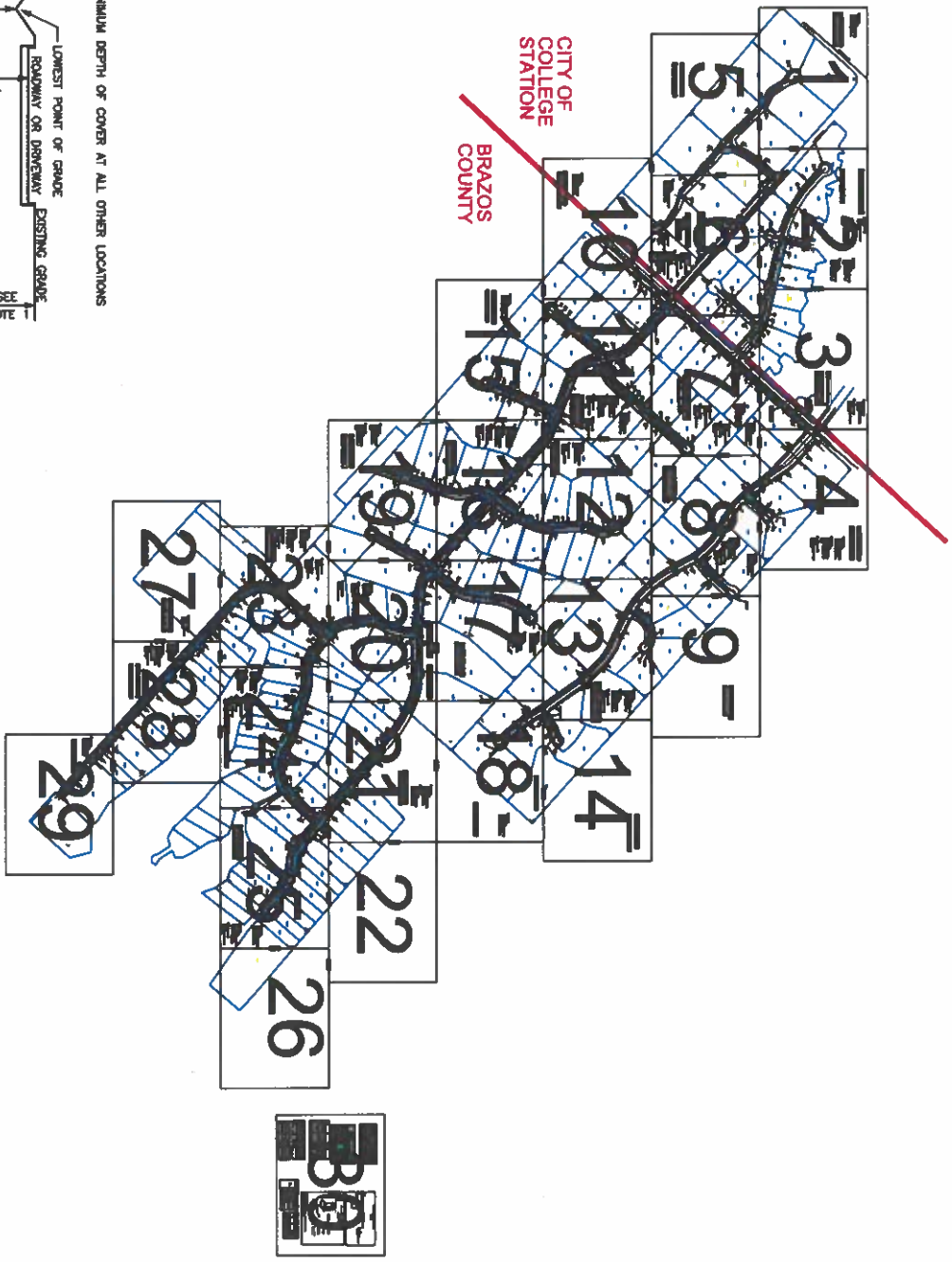
dgould@hc-inc.com  
E-mail

**ACCEPTANCE OF NOTIFICATION**

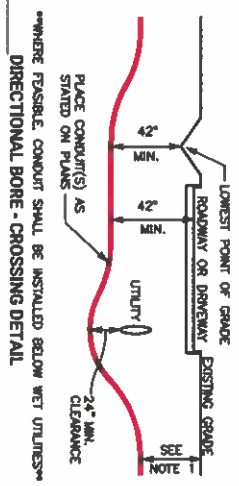
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated March 12, 2025 except as noted below:

**EXCEPTIONS: Permit is for road bores ONLY. All other lines conduits and appurtenances that parallel the roadways must be placed within the platted subdivision Public Utility Easement (PUE)**

For  \_\_\_\_\_  
Brazos County Engineer



NOTE 1: 36" MINIMUM DEPTH OF COVER AT ALL OTHER LOCATIONS



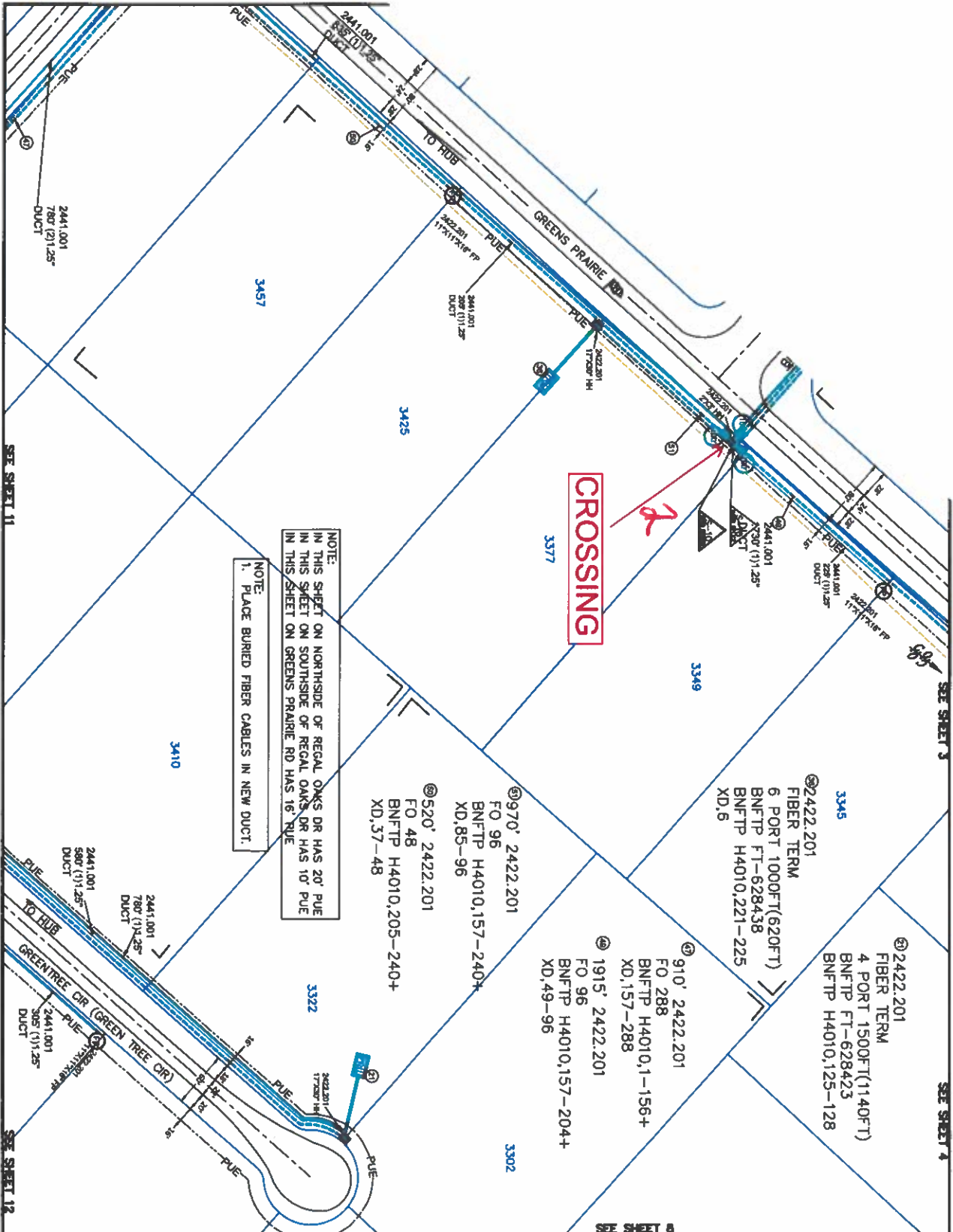
REVISIONS	
NO.	DESCRIPTION



**CLST SPRING CREEK**  
FDH - HUB H4010

PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: ENGR: HOUSTLEY	EXCH. CODE: 79942
02/19/2025	PHONE: WA
SCALE: 1"=100'	TAX DISTRICT: T0139
DWG	SEC: OF
TWNSHIP: R04C	SEC:





UNITS / ACCT CODES	
FP017	2
FP589	3
FP904	3
FSS2	96
FS14	1
FR43F	2435
FSS2	96
FS14	1
FS91	48
FS14	1

REVISIONS	

**Frontier**  
COMMUNICATIONS

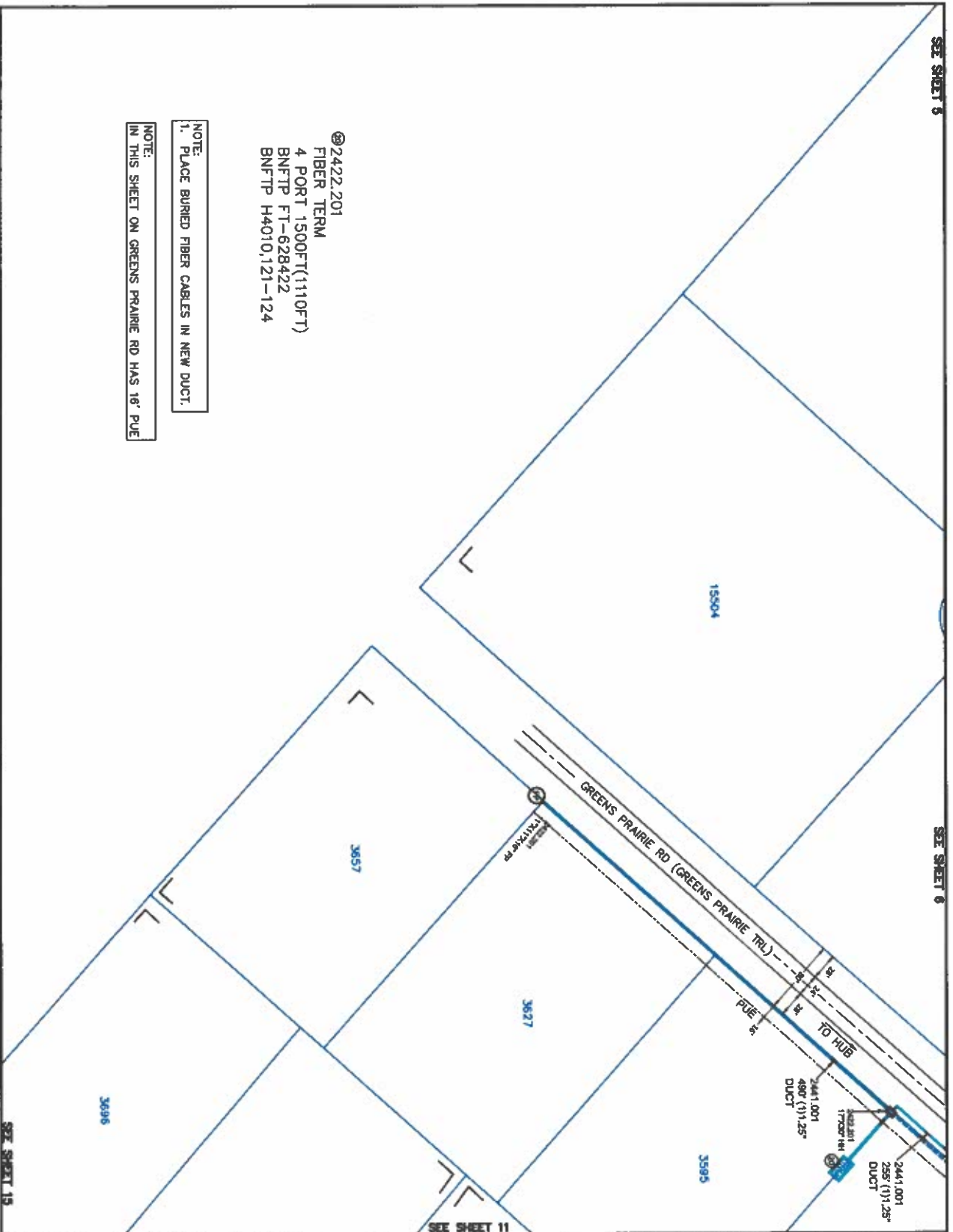
**CLST SPRING CREEK**  
**FDH - HUB H4010**

PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK
DATE: 10/13/10	SCALE: 1"=100'
DRAWN BY: J. HANSEN	CHECKED BY: J. HANSEN
DATE: 10/13/10	SCALE: 1"=100'
TOWNSHIP: 07 OF 30	



SEE SHEET 5

SEE SHEET 6



①2422.201  
 FIBER TERM  
 4 PORT 1500FT(1110FT)  
 BNFTP FT-628422  
 BNFTP H4010.121-124

NOTE:  
 1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
 IN THIS SHEET ON GREENS PRAIRIE RD HAS 18' PUE

UNITS / ACCT CODES	
FP017	1
FP088	1
FP084	1
FP084	740

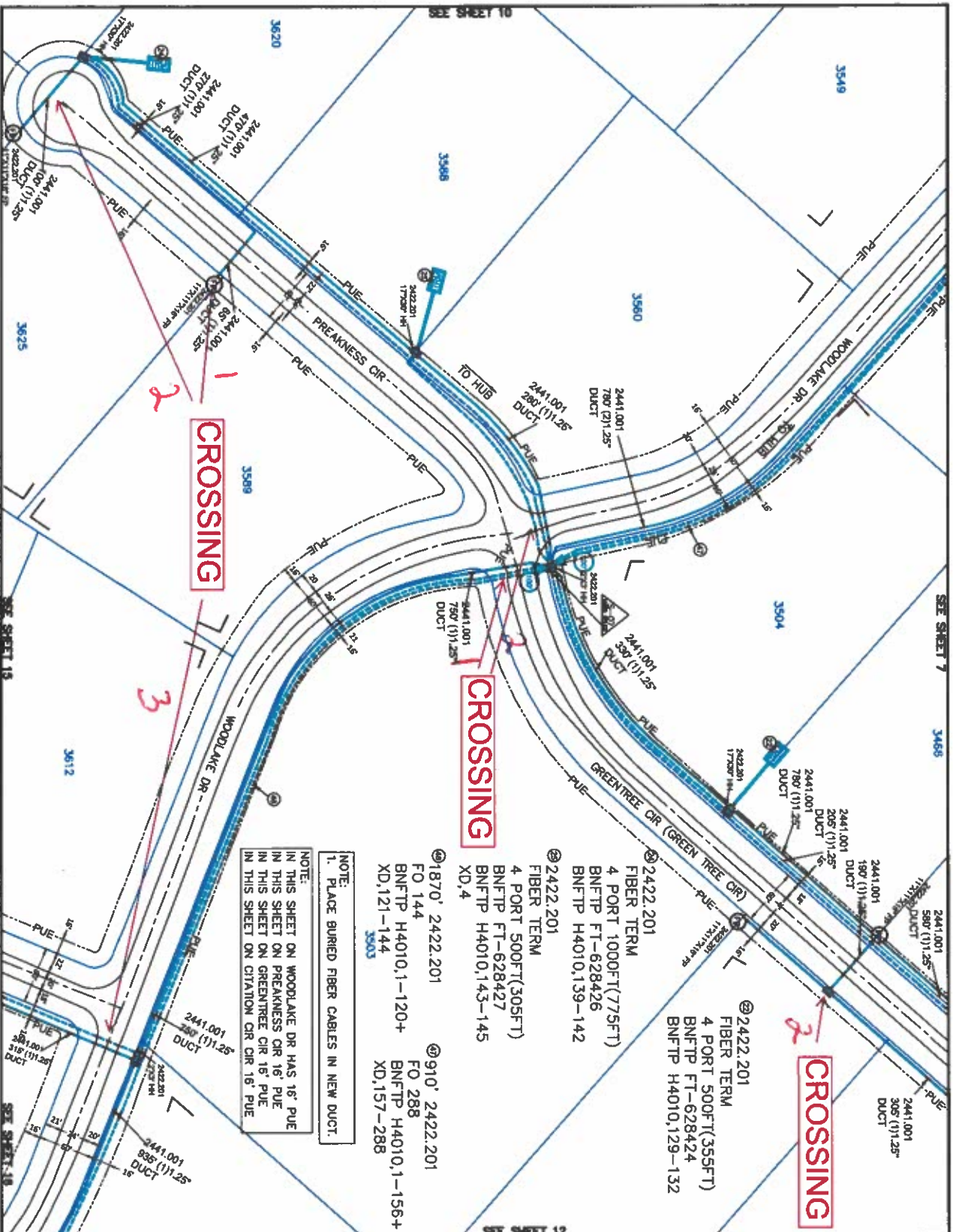
REVISIONS	

**Frontier**  
 COMMUNICATIONS

CLST SPRING CREEK  
 FDH - HUB H4010

PROJECT: 5275963	E.O. ASB&K	CLST SPRING CREEK
DRAWN DATE: ENGINEER: HOUSLEY	EGN. CODE: 70883	
SCALE: 1"=100'	TAX DISTRICT: 10138	DWG NO: 10 OF 30
TWNSHIP: 10N	RANGE: 10E	SEC: 30



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
IN THIS SHEET ON WOODLAKE DR HAS 16' PUE  
IN THIS SHEET ON PREAKNESS CIR 16' PUE  
IN THIS SHEET ON GREENTREE CIR 16' PUE  
IN THIS SHEET ON CITATION CIR 16' PUE

- ②1870' 2422.201 FO 144  
BNFTP H4010.1-120+  
XD.121-144  
3503
- ②910' 2422.201 FO 288  
BNFTP H4010.1-156+  
XD.157-288
- ②2422.201 FIBER TERM  
4 PORT 500FT(305FT)  
BNFTP FT-628427  
BNFTP H4010.143-145  
XD.4
- ②2422.201 FIBER TERM  
4 PORT 1000FT(775FT)  
BNFTP FT-628426  
BNFTP H4010.139-142
- ②2422.201 FIBER TERM  
4 PORT 500FT(355FT)  
BNFTP FT-628424  
BNFTP H4010.129-132

**UNITS / ACCT CODES**

FR029	1145
FR032	3620
FR017	3
FR068	5
FR064	4
FR064	0275
FR43F	1070
FS2	144
FS14	1

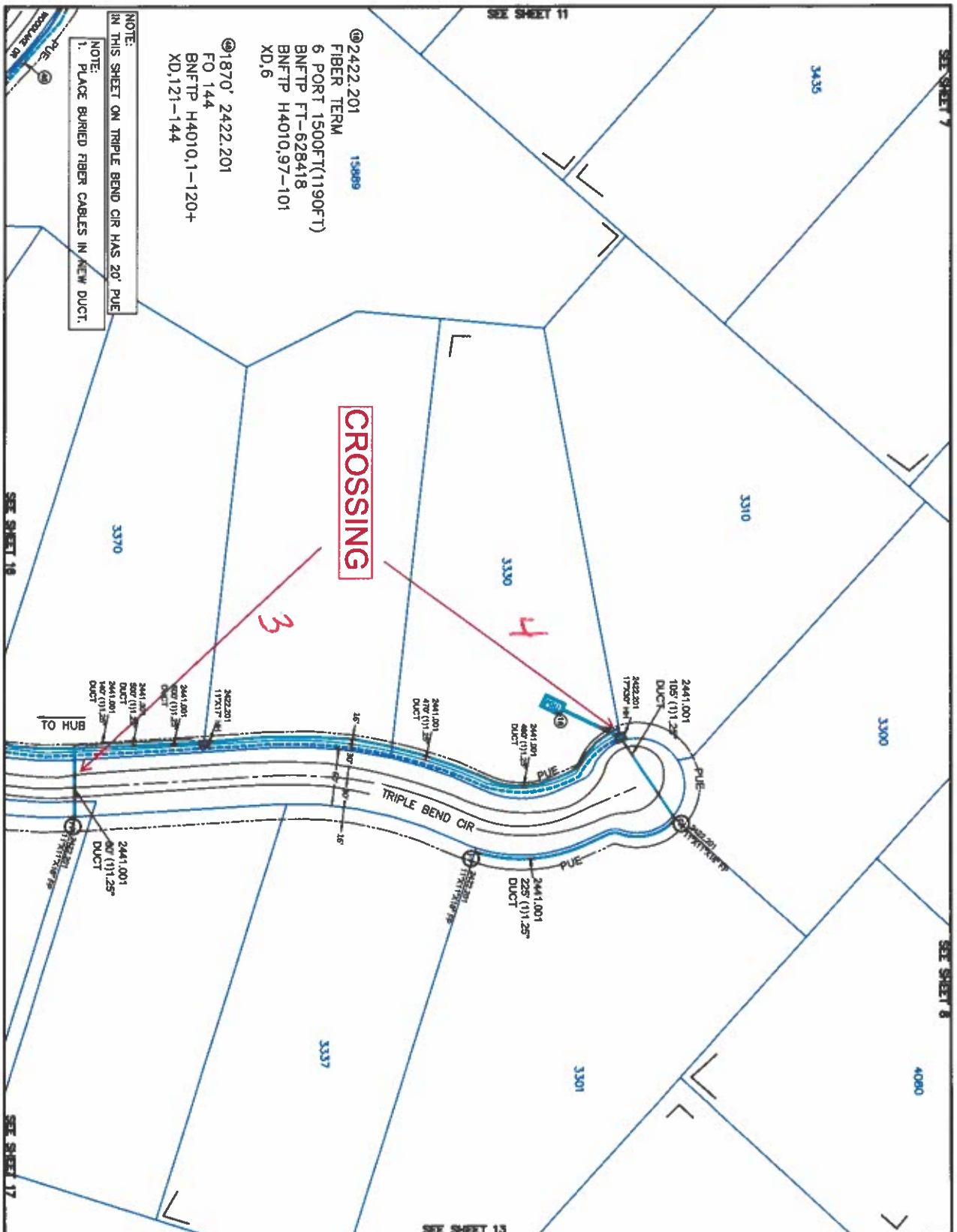
**REVISIONS**


**Frontier COMMUNICATIONS**

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT: 5275963  
DRAWN DATE: ENR  
SCALE: 1"=100'  
TWN: 10136  
SHEET: 11 OF 30

CO. AGEN: CLST SPRING CREEK  
EXCH. CODE: 7032  
CITY: HOUSTON  
STATE: TX  
DATE: 02/18/2025  
DWG: 11 OF 30



NOTE:  
IN THIS SHEET ON TRIPLE BEND CIR HAS 20' PUE

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

②422.201 13889  
FIBER TERM  
6 PORT 1500FT(1190FT)  
BNFTP FT-628418  
BNFTP H4010.97-101  
XD,6

①870' 2422.201  
FO 144  
BNFTP H4010.1-120+  
XD,121-144

**CROSSING**

UNITS / ACCT CODES	
FP017	1
FP588	1
FP58A	4
FP58A	1875

REVISIONS	

**Frontier**  
COMMUNICATIONS

CIST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER: 5275863	C.O. AREA: CIST SPRING CREEK
DRAWN DATE: ENGR: HOUSTLEY	ECN CODE: 7032
SCALE: 1"=100'	TAX DISTRICT: 10138 DWG: 12 OF 30
TWNSHIP:	SEC:

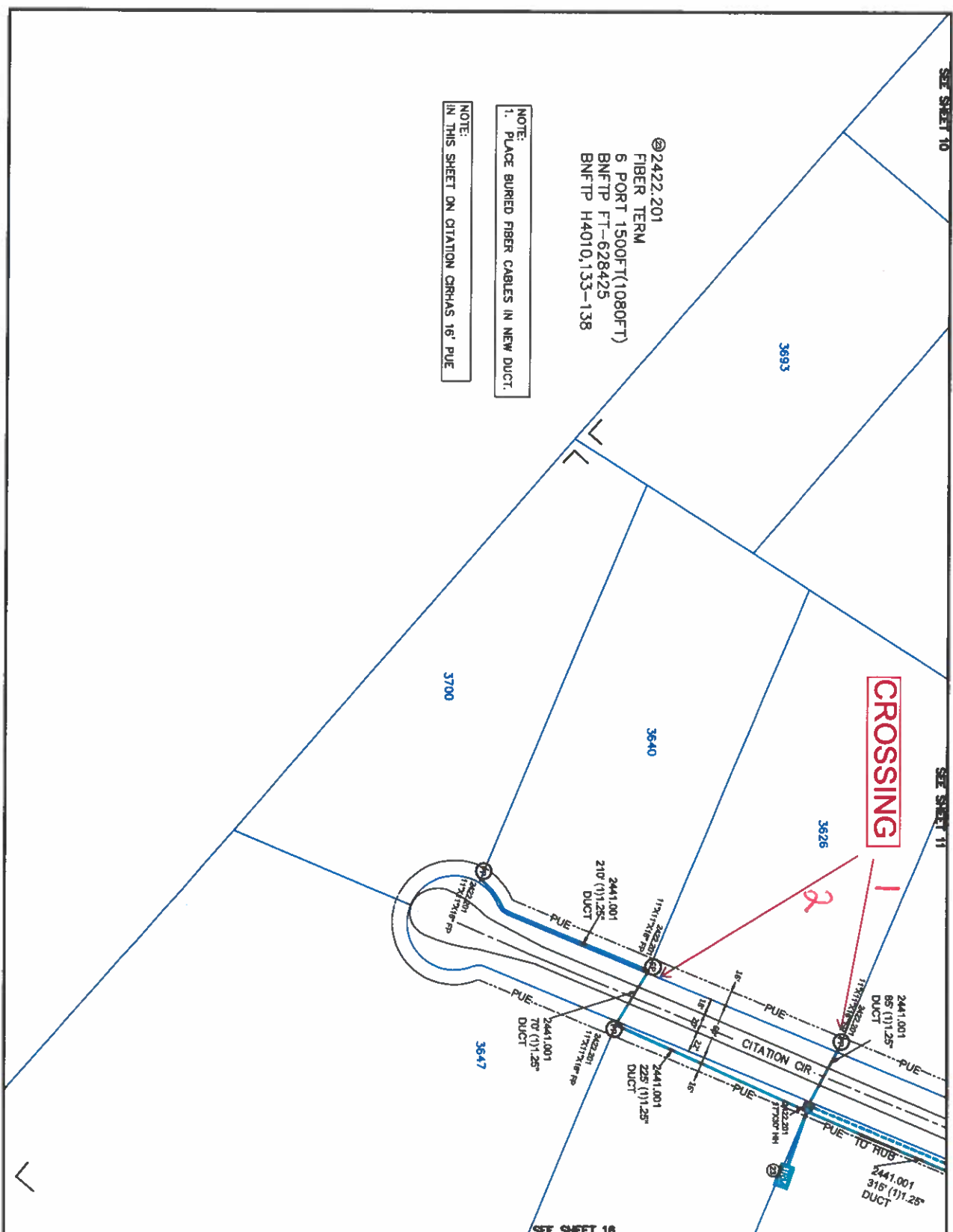
SEE SHEET 10

SEE SHEET 11

**CROSSING**

②2422.201  
FIBER TERM  
6 PORT 1500FT(1080FT)  
BNFTP FT-628425  
BNFTP H4010,133-138

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.  
NOTE:  
IN THIS SHEET ON CITATION CIR HAS 16' PUE



SEE SHEET 16

**UNITS / ACCT CODES**

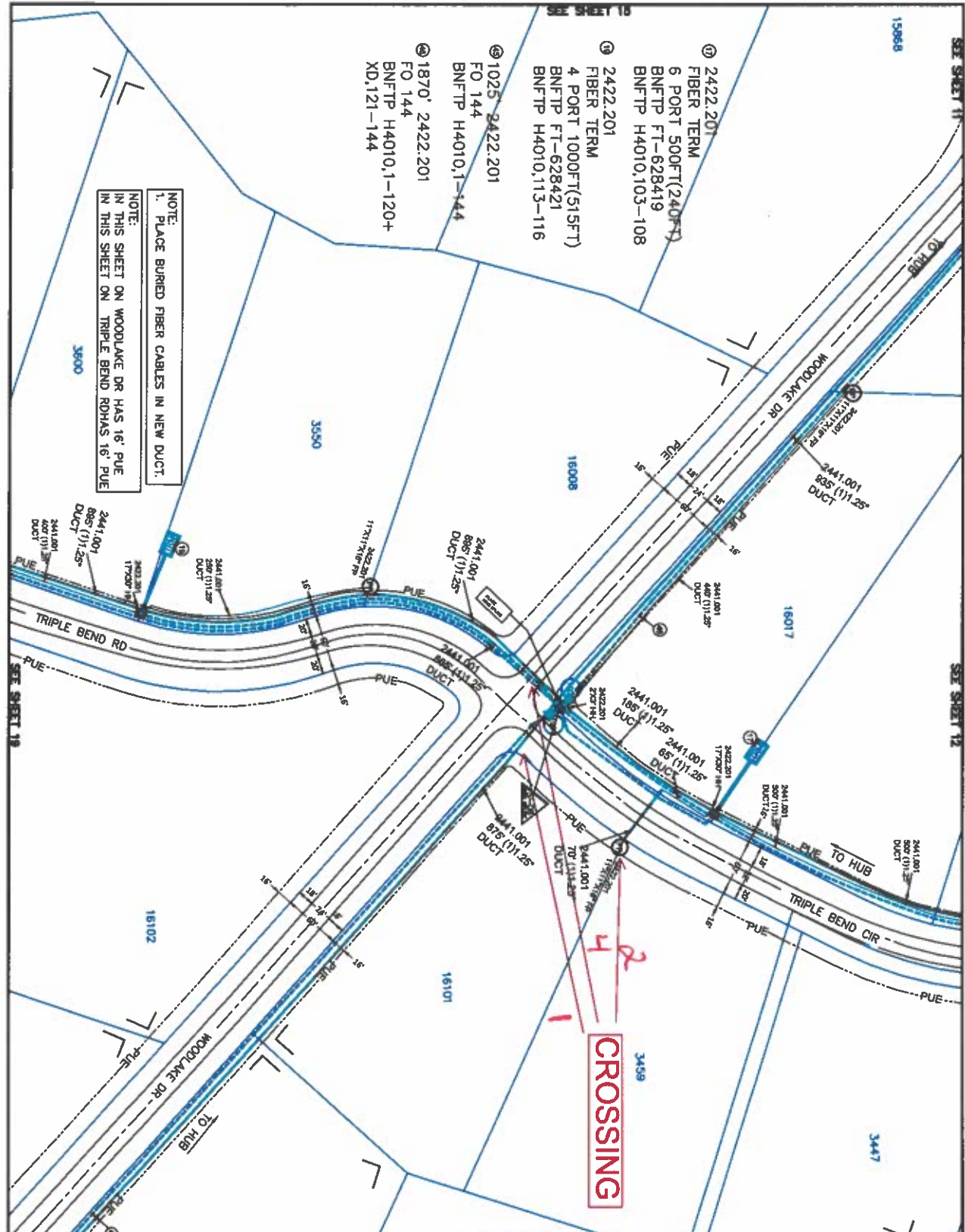
FP017	1
FP598	1
FP594	3
FP59A	605

**REVISIONS**




**CLST SPRING CREEK**  
**FDH - HUB H4010**

PROJECT NUMBER:	5275863	C.O. AREA:	CLST SPRING CREEK
DRAWN DATE:	10/20/05	EXCH. CODE:	7092
ENGINEER:	HOUJLEY	CNTY:	BRADIS
PHONE:	WA 027180205	FILE:	
SCALE:	1"=100'	TAX DISTRICT:	T0138
DWG:	15	OF:	30
TWNSHIP:		RNG:	
SEC:			



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.  
NOTE:  
IN THIS SHEET ON WOODLAKE DR HAS 16' PUE  
IN THIS SHEET ON TRIPLE BEND RD HAS 16' PUE

- ⑩ 2422.201  
FIBER TERM  
6 PORT 500FT(240FT)  
BNFTP FT-628419  
BNFTP H4010.103-108
- ⑪ 2422.201  
FIBER TERM  
4 PORT 1000FT(515FT)  
BNFTP FT-628421  
BNFTP H4010.113-116
- ⑫ 1025 2422.201  
FO 144  
BNFTP H4010.1-144
- ⑬ 1870' 2422.201  
FO 144  
BNFTP H4010.1-120+  
XD.121-144

**CROSSING**

**UNITS / ACCT CODES**

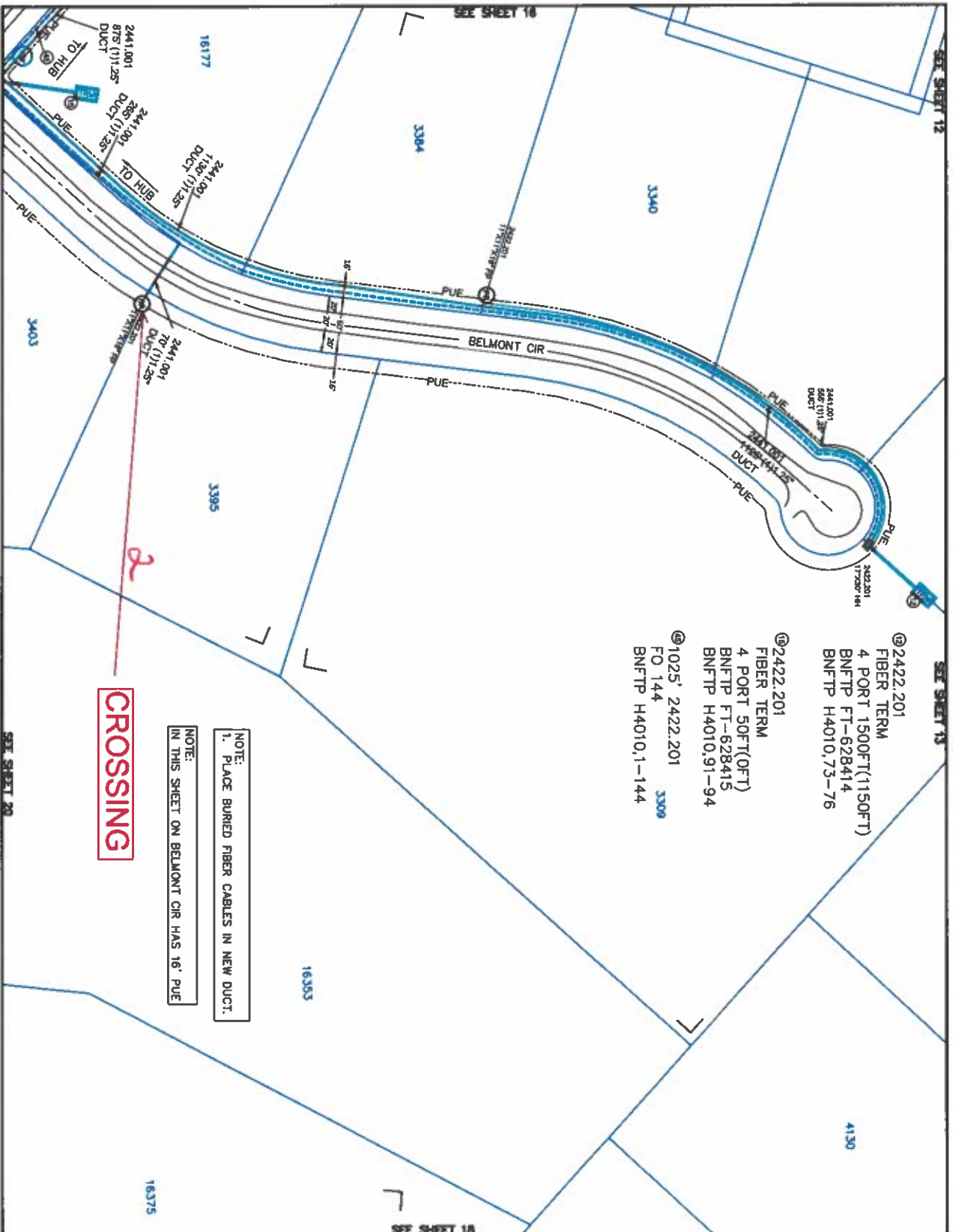
FS92	90
FS14	1
FP017	2
FP588	3
FP584	3
FP43P	1025

**REVISIONS**


**Frontier COMMUNICATIONS**  
CLST SPRING CREEK  
FDH - HUB H4010

PROJECT: 5275863  
DRAWN DATE: 02/18/2025  
SCALE: 1"=100'

C.O. AREA: CLST SPRING CREEK  
EXCH. CODE: 70882  
HOURSLEY, N.A.  
PHONE: 701.338.1038  
TAX DISTRICT: 70138  
FILE: DWG  
DWN: 18 OF 30



- ②4222.201  
FIBER TERM  
4 PORT 1500FT(1150FT)  
BNFTP FT-628414  
BNFTP H4010.73-76
- ②4222.201  
FIBER TERM  
4 PORT 50FT(OFT)  
BNFTP FT-628415  
BNFTP H4010.91-94
- ⑩1025' 2422.201  
FO 144  
BNFTP H4010.1-144

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.  
NOTE:  
IN THIS SHEET ON BELMONT CIR HAS 16' PUE

**CROSSING**

UNITS / ACCT CODES	
FP017	2
FP088	2
FP564	2
FP564	1235

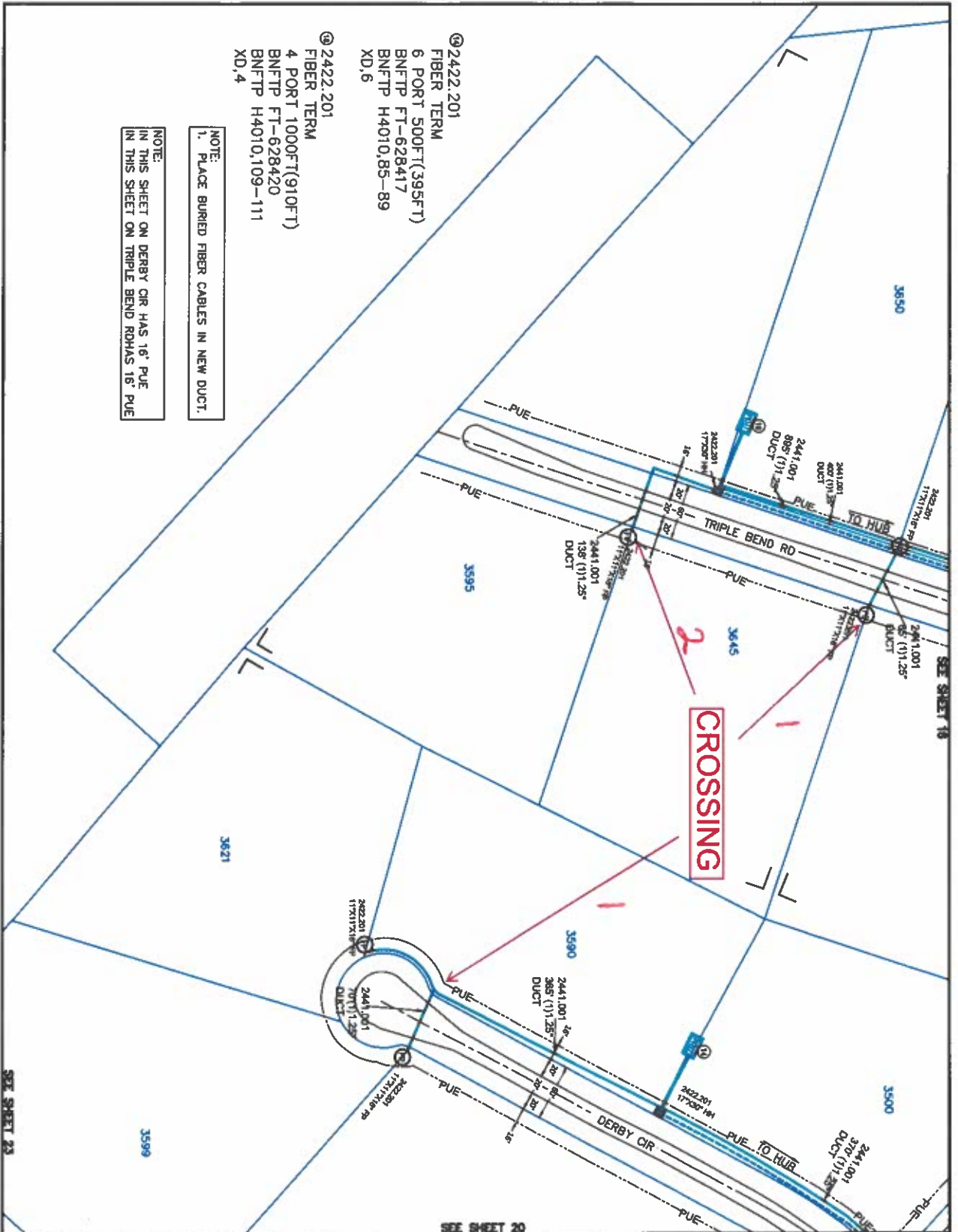
REVISIONS	

**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER: 5275963	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: 02/19/2025	EXCH. CODE: 7082
ENGINEER: HOUSTLEY	CNTY: BRAXTON
PHONE: N/A	FILE:
TAX DISTRICT: T0139	DWG: 17 OF 30
TWNSHIP:	SEC:



- ② 2422,201  
FIBER TERM  
6 PORT 500FT(395FT)  
BNFTP FT-628417  
BNFTP H4010,85-89  
XD,6
- ③ 2422,201  
FIBER TERM  
4 PORT 1000FT(910FT)  
BNFTP FT-628420  
BNFTP H4010,109-111  
XD,4

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

NOTE:  
IN THIS SHEET ON DERBY CIR HAS 16" PUE  
IN THIS SHEET ON TRIPLE BEND RD HAS 16" PUE

SEE SHEET 23

SEE SHEET 20

**CROSSING**

**UNITS / ACCT CODES**

FP017	2
FP088	2
FP094	6
FP094	2125

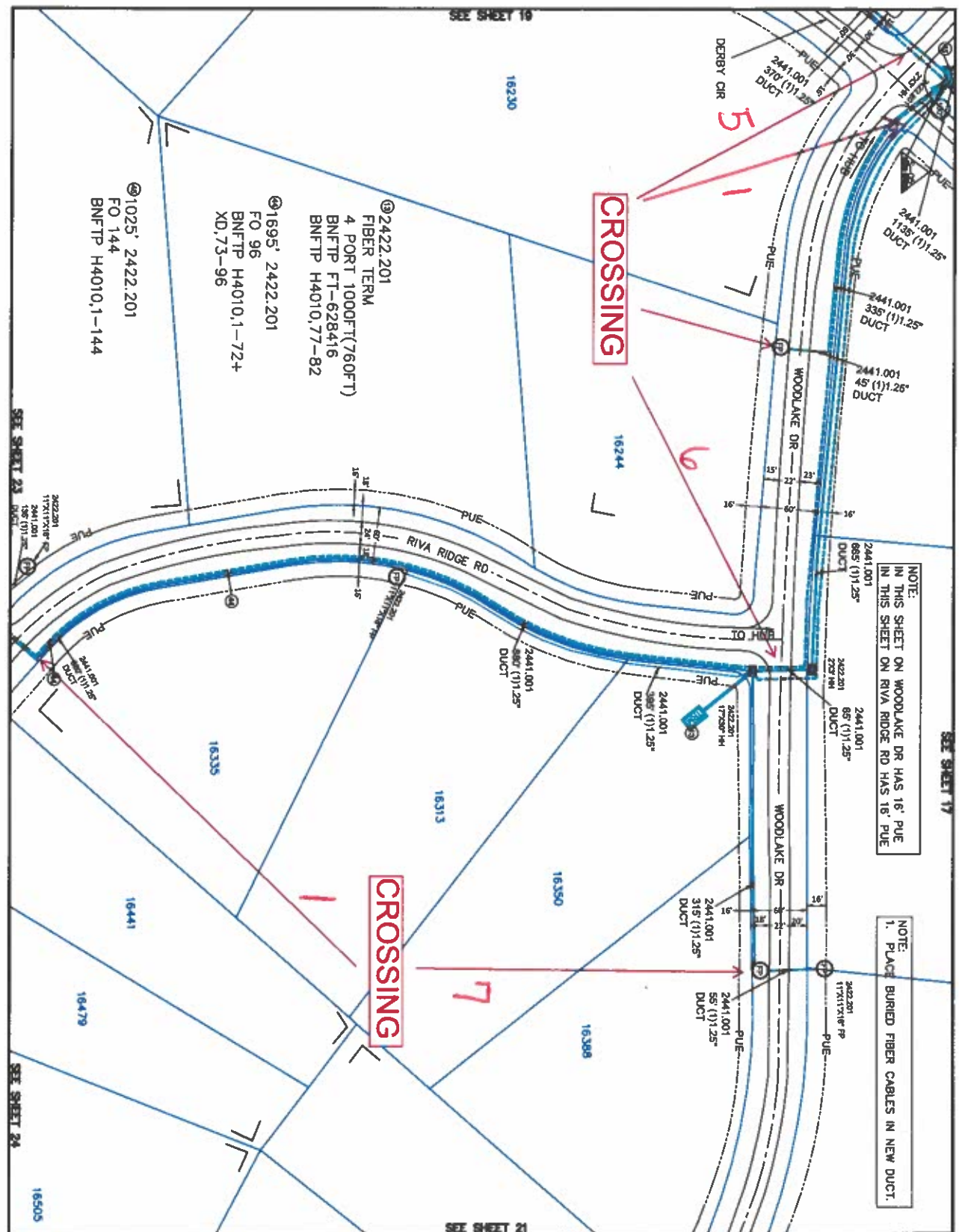
**REVISIONS**




**Frontier**  
COMMUNICATIONS

FDH - HUB H4010  
CLST SPRING CREEK

PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: ENGINEER: HOUSTLEY	EXCH. CODE: 70882
DATE: 02/19/2025	PHONE: N/A
SCALE: 1"=100'	TAXI DISTRICT: 70138
TMSB:HP	DWG: 19
	OF: 30



NOTE:  
IN THIS SHEET ON WOODLAKE DR HAS 16' PUE  
IN THIS SHEET ON RIVA RIDGE RD HAS 16' PUE

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

**UNITS / ACCT CODES**

FP017	1
FP58B	4
FP58A	3
FS32	96
FS14	1
FP50A	2520
FP020	1145
FP032	1680
FP43F	2725
FS32	96
FS14	1

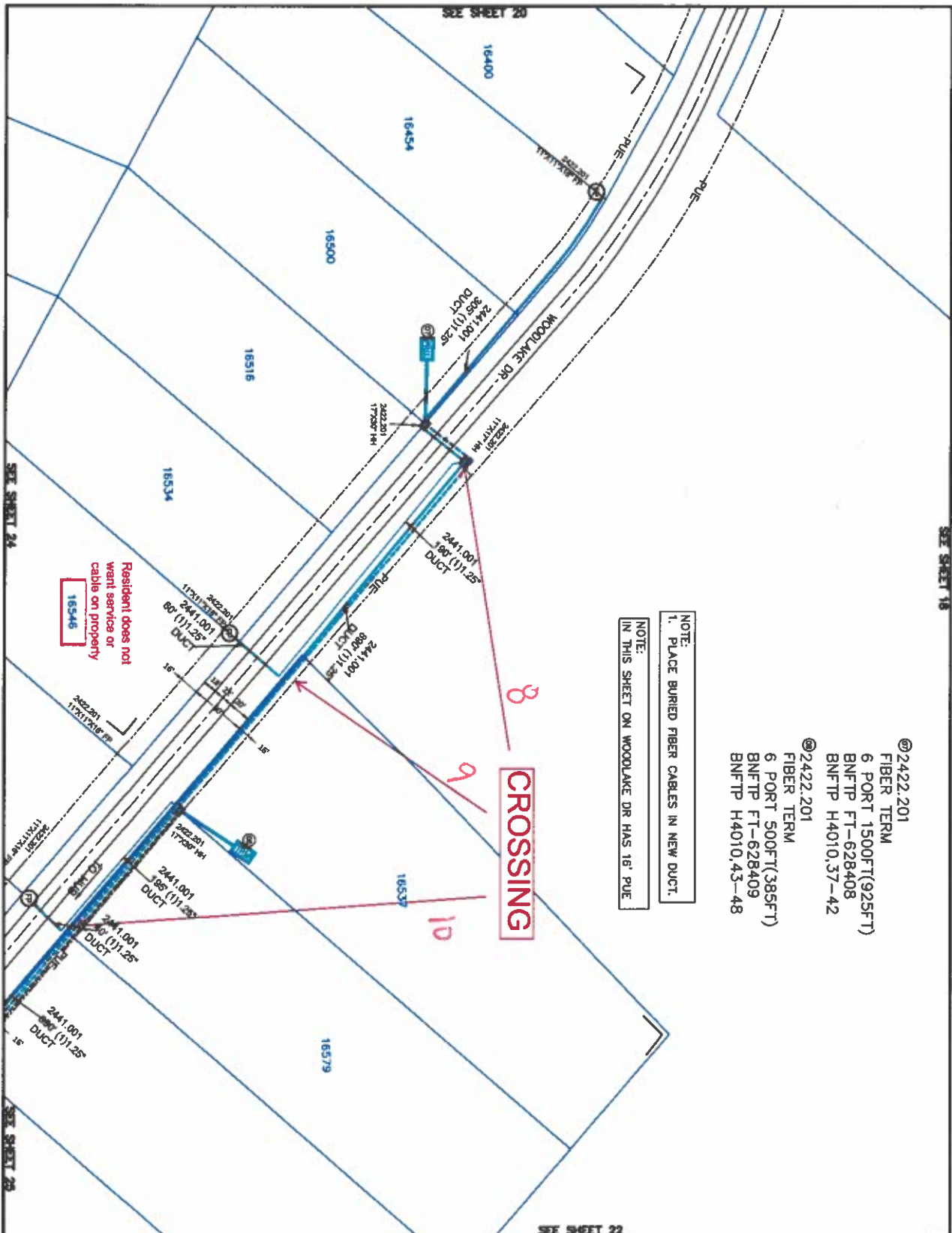
**REVISIONS**


**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER	5275863	C.O. AREA	CLST SPRING CREEK
DRAWN DATE	02/19/2025	HOUSELET	70382
PHONE	WA	CITY	BRANDS
TAX DISTRICT	70138	DWG	20 OF 30
TRANSF.		SEC.	






- ②422.201 FIBER TERM
- 6 PORT 1500FT(925FT) BNFTP FT-628408
- BNFTP H4010.37-42
- ②422.201 FIBER TERM
- 6 PORT 500FT(385FT) BNFTP FT-628409
- BNFTP H4010.43-48

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.  
NOTE:  
IN THIS SHEET ON WOODLAKE DR HAS 16' PUE

**UNITS / ACCT CODES**

FP017	2
FP089	3
FP064	3
FP064	1630

**REVISIONS**

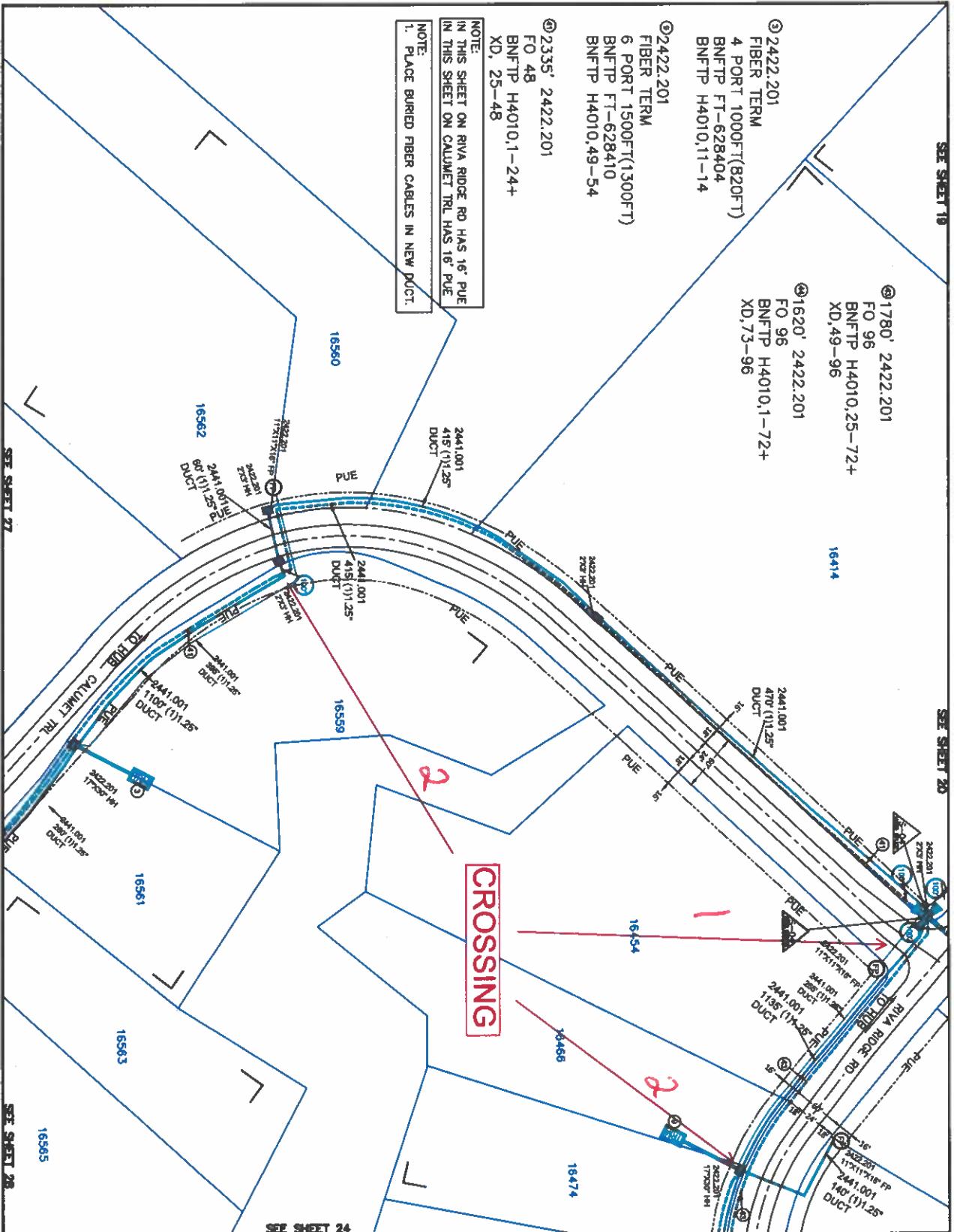



**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT: 5275863	C.O. AREA:	CLST SPRING CREEK
DRAWN DATE: 02/19/2025	HOUSE NO:	7082
PHONE: WA	CNTY:	BRADDOCK
SCALE: 1"=100'	TAX DISTRICT:	T0139
TWNSHIP:	PINC:	SEC:





- ②422.201  
FIBER TERM  
4 PORT 1000FT(820FT)  
BNFTP FT-628404  
BNFTP H4010.11-14
- ②422.201  
FIBER TERM  
6 PORT 1500FT(1300FT)  
BNFTP FT-628410  
BNFTP H4010.49-54
- ②335' 2422.201  
FO 48  
BNFTP H4010.1-24+  
XD, 25-48
- ①780' 2422.201  
FO 96  
BNFTP H4010.25-72+  
XD, 49-96
- ①620' 2422.201  
FO 96  
BNFTP H4010.1-72+  
XD, 73-96

NOTE:  
IN THIS SHEET ON RIVA RIDGE RD HAS 16' PUE  
IN THIS SHEET ON CALUMET TRL HAS 16' PUE

NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.

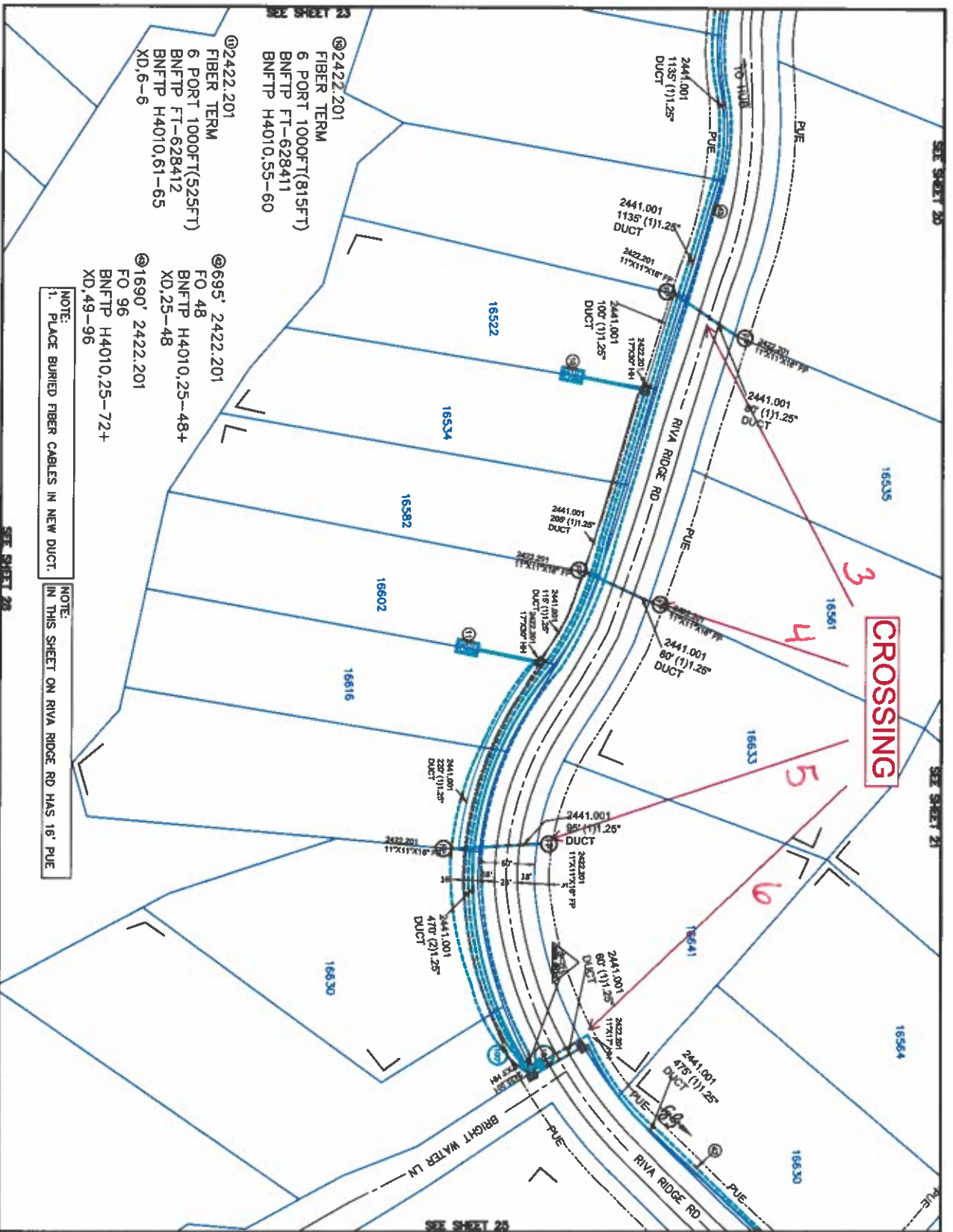
UNITS / ACCT CODES	
FP017	2
FP088	5
FP50A	3
FSS2	96
FS14	1
FP50A	2825
FP43F	4115
FSS1	48
FS14	1
FSS2	96
FS14	1

REVISIONS	

**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER: 5275963	C.O. AREA: CLST SPRING CREEK
DRAWN DATE/ENGINEER: 02/19/2025/HOUSELEY	EXCH CODE: 70942
SCALE: 1"=100'	TAX DISTRICT: T9139
TWNSHIP: PING	SEC: 23 OF 30



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.


NOTE:  
IN THIS SHEET ON RIVA RIDGE RD HAS 16' PUE

- ②4222.201  
FIBER TERM  
6 PORT 1000FT(525FT)  
BNFTP FT-628412  
BNFTP H4010.61-65  
XD,6-6
- ②422.201  
FIBER TERM  
6 PORT 1000FT(815FT)  
BNFTP FT-628411  
BNFTP H4010.55-60
- ②695' 2422.201  
FO 48  
BNFTP H4010.25-48+  
XD,25-48
- ②1690' 2422.201  
FO 96  
BNFTP H4010.25-72+  
XD,49-96

**UNITS / ACCT CODES**

FP028	1285
FP032	1815
FP017	3
FP588	5
FP584	8
FP58A	895
FP58B	480

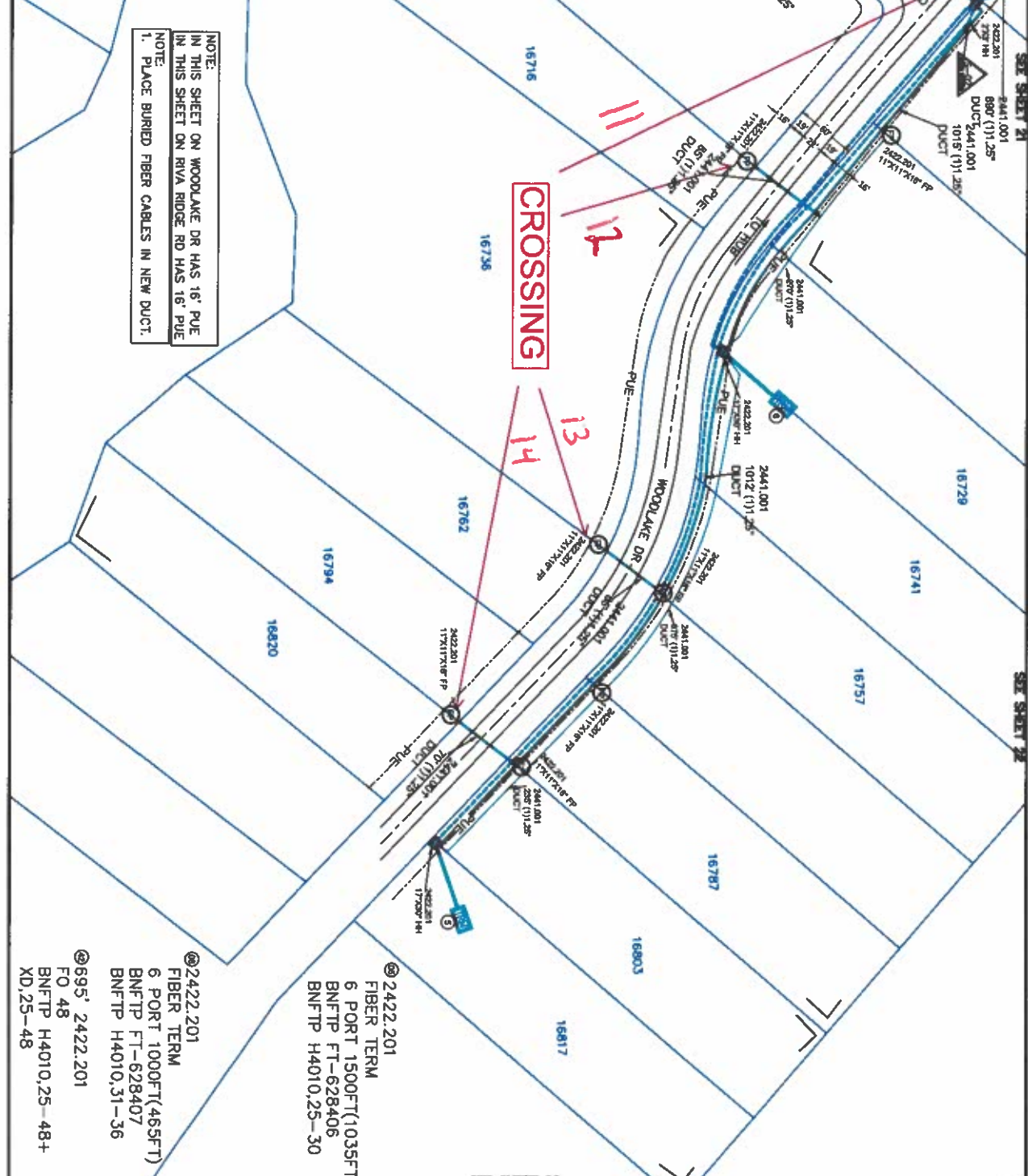
**REVISIONS**

**Frontier**  
COMMUNICATIONS

**CLST SPRING CREEK  
FDH - HUB H4010**

PROJECT NUMBER: 5275963	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: ENDR	EXCH. CODE: 7032
02/19/2025	PHONE: WA
SCALE: 1"=100'	TAX DISTRICT: T0132
DWG: 24	OF: 30
TRANSF: PNO:	SEC:




NOTE:  
 IN THIS SHEET ON WOODLAKE DR HAS 16' PUE  
 IN THIS SHEET ON RIVA RIDGE RD HAS 16' PUE  
 NOTE:  
 1. PLACE BURIED FIBER CABLES IN NEW DUCT.

- ②2422.201  
 FIBER TERM  
 6 PORT 1000FT(465FT)  
 BNFTP FT-628407  
 BNFTP H4010.31-36
- ②2422.201  
 FIBER TERM  
 6 PORT 1500FT(1035FT)  
 BNFTP FT-628406  
 BNFTP H4010.25-30
- ②695' 2422.201  
 FO 48  
 BNFTP H4010.25-48+  
 XD.25-48

UNITS / ACCT CODES	
FP017	2
FP068	2
FP084	5
FP084	1380
FP020	1015
FP032	1780
FSS1	48
FS14	1
FP43F	095

REVISIONS	



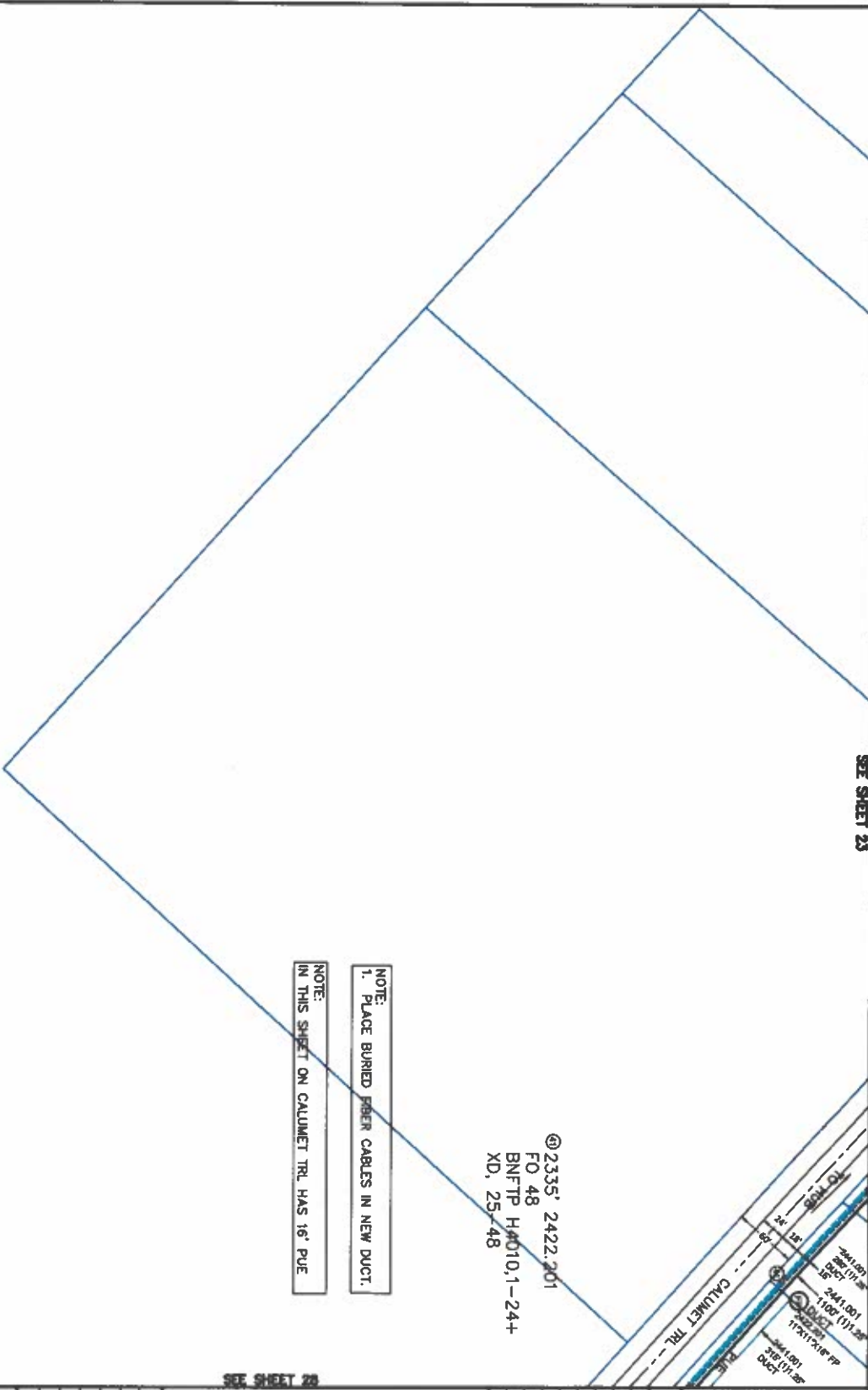
**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER: 5275963	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: 02/19/2025	HOUSLEY: 70982
SCALE: 1"=100'	TAX DISTRICT: T0139
FILE: 25 OF 30	SEC:



SEE SHEET 23



NOTE:  
1. PLACE BURIED FIBER CABLES IN NEW DUCT.


NOTE:  
IN THIS SHEET ON CALUMET TR. HAS 16' PUE

2335' 2422.201'  
FO 48  
BNFTR H#010,1-24+  
XD, 25-48

SEE SHEET 22

UNITS / ACCT CODES	
FP984	1
FP98A	1000
FSS1	48
FS14	1
FP43F	2235

REVISIONS	



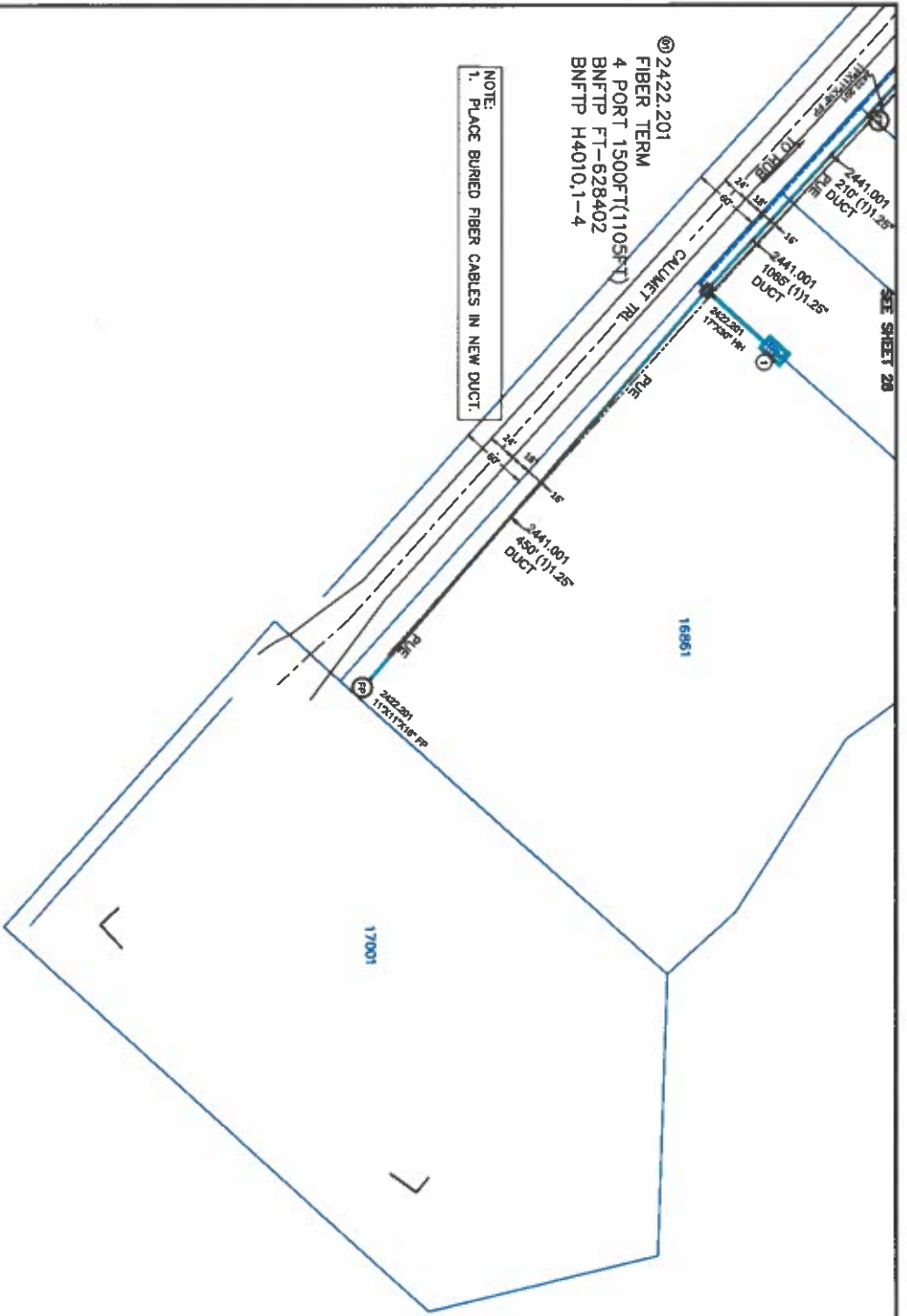
**Frontier**  
COMMUNICATIONS

CLST SPRING CREEK  
FDH - HUB H4010

PROJECT NUMBER: 5275963	C.O. AREA: CLST SPRING CREEK
DRAWN DATE: 02/19/2025	EXCH. CODE: 7092
DRAWN BY: JENKINS	COUNTY: BRADDOCK
PHONE: WA	FILE:
TAX DISTRICT: 70139	DWG: 27 OF 30
SCALE: 1"=100'	SHEET:







@2422.201  
 FIBER TERM  
 4 PORT 1500FT(1105FT)  
 BNFTP FT-628402  
 BNFTP H4010.1-4

NOTE:  
 1. PLACE BURIED FIBER CABLES IN NEW DUCT.

UNITS / ACCT CODES	
FP017	1
FP088	1
FP094	2
FP094	450

REVISIONS	

**Frontier**  
 COMMUNICATIONS  
 CLST SPRING CREEK  
 FDH - HUB H4010

PROJECT NUMBER: 5275863	C.O. AREA: CLST SPRING CREEK
ISSUE DATE: 02/18/2025	EXCH. CODE: 70382
PHONE: N/A	HOURSLEY CNTY: 804208
TAX DISTRICT: 10138	FILE: 28
DWG: 28	OF: 30
SCALE: 1"=100'	SEE:

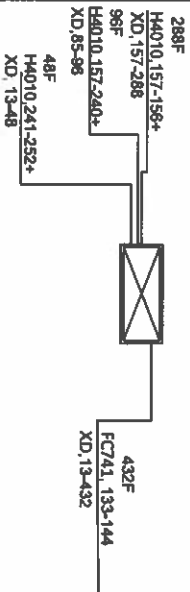


HUB ID	CLSTTXXD 4
MATERIAL CODE	F3H-1G288UE
MANUFACTURER	COMMSCOPE
TYPE	FDH CABINET 144288 TYP PAD GEN 3
IN	H4010A,1-32
IN	H4010B,1-32
IN	XDD,13-432
IN	FC741,133-144
OUT	H4010,1-432

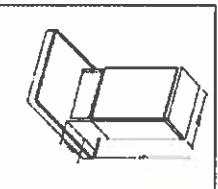
SPLITTER ID	H4010A
MATERIAL CODE	FPS-G2LPP1AU
MANUFACTURER	COMMSCOPE
TYPE	1:32 SPLITTER GEN 3
IN	FC741,133-133
OUT	H4010A,1-32

SPLITTER ID	H4010B
MATERIAL CODE	FPS-G2LPP1AU
MANUFACTURER	COMMSCOPE
TYPE	1:32 SPLITTER GEN 3
IN	FC741,134-134
OUT	H4010B,1-32

**288 FDH SPLICE DETAIL  
H4010**



70382-5275863  
LOT-3457, GREENS PRAIRIE TRL  
H4010 (432)  
SPLITTERS 1:32



432F H4010A,1-32  
432F H4010B,1-32  
FIBER HUB TYPICAL

SPLITTER	IN	FC741,13-13
	OUT	H4010A,1-32
	IN	FC741,14-14
	OUT	H4010B,1-32
HUB	IN	H4010A,1-32
	IN	H4010B,1-32
	IN	FC741,133-144+
	OUT	H4010,13-432

PROPOSED FDH LOCATION  
LOT-3457, GREENS PRAIRIE TRL (PEBBLE CREEK PKY TX),  
COLLEGE STATION, TX 77845, USA

UNITS ENGINEERED	
LUS(ACTUAL)	188
LUS(FUTURE)	
MUS(ACTUAL)	
MUS(FUTURE)	
BUS(ACTUAL)	
BUS(FUTURE)	
FDH	H4010

FIBER INFO FOR THE LONGEST FIBER SERVED BY THIS FDH			
CABLE #	FEEDER	DISTRIBUTION	FEEDER + DISTRIBUTION
ENTER #	FC741	H4010	
LENGTHS (FT)	95	10	15

**REVISIONS**


PROJECT NUMBER: 5275963  
DRAWN DATE/ENGINEER: 02/18/2025  
SCALE: 1"=100'  
TWSH:FP: RANG: SEC:



C.O. AREA: CIST SPRING CREEK  
EXCH. CODE: 76082  
HOUSTLEY CNTY: BEA208  
PHONE: NA  
TAX DISTRICT: T0138  
DWG: 30 OF 30

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD  
PRESERVATION STANDARDS FOR WORK CONDUCTED IN  
BRAZOS COUNTY RIGHTS OF WAY**

**A. *General Requirements***

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

**B. *Safety Requirements***

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

**C. *Traffic Control Plan***

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
  - b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

**D. Design Standards**

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
  - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
  - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
  - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
  - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
  - Power – 0-2 feet, nominally 1'
  - Phone – 2-4 feet, nominally 3'
  - Gas – 4-6 feet, nominally 5'
  - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
  - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
  - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
  - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
  - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

***E. Emergency work***

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

**F. Repairs to existing facilities**

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

**G. Relocation of utilities:**

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

**H. High Pressure Pipelines**

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
  - diameter
  - wall thickness
  - material specification
  - minimum yield strength
  - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

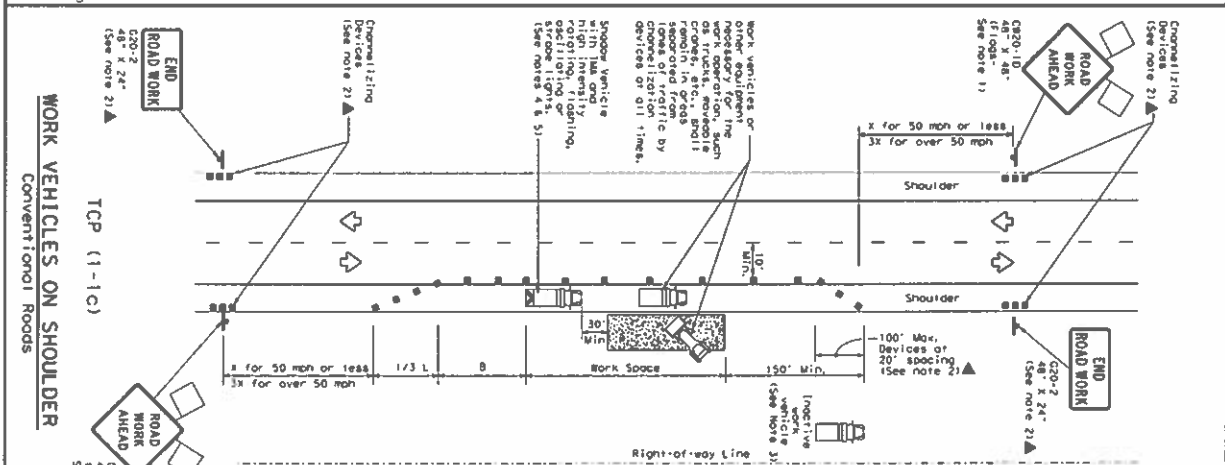
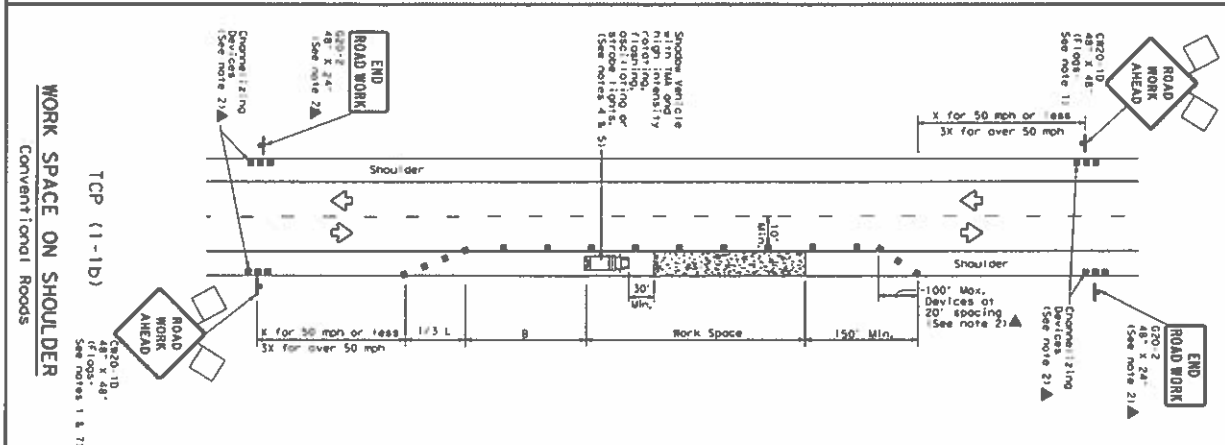
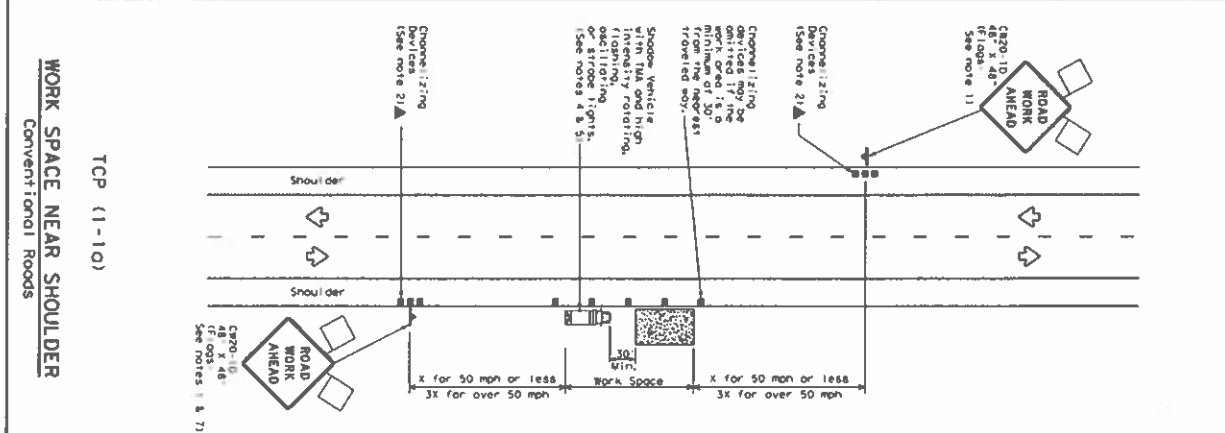
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

**DISCLAIMER**  
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DATE: \_\_\_\_\_  
 FILE: \_\_\_\_\_



**LEGEND**

	Type 3 Berriade		Channelizing Devices
	Heavy Work Vehicle		Traffic Signal
	Trailer Mounted Flashing Arrow Board		Portable Channelizing Device Symbol (CPDS)
	Sign		Traffic Flow
	Flag		Flagger

**GENERAL NOTES**

- Flora situated to signs shall be removed.
- All traffic control devices illustrated are REQUIRED, except those denoted with the optional symbol.
- Flashing arrow boards, or other approved devices, shall be used by the contractor.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- Shoulder vehicle rotation should be used only when it can be positively demonstrated that the rotation will not create a safety hazard to the adjacent traffic.
- Additional shoulder vehicles with flags may be positioned off the paved surface, next to those shown in order to protect wider work areas. See CPDS-11 for shoulder work on divided highways, expressways and roadways.
- "ROAD WORK AHEAD" signs may be used in place of CPDS-10 roadways.

**TYPICAL USAGE**

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
10	150	150	300	600
35	200	225	250	300
40	250	275	300	350
45	300	325	350	400
50	350	375	400	450
55	400	425	450	500
60	450	475	500	550
65	500	525	550	600
70	550	575	600	650
75	600	625	650	700

**Traffic Department of Transportation**  
**TRAFFIC CONTROL PLAN**  
**CONVENTIONAL ROAD**  
**SHOULDER WORK**  
 TCP(1-1)-18

DATE: \_\_\_\_\_  
 FILE: \_\_\_\_\_



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Frontier-Jones Road

DATE OF COURT MEETING: 3/18/2025

ITEM: Consider and take action on the Frontier Communication utility permit to directional bore 3,242-feet of fiber optic conduit along Jones Road right of way. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/13/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**Permit allows conduits and appurtenances that parallel Jones Road to be placed 3-feet within ROW. If there are properties with platted PUE, facilities must be placed in Public Utility Easement (PUE)**

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: Frontier will directional bore 3,242 feet of fiber optic conduit along Jones Road to provide internet services. Brazos County has NO financial responsibility in project.  
Consequences for failing to approve agenda item: Less customer choice for internet  
Deadline for agenda item approval: As soon as possible  
Site of work being performed: Jones Road; GPS 30.620925, -96.412047 to GPS 30.614398, -96.413189

**ATTACHMENTS:**

**File Name**

[Utility\\_Permit-Frontier-Jones\\_Road.pdf](#)

**Description**

Utility Permit - Frontier - Jones Road

**Type**

Backup Material





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Frontier-Jones Road

DATE OF COURT MEETING: 3/18/2025

ITEM: Consider and take action of the Frontier Communication utility permit to directional bore 3,242-feet of fiber optic conduit along Jones Road right of way. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/13/2025

FISCAL IMPACT: False

BUDGETED: False

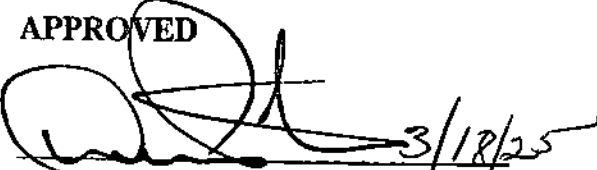
DOLLAR AMOUNT: \$0.00

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**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<a href="#">Utility_Permit-Frontier-Jones_Road.pdf</a>	Utility Permit - Frontier - Jones Road	Backup Material

**APPROVED**  
  
 Duane Peters  
 County Judge  
 Date 3/18/25

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS  
OF TELEPHONE FACILITIES AND DESIGNATING  
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY  
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – 5363735 / Fiber  
Jones Road

Frontier proposes to directional bore 3,242 feet of 1.25-inch fiber optic conduct along Jones Road from GPS 30.620925, -96.412047 and ending at GPS 30.614398, -96.413189 maintaining a minimum 48-inch depth.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications  
Company Name

Drew Lucko  
By:

ANDREW S. LUCKO  
Signature

Permit Specialist  
Title

1222 Vine Street, Paso Robles, CA 93446  
Address

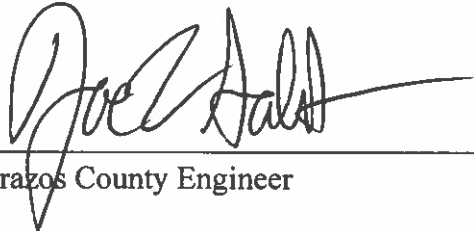
805.796.5612  
Telephone Number

andrew.lucko@pearce-services.com  
E-mail

**ACCEPTANCE OF NOTIFICATION**

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated March 13, 2025 except as noted below:

**EXCEPTIONS:** Permit allows conduits and appurtenances that parallel Jones Road be placed 3-feet within ROW. If there are properties with platted PUE, facilities must be placed in Public Utility Easement (PUE)

For   
Brazos County Engineer



















**BRAZOS COUNTY ROADWAY SAFETY AND ROAD  
PRESERVATION STANDARDS FOR WORK CONDUCTED IN  
BRAZOS COUNTY RIGHTS OF WAY**

***A. General Requirements***

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

***B. Safety Requirements***

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

***C. Traffic Control Plan***

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
  - b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

**D. Design Standards**

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
  - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
  - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
  - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
  - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
  - Power – 0-2 feet, nominally 1'
  - Phone – 2-4 feet, nominally 3'
  - Gas – 4-6 feet, nominally 5'
  - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
  - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
  - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
  - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
  - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

***E. Emergency work***

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

**F. Repairs to existing facilities**

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

**G. Relocation of utilities:**

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

**H. High Pressure Pipelines**

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

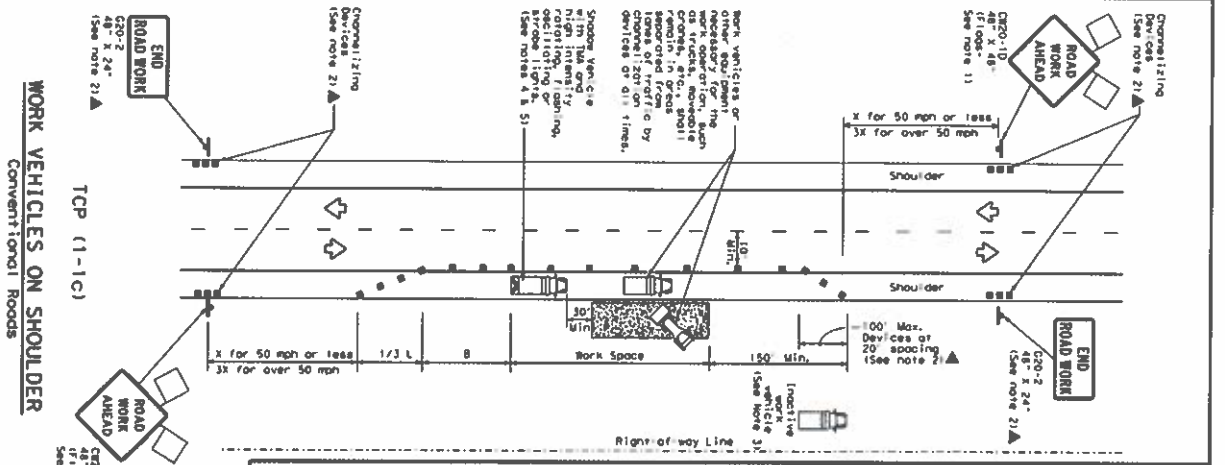
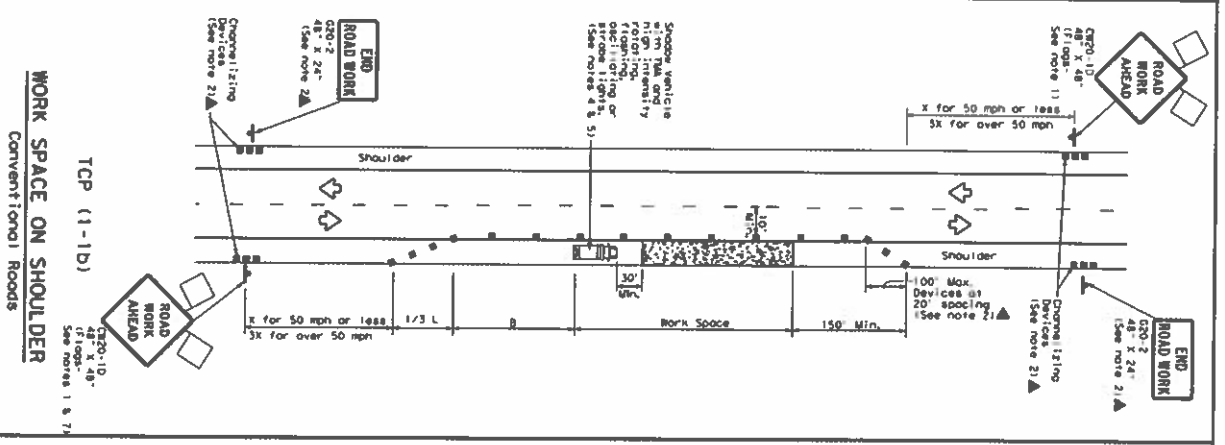
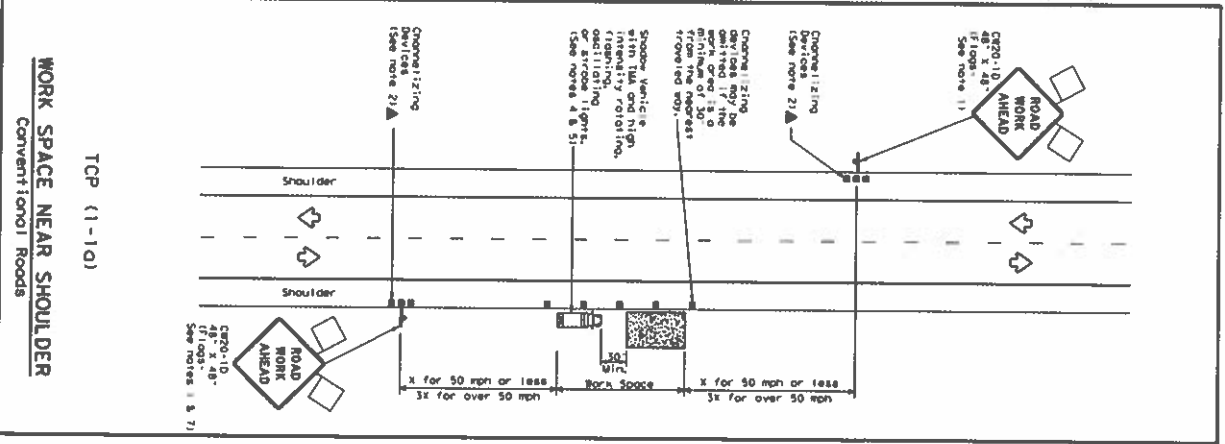
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.



**DISCLAIMER:**  
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damage resulting from its use.

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_



**TRAFFIC CONTROL PLAN**  
**CONVENTIONAL ROAD SHOULDER WORK**  
**TCP (1-1)-18**

Texas Department of Transportation

Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Date: \_\_\_\_\_

Scale: \_\_\_\_\_

Drawn by: \_\_\_\_\_  
Checked by: \_\_\_\_\_  
Approved by: \_\_\_\_\_

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_

**LEGEND**

□	Type 3 Barricade	■	Downstream Device
□	Heavy Work Vehicle	□	TRUCK BARRICADE
□	Tractor Mounted Flaming Arrow Board	□	Reversible Channel Message Sign (RCMS)
□	Sign	□	Traffic Flow
□	Flag	□	Flagger

**TYPICAL USAGE**

MOBILE	STATION	STATION	INTERMEDIATE	LONG TERM
DATELINE	STATION	STATION	STATION	STATION
150	150	150	150	150
200	200	200	200	200
250	250	250	250	250
300	300	300	300	300
350	350	350	350	350
400	400	400	400	400
450	450	450	450	450
500	500	500	500	500
550	550	550	550	550
600	600	600	600	600
650	650	650	650	650
700	700	700	700	700
750	750	750	750	750
800	800	800	800	800
850	850	850	850	850
900	900	900	900	900
950	950	950	950	950

**GENERAL NOTES**

1. Plans prepared to show when and how required.
2. All traffic control devices shall be placed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 8th Edition, as amended, or the Texas Manual on Uniform Traffic Control Devices (TMUTCD), 8th Edition, as amended, when approved by the Engineer.
3. All work vehicles or other equipment should be parked near the right-of-way line and not parked on the road shoulder.
4. A shoulder vehicle with that should be used anytime it can be positioned 30 to 100 feet in advance of the end of the work. If a shoulder vehicle is used, it should be positioned in advance of the work. If a shoulder vehicle is used, it should be positioned in advance of the work. If a shoulder vehicle is used, it should be positioned in advance of the work.
5. Additional shoulder vehicles with that may be positioned off the road.
6. See IDIS-111 for shoulder work on divided highways, expressways and freeways.
7. CR11-5 "SHOULDER WORK" signs may be used in place of CR20-10 (roadway).
8. See IDIS-111 for shoulder work on conventional roads.



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Approval requested for tax refund application for Robert Hoffman in the amount of \$270.12 pursuant to Tax Code Section 33.011.

TO: Commissioners Court

DATE: 03/12/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Hoffman\\_Application.pdf](#)

Hoffman Application

Cover Memo

# Application for Tax Refund Overpayments or Erroneous Payments

BRAZOS COUNTY TAX OFFICE

979-775-9930

Collection Office Name

Phone (area code and number)

4151 COUNTY PARK CT, BRYAN, TX 77802

Address, City, State, ZIP Code

Brazos Co, City of Bryan, City of College Stat, Bryan ISD, College Stat ISD, Emg Svs#1,2,3,4, City of Kurten, Navasota ISD

Collecting Tax For (taxing units)

**GENERAL INFORMATION:** This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Sections 1 through 5 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

## SECTION 1: Taxpayer Information

Robert Hoffman  
Name of Taxpayer

214 422 0129 Primary Phone Number (area code and number)  
robhoffman6478@gmail.com Email Address\*

26955 Chestnut Gate Ln Katy, TX 77494  
Mailing Address, City, State, ZIP Code

## SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, Appointment of Agent for Property Tax Matters, if the form has not been filed with the appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative Title of Authorized Representative

Primary Phone Number (area code and number) Email Address\*

Mailing Address, City, State, ZIP Code

## SECTION 3: Property Information

Appraisal District Account Number OR Tax Receipt Number

2455 Newcock Circle College Station TX 77845  
Location Address, City, State, ZIP Code

Legal Description (or attach copy of the tax bill or tax receipt):

Please see supporting documentation  
TAX OFFICE CONFIRMED IT WAS A SOFTWARE ISSUE

BS

**SECTION 4: Tax Payment Information**

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Line	Name of Taxing Unit From Which Refund is Requested	Year in Which Refund is Requested	Date of Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	CITY OF College Station	2022		\$ 1,032.51	\$ 312.99
2.	Brazos County	2022		\$ 891.06	\$ 270.12
3.	College Station PSD	2022		\$ 936.59	\$ 279.55
4.	CITY OF College Station	2023		\$ 1,101.15	\$ 252.96
5.	Brazos County	2023		\$ 903.01	\$ 207.26
6.	College Station PSD	2023		\$ 2,057.35	\$ 479.40
7.				\$	\$
8.				\$	\$

Taxpayer's Reason for Refund (attach supporting documentation)

See Attached

**SECTION 5: Taxpayer Signature**

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

print here Robert Hoffmen  
Print Taxpayer Name

sign here [Signature]  
Taxpayer Signature

3/5/25  
Date

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, §37.10.

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

\*See Government Code Section 552.137 regarding confidentiality of email addresses.

**FOR COLLECTOR USE ONLY**

**SECTION 6: Tax Refund Determination**

This tax refund is  Approved  Disapproved

print here B L ERRATT, GC  
Print Name and Title

sign here [Signature]  
Authorized Officer

3-12-25  
Date

print here [Signature]  
Print Name and Title

sign here Duane Peters, County Judge

3-18-25  
Date



STATEMENT NUMBER: 60715  
 PROPERTY ID NUMBER: 303660

FLANAGAN CODY JAMES  
 2455 NEWARK CIR  
 COLLEGE STATION, TX 77845-2008

**MAKE CHECKS / MONEY ORDERS PAYABLE TO:**  
 Melissa Leonard  
 TAX ASSESSOR-COLLECTOR  
 BRAZOS COUNTY  
 4151 County Park Ct.  
 BRYAN, TX 77802  
 (979) 775-9930

**FAILURE TO RECEIVE A TAX STATEMENT DOES NOT  
 DISMISS PENALTY AND INTEREST  
 KEEP THIS PART OF STATEMENT FOR YOUR RECORDS. SEND STUBS  
 FROM BOTTOM OF STATEMENT WITH PAYMENT**

NAME & ADDRESS	PROPERTY DESCRIPTION	PROPERTY GEOGRAPHICAL ID
Owner ID: 677816 FLANAGAN CODY JAMES 2455 NEWARK CIR COLLEGE STATION, TX 77845-2008	CASTLEGATE SEC 5, PH 2, BLOCK 1, LOT 22  Acreage: 0 Type: Real	184200-2501-0220  PROPERTY SITUS / LOCATION 2455 NEWARK CIR

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
72,713	279,426	0	0	351,825

100% Assessment Ratio Appraised Value: 352,139

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate per \$100	Tax Due
COLLEGE STATION ISD	351,825	40,000	0	0	0	311,825	1.178100	\$3673.61
CITY OF COLL. STAT.	351,825	17,607	0	0	0	334,218	0.524613	\$1753.35
BRAZOS COUNTY	351,825	0	0	0	0	351,825	0.429411	\$1510.77

Total Taxes Due By Jan 31, 2023 \$6937.73

**IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD; YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.**

Taxpayers who are disabled or 65 YEARS OF AGE or older and have filed an application for exemption may pay the taxes on their HOMESTEAD in four equal installments. 1st payment due January 31, 2nd payment due March 31, 3rd payment due May 31, 4th payment due July 31.

FOR A RECEIPT, PLEASE ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE.

TO ASSURE PROPER PROCESSING, PLEASE INCLUDE STUB OR PROPERTY ACCOUNT INFORMATION WITH YOUR PAYMENT.  
 IMPORTANT: If you have a tax escrow account with your mortgage company, do not pay this statement. It is for your information only.

PROPERTY ID: 2022 303660  
 FLANAGAN CODY JAMES  
 2455 NEWARK CIR  
 COLLEGE STATION, TX 77845-2008

**2022 TAX STATEMENT**  
 SEND PAYMENT TO:  
 MELISSA LEONARD, TAX A/C  
 4151 COUNTY PARK CT.  
 BRYAN, TX 77802



MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number  
**3442070**  
Date Posted 01/30/2025  
Payment Type P  
Payment Code Full  
Total Paid \$12,684.67

**PAID BY:**

UNIVERSITY TITLE COMPANY  
1021 UNIVERSITY DR E  
COLLEGE STATION, TX 77840

<b>Property ID</b> 303660	<b>Geo</b> 184200-2501-0220	<b>Legal Acres</b> 0.0000	<b>Owner Name and Address</b> FLANAGAN CODY JAMES 2455 NEWARK CIR COLLEGE STATION, TX 77845-2008
<b>Legal Description</b> CASTLEGATE SEC 5, PH 2, BLOCK 1, LOT 22			
<b>Situs</b> 2455 NEWARK CIR	<b>DBA Name</b>		

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discrts	P&I	Att Fees	Overage	Amount Pd
COLLEGE STATION											
ISD	2021	1.21520	294,841	60166	N	566.31	0.00	0.00	0.00	0.00	566.31
CITY OF COLL											
STAT.	2021	0.53462	303,849	60166	N	590.60	0.00	0.00	0.00	0.00	590.60
BRAZOS COUNTY	2021	0.49350	319,841	60166	N	688.59	0.00	0.00	0.00	0.00	688.59
CITY OF COLL											
STAT.	2022	0.52461	334,218	60715	N	719.52	0.00	178.31	134.68	0.00	1,032.51
BRAZOS COUNTY	2022	0.42841	351,825	60715	N	620.94	0.00	153.90	116.22	0.00	891.06
COLLEGE STATION											
ISD	2022	1.17810	311,825	60715	N	657.01	0.00	157.68	122.20	0.00	936.89
CITY OF COLL											
STAT.	2023	0.51309	366,804	61518	N	848.16	0.00	109.33	143.63	0.00	1,101.15
COLLEGE STATION											
ISD	2023	0.96220	287,008	61518	N	1,577.98	0.00	211.05	268.35	0.00	2,057.38
BRAZOS COUNTY	2023	0.40970	387,008	61518	N	695.75	0.00	89.48	117.78	0.00	903.01
CITY OF COLL											
STAT.	2024	0.51309	402,009	62343	N	1,028.82	0.00	0.00	0.00	0.00	1,028.82
COLLEGE STATION											
ISD	2024	0.97290	325,709	62343	N	1,991.48	0.00	0.00	0.00	0.00	1,991.48
BRAZOS COUNTY	2024	0.41970	425,709	62343	N	896.87	0.00	0.00	0.00	0.00	896.87
											12,684.67

Balance Due As Of 01/30/2025: .00

<b>Tender</b> Check	<b>Details</b> 124718	<b>Description</b>	<b>Amount</b> 12684.67 12684.67
------------------------	--------------------------	--------------------	---------------------------------------

<b>Operator</b> wwager	<b>Batch</b> 55074 (1/30/25ww)	<b>Total Paid</b> 12,684.67
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**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/18/2025

ITEM:

**Overpayments**

- a. Joan Hazelwood - \$271.11
- b. Florence Siegert - \$2,103.71
- c. Fidelity National Title - \$88.00
- d. Hugh Lindsay - \$34.09

**Payment in Error**

- e. Rogelio Espinoza & Mayra Chavez - \$752.61

TO:

Commissioners Court

DATE:

03/12/2025

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.

**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.

NOTES/EXCEPTIONS:

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\\_11\\_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 03/11/2025**

<b>REQUESTOR</b>	JOAN HAZELWOOD
<b>ADDRESS</b>	1523 WAYFARER LN COLLEGE STATION TX 77845
<b>OWNER NAME</b>	JOAN HAZELWOOD
<b>PROP ID #</b>	97465
<b>REFUND AMOUNT</b>	\$ 271.11

<b>REQUESTOR</b>	FLORENCE SIEGERT
<b>ADDRESS</b>	7297 WOOD OAKS DR BRYAN TX 77808
<b>OWNER NAME</b>	FLORENCE SIEGERT
<b>PROP ID#</b>	101497
<b>REFUND AMOUNT</b>	\$ 2103.71

<b>REQUESTOR</b>	ESPINOZA ROGELIO & MAYRA CHAVEZ
<b>ADDRESS</b>	31176 POHL RD WALLER TX 77484
<b>OWNER NAME</b>	OLVERA IVET
<b>PROP ID#</b>	20302
<b>REFUND AMOUNT</b>	\$752.61

<b>REQUESTOR</b>	FIDELITY NATIONAL TITLE
<b>ADDRESS</b>	1800 HUGHES LANDING BLVD STE 150 THE WOODLANDS TX 77380
<b>OWNER NAME</b>	J BIRD RENOVATIONS LLC
<b>PROP ID#</b>	32201
<b>REFUND AMOUNT</b>	\$ 88.00

<b>REQUESTOR</b>	HUGH LINDSAY
<b>ADDRESS</b>	412 TARROW ST COLLEGE STATION TX 77840
<b>OWNER NAME</b>	MOISES RAMIREZ & OLIVIA FLORES
<b>PROP ID#</b>	425202
<b>REFUND AMOUNT</b>	\$ 34.09

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

# 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

HAZELWOOD JOAN

1523 WAYFARER LN

COLLEGE STATION TX 77845-8748

## PROPERTY DESCRIPTION

Legal: NANTUCKET PH 5, BLOCK 24, LOT 1, ACRES 1.8

Address: 1523 WAYFARER LN ,

Account # 97465

## TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	01/31/2025	\$271.11	\$271.11

Taxpayer's reason for refund: OP-Overpayment

## REFUND TO:

HAZELWOOD JOAN

1523 WAYFARER LN

COLLEGE STATION TX 77845-8748

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

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

Signature

Phone #

Date

Email Address

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

## TAX REFUND DETERMINATION

The tax refund is  Approved  Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

# TAX RECEIPT

03/04/2025 02:23PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number  
**3449889**  
Date Posted 02/21/2025  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$271.11

**PAID BY:**

HAZELWOOD JOAN  
1523 WAYFARER LN  
COLLEGE STATION, TX 77845-8748

Property ID	Geo	Legal Acres	Owner Name and Address								
97465	434000-0024-0010	1.8000	HAZELWOOD JOAN 1523 WAYFARER LN COLLEGE STATION, TX 77845-8748								
Legal Description			DBA Name								
NANTUCKET PH 5, BLOCK 24, LOT 1, ACRES 1.8											
Situs											
1523 WAYFARER LN ,											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150898	N	271.11	0.00	0.00	0.00	0.00	271.11 271.11

Balance Due As Of 02/21/2025: -542.22

Tender	Details	Description	Amount
Check	900191		271.11 271.11

Operator Batch  
tmoore 55490 (02/21/2025TM)

Total Paid  
271.11

# Statement of Account

NOTICE: This is a statement of Taxes Due as of 03/11/2025 09:51:57AM  
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: 97465	Geo ID: 434000-0024-0010
Legal Acres: 1.8000	
Legal Desc: NANTUCKET PH 5, BLOCK 24, LOT 1, ACRES 1.8	
Situs: 1523 WAYFARER LN	
DBA:	
Exemptions: HS, OV65	

Owner ID: 635114                      Ownership: 100.00%  
HAZELWOOD JOAN  
1523 WAYFARER LN  
COLLEGE STATION, TX 77845-8748

Value Information	
Improvement HS:	458,575
Improvement NHS:	0
Land HS:	167,360
Land NHS:	0
Productivity Market:	0
Productivity Use:	0
Assessed Value	454,197

Entity	Description	Pct	Ex Code	Description
F1	EMG SVCS DIST #1	100.00%	HS	Homestead
G1	BRAZOS COUNTY	100.00%	OV65	Over 65
S2	COLLEGE STATION ISD	100.00%		

Unpaid Bills Summary									
Entity	Year	Statement ID	Tax Rate	Type	Tax Due	Disc/P&I	Attorney Fees	Total Due	
ZRFND	2024	150602	0.000000	MCL	-271.11	0.00	0.00	-271.11	
Total for Year 2024					-271.11	0.00	0.00	-271.11	
<b>Total For All Years</b>					<b>-271.11</b>	<b>0.00</b>	<b>0.00</b>	<b>-271.11</b>	

**Total Due if Paid By 03/31/2025                      -271.11**

Paid Refunds Summary					
Entity	Year	Statement ID	Date Refunded	Refund Amount Paid	
S2	2024	59139	12/13/2024	7.06	
ZRFND	2024	150698	03/07/2025	271.11	
Total For Year 2024				<b>278.17</b>	
				Total Refunds Paid	<b>278.17</b>

\*\*\* 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.

# 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

SIEGERT FLORENCE P  
7297 WOOD OAKS DR  
BRYAN TX 77808-5177

## PROPERTY DESCRIPTION

Legal: OAK FOREST ESTATES PH 1, BLOCK 2, LOT 7, ACRES .56  
Address: 7297 WOOD OAKS DR ,  
Account # 101497

## TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	2182.84	\$2103.71	\$2103.71

Taxpayer's reason for refund: OP-Overpayment

## REFUND TO:

SIEGERT FLORENCE P  
7297 WOOD OAKS DR  
BRYAN TX 77808-5177

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."

Florence P. Siegert  
Signature

March 1, 2025  
Date

979-820-4389  
Phone #

flap1940@yahoo.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

3/18/25  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

03/05/2025 02:37PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

**3449892**

Date Posted 12/31/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$2,182.84

**PAID BY:**

SIEGERT FLORENCE P  
7297 WOOD OAKS DR  
BRYAN, TX 77808-5177

Property ID	Geo	Legal Acres	Owner Name and Address									
101497	454000-0002-0070	0.5600	SIEGERT FLORENCE P 7297 WOOD OAKS DR BRYAN, TX 77808-5177									
			Legal Description									
			OAK FOREST ESTATES PH 1, BLOCK 2, LOT 7, ACRES .56									
			Situs	DBA Name								
			7297 WOOD OAKS DR									
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
CITY OF BRYAN	2024	0.62400	545,761	122022	N	52.47	0.00	0.00	0.00	0.00	52.47	
BRAZOS COUNTY	2024	0.41970	485,761	122022	N	25.43	0.00	0.00	0.00	0.00	25.43	
BRYAN ISD	2024	0.94690	450,761	122022	N	1.23	0.00	0.00	0.00	0.00	1.23	
Z. REFUND ENTITY	2024	0.00000	0	150695	N	2,103.71	0.00	0.00	0.00	0.00	2,103.71	
											2,182.84	
<b>Balance Due As Of 12/31/2024: -2103.71</b>												

Tender	Details	Description	Amount
Check	1322		2182.84
			2182.84

Operator Batch  
tmoore 55490 (02/21/2025TM)

**Total Paid**  
2,182.84

# 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

OLVERA IVET  
212 N OLIVE  
GAUSE, TX 77857-7341

## PROPERTY DESCRIPTION

Legal: BRYAN'S 1ST, BLOCK 6, LOT 3  
Address: 608 E MARTIN LUTHER KING JR ST ,  
Account # 20302

## TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	01/27/25	\$752.61	\$752.61

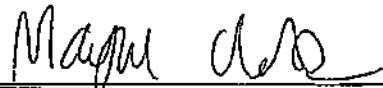
Taxpayer's reason for refund: Payment in error

## REFUND TO:

ESPINOZA ROGELIO & MAYRA CHAVEZ  
31176 POHL RD  
WALLER TX 77484

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

03-06-2025  
\_\_\_\_\_  
Date

979 859 61 95  
\_\_\_\_\_  
Phone #

32-Mayra.Chavez@gmail.com  
\_\_\_\_\_  
Email Address

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

## TAX REFUND DETERMINATION

The tax refund is  Approved |  Disapproved

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

3/18/25  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

03/05/2025 11:02AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

<b>Receipt Number</b>	
<b>3437336</b>	
Date Posted	01/27/2025
Payment Type	P
Payment Code	Full
Total Paid	<b>\$752.61</b>

**PAID BY:**

OLVERA IVET  
 212 N OLIVE  
 GAUSE, TX 77857-7341

<b>Property ID</b>	<b>Geo</b>	<b>Legal Acres</b>	<b>Owner Name and Address</b>				
20302	167000-0106-0030	0.0000	OLVERA IVET 212 N OLIVE GAUSE, TX 77857-7341				
<b>Legal Description</b>							
BRYAN'S 1ST, BLOCK 6, LOT 3							
<b>Situs</b>			<b>DBA Name</b>				
608 E MARTIN LUTHER KING JR ST							

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
CITY OF BRYAN	2024	0.62400	18,813	42749	N	117.39	0.00	0.00	0.00	0.00	117.39
BRAZOS COUNTY	2024	0.41970	18,813	42749	N	78.95	0.00	0.00	0.00	0.00	78.95
BRYAN ISD	2024	0.94690	18,813	42749	N	178.15	0.00	0.00	0.00	0.00	178.15
											<b>374.49</b>

Balance Due As Of 01/27/2025: .00

<b>Property ID</b>	<b>Geo</b>	<b>Legal Acres</b>	<b>Owner Name and Address</b>				
20309	167000-0106-0110	0.0000	OLVERA IVET 212 N OLIVE GAUSE, TX 77857-7341				
<b>Legal Description</b>							
BRYAN'S 1ST, BLOCK 6, LOT 11							
<b>Situs</b>			<b>DBA Name</b>				
606 E MARTIN LUTHER KING JR ST							

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRYAN ISD	2024	0.94690	18,995	42750	N	179.87	0.00	0.00	0.00	0.00	179.87
BRAZOS COUNTY	2024	0.41970	18,995	42750	N	79.72	0.00	0.00	0.00	0.00	79.72
CITY OF BRYAN	2024	0.62400	18,995	42750	N	118.53	0.00	0.00	0.00	0.00	118.53
											<b>378.12</b>

Balance Due As Of 01/27/2025: .00

Tender	Details	Description	Amount
Cash			752.61
			<b>752.61</b>

<b>Operator</b>	<b>Batch</b>		<b>Total Paid</b>
soglesby	54985 (SO 1/27/25 FRONT)		752.61



# Application for Tax Refund Overpayments or Erroneous Payments

**BRAZOS COUNTY TAX OFFICE**

**979-775-9930**

Collection Office Name

Phone (area code and number)

**4151 COUNTY PARK CT, BRYAN, TX 77802**

Address, City, State, ZIP Code

**Brazos Co, City of Bryan, City of College Stat, Bryan ISD, College Stat ISD, Emg Svcs#1,2,3,4, City of Kurten, Navasota ISD**

Collecting Tax For (taxing units)

**GENERAL INFORMATION:** This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Sections 1 through 5 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

### SECTION 1: Taxpayer Information

**Espinoza Rogelio y Mayra Chavez**

Name of Taxpayer

**979 859 6195**

Primary Phone Number (area code and number)

**32. Mayra.Chavez@gmail.com**

Email Address\*

**31176 Pohl Rd Waller TX 77484**

Mailing Address, City, State, ZIP Code

### SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, Appointment of Agent for Property Tax Matters, if the form has not been filed with the appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative

Title of Authorized Representative

Primary Phone Number (area code and number)

Email Address\*

Mailing Address, City, State, ZIP Code

### SECTION 3: Property Information

Appraisal District Account Number

OR

**3437336**

Tax Receipt Number

**606 and 608 E Martin Luther King Jr ST**

Location Address, City, State, ZIP Code

Legal Description (or attach copy of the tax bill or tax receipt):

**Bryans 1st, Block 6, Lot 3  
Bryans 1st, Block 6, Lot 11**

I went back to tax office to show the proof they gave me at appraisal and explain again to them what happen and they give me application to request a refund and mention that it could be a system issue because they also send a bill to ms. olivera Ivet.

I only paid because I was told that it was under my name before paying and when they give me the receipt it was under Ivet Olivera thats why I once again request my money and ask why they send me bill if it was ~~not~~ not under my name when @ the bills where sent. I try to contact Ivet Olivera to ask her to help me out with this and avoid all this matter but she does not ~~answer~~ answer me any more please help me with this situation. ~~basically~~

Att. Mayra Chavez

Email. 32. Mayra.Chavez@gmail.com

979 859 6195

all proof is attached.

Thank you

# BRAZOS COUNTY 2024 TAX STATEMENT

**MELISSA LEONARD**

ASSESSOR - COLLECTOR OF TAXES

(979) 775-9930

www.brazostax.org

STATEMENT NUMBER	PROPERTY ID NUMBER
42750	20309



**MAKE CHECKS / MONEY ORDERS PAYABLE TO:**  
**MELISSA LEONARD**  
 TAX ASSESSOR-COLLECTOR  
 BRAZOS COUNTY  
 4151 County Park Cl  
 BRYAN, TX 77802  
 (979) 775-9930

ESPINOZA ROGELIO & MAYRA CHAVEZ  
 31178 POHL RD  
 WALLER, TX 77484

**FAILURE TO RECEIVE A TAX STATEMENT DOES NOT DISMISS PENALTY AND INTEREST**  
 KEEP THIS PART OF STATEMENT FOR YOUR RECORDS.  
 SEND STUBS FROM BOTTOM OF STATEMENT WITH PAYMENT.

NAME & ADDRESS		PROPERTY DESCRIPTION		PROPERTY GEOGRAPHICAL ID			
Owner ID: 658889 Pct 100.0000 ESPINOZA ROGELIO & MAYRA CHAVEZ 31178 POHL RD WALLER, TX 77484		BRYAN'S 1ST. BLOCK G, LOT 11  Acreage: 0.0000 Type: R		157000-0108-0110			
				PROPERTY SITUS / LOCATION 608 E MARTIN LUTHER KING JR ST			
LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AGRICULTURE USE VALUE	RENTAL MARKET VALUE	ASSESSOR VALUE	Appraised Value:		
18,995	0	0	0	18,995	18,995		
TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	Q/R/S OR D EXEMPTION	AS OTHER EXEMPTIONS	TAXABLE VALUE	RATE PER \$100	TAX DUE
BRYAN ISO	18,995	0	0	0	18,995	0.9469000	179.87
BRAZOS COUNTY	18,995	0	0	0	18,995	0.4187000	79.72
CITY OF BRYAN	18,995	0	0	0	18,995	0.6240000	118.53
CITY TAXES REDUCED BY SALES TAX 24.84 COUNTY TAXES REDUCED BY SALES TAX 17.26					<b>Total Taxes Due by Jan 31, 2025</b>		<b>378.12</b>

**IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD; YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.**

Taxpayers who are disabled or 65 YEARS OF AGE or older and have filed an application for exemption may pay the taxes on their HOMESTEAD in four equal installments. 1st payment due January 31, 2nd payment due March 31, 3rd payment due May 31, 4th payment due July 31. Please include statement indicating your intent to pay taxes on the homestead in 4 equal payments with your first FULL quarter payment.

**FOR A RECEIPT, PLEASE ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE.**

**TO ASSURE PROPER PROCESSING, PLEASE INCLUDE STUB OR PROPERTY ACCOUNT INFORMATION WITH YOUR PAYMENT.**

**IMPORTANT: If you have a tax escrow account with your mortgage company, do not pay this statement. It is for your information only.**

**PLEASE REFER TO PAYMENT OPTION INFORMATION ON BACK OF STATEMENT**

00-01511C40505225 8/7 11179

MELISSA LEONARD, PCAC  
 Phone: 979-775-9930  
 Fax: 979-775-9938

BRAZOS COUNTY TAX OFFICE

**2024 CORRECTED TAX STATEMENT**

STATEMENT NUMBER  
**42750**  
 PROPERTY ID NUMBER  
**20309**

www.brazostax.org

NAME & ADDRESS Owner ID: 674213 Pct: 100.000% OLVERA IVET 212 N OLIVE GAUSE, TX 77857-7341		PROPERTY DESCRIPTION BRYAN'S 1ST, BLOCK 6, LOT 11  Acreage: 0.0000 Type: R	PROPERTY GEOGRAPHICAL ID 167000-0106-0110
LAND MARKET VALUE 18,995		IMPROVEMENT MARKET VALUE 0	AG/TIMBER USE VALUE 0
AG/TIMBER MARKET VALUE 0		ASSESSED VALUE 18,995	

100% Assessment Ratio  
 CORRECTION REASON:

Appraised Value: 18,995

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax Due
BRYAN ISD	18,995	0	0	0		18,995	0.9469000	179.87
BRAZOS COUNTY	18,995	0	0	0		18,995	0.4197000	79.72
CITY OF BRYAN	18,995	0	0	0		18,995	0.6240000	118.53

CITY TAXES REDUCED BY SALES TAX 24.84  
 COUNTY TAXES REDUCED BY SALES TAX 17.26

Total Taxes Due	378.12
-----------------	--------

Penalty & Interest	
If Paid in Month	Tax Due*
February 2025	404.58
March 2025	412.14
April 2025	419.73
May 2025	427.28
June 2025	434.84
July 2025	513.10

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

\*Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency [Tax Code Sec 33.11] or Additional Late Filing Penalty of 10% [Tax Code Sec 23.54, Tax Code Sec 21.10] or Late Correction penalty of 10% [Tax Code Sec 25.25(d)].

\* DETACH HERE AND RETURN WITH PAYMENT \*

Make checks payable to:

MELISSA LEONARD, PCAC  
 BRAZOS COUNTY TAX OFFICE  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

RETURN SERVICE REQUESTED



Owner Name and Address OLVERA IVET 212 N OLIVE GAUSE, TX 77857-7341	Statement Number 2024 42750 Prop ID Number 20309 Geographical ID 167000-0106-0110
--	--

See payment schedule below for tax due.

If Paid in Month	Tax Due
November 2024	378.12
December 2024	378.12
January 2025	378.12
February 2025	404.58
March 2025	412.14
April 2025	419.73
May 2025	427.28
June 2025	434.84
July 2025	513.10

OLVERA IVET  
 212 N OLIVE  
 GAUSE, TX 77857-7341

BRAZOS CENTRAL APPRAISAL DISTRICT  
 PROPERTY 20302 R  
 Legal Description  
 BRYAN'S 1ST, BLOCK 6, LOT 3

OWNER ID  
 387637  
 OWNERSHIP  
 100.00%

PROPERTY APPRAISAL INFORMATION 2025  
 OLIVERA IVET  
 212 N OLIVE  
 GAUSE, TX 77857-7341

Errors  
 C1 100%  
 CAD 100%  
 G1 100%  
 S1 100%  
 ZRFND 100%

Ref ID1: 137892  
 167000-0106-0030

Ref ID2: R20302  
 Map ID 543-232

ACRES:  
 EFF. ACRES:

SITUS 608 E MARTIN LUTHER KING JR ST

APPR VAL METHOD: Cost

GENERAL

UTILITIES  
 TOPOGRAPHY B LAST APPR. JR  
 ROAD ACCESS LAST APPR. YR 2024  
 ZONING RD-5 LAST INSP. DATE 01/26/2024  
 BUILDER NEXT INSP. DATE  
 NEXT REASON  
 REMARKS

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
07/16/2024	*****	ESPINOZA ROGELIO	WD / 19339 / 251
03/20/2023	*****	BENITEZ JUAN II	WD / 18530 / 247
04/08/2018	*****	MIMS DORIS W	QC / 14621 / 099

SUBD: 167000.01 100.00% NBHD: 1531250H 100.00% IMPROVEMENT INFORMATION

#	TYPE	DESCRIPTION	MTHD	CLASS	SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNG	COMP	ADJ	ADJ VALUE
---	------	-------------	------	-------	-------	------	------------	-------	-------	--------	------	-------	------	------	------	------	------	-----	-----------

SUBD: 167000.01 100.00% NBHD: 1531250H 100.00%		LAND INFORMATION										IRR Wells: 0	Capacity: 0	IRR Acres: 0
L#	DESCRIPTION	CLS	TABLE	SG	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ MASS	ADJ VAL	SRC	MKT VAL	AG APPL
1.	<5 ACRES	BE27RSCH	C1	Y	(100%)	SQ	5,376.0000 SQ	3.60	18,813	1.00	1.00	A	18,813	NO
Comment: 50-FF													18,813	

# 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

J BIRD RENOVATIONS LLC  
504 E 32ND ST  
BRYAN TX 77803-4611

## PROPERTY DESCRIPTION

Legal: MCCONICO, BLOCK 1-2, LOT 1 & 3-5.  
Address: 608 S LOGAN AVE ,  
Account # 32201

## TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	02/19/2025	\$1345.27	\$88.00

Taxpayer's reason for refund: OP-Overpayment

## REFUND TO:

FIDELITY NATIONAL TITLE AGENCY INC  
1800 HUGHES LANDING BLVD STE 150  
THE WOODLANDS TX 77380

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

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

Jaistyn Risseuw  
Signature

(281) 203-6020  
Phone #

3/3/2025  
Date

Jaistyn.risseuw  
Email Address  
@fnf.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

[Signature]  
Authorized Officer Signature

3/18/25  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

02/19/2025 04:16PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

**Receipt Number**  
**3449745**

Date Posted 02/19/2025  
 Payment Type P  
 Payment Code Over/Refund  
 Total Paid \$1,345.27

**PAID BY:**

FIDELITY NATIONAL TITLE AGENCY INC  
 HOU FT ESCROW TRUST ACCOUNT  
 1800 HUGHES LANDING BLVD  
 SUITE 150  
 THE WOODLANDS, TX 77380

Property ID	Geo	Legal Acres	Owner Name and Address									
32201	403000-0001-0011	0.0000	J BIRD RENOVATIONS LLC 504 E 32ND ST BRYAN, TX 77803-4611									
			Legal Description									
			MCCONICO, BLOCK 1-2, LOT 1 & 3-5									
			Situs	DBA Name								
			608 S LOGAN AVE									
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Z REFUND ENTITY	2024	0.00000	0	150692	N	88.00	0.00	0.00	0.00	0.00	88.00	
BRAZOS COUNTY	2024	0.41970	128,323	66406	N	265.08	0.00	0.00	0.00	0.00	265.08	
CITY OF BRYAN	2024	0.62400	128,323	66406	N	394.12	0.00	0.00	0.00	0.00	394.12	
BRYAN ISD	2024	0.94690	128,323	66406	N	598.07	0.00	0.00	0.00	0.00	598.07	
<b>Balance Due As Of 02/19/2025: -88.00</b>												

Tender	Details	Description	Amount
Check	512028981		1345.27
			<b>1345.27</b>

Operator Batch  
 Imoore 55447 (02/19/2025TM)

**Total Paid**  
**1,345.27**

Special Condition Exists for this Property  
 Page: 1

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

**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**

RAMIREZ MOISES LUNA &  
OLIVIA MANDUJANO FLORES  
920 CLEARLEAF DR TRLR 170-B  
BRYAN TX 77803-3563

**PROPERTY DESCRIPTION**

Legal: OAKWOOD MHC, SPACE 170B, SER# OC011931495, HUD# NTA1840707  
Address: 920 CLEAR LEAF (PVT) DR 170B ,  
Account # 425202

**TAX PAYMENT INFORMATION**

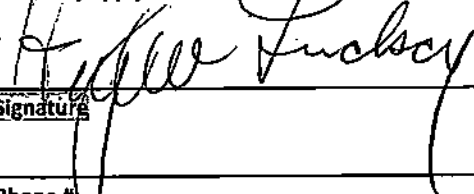
Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$1678.39	\$34.09

Taxpayer's reason for refund: OP-Overpayment

**REFUND TO:**

LINDSAY HUGH W  
412 TARROW ST  
COLLEGE STATION, TX 77840

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

10 MARCH 2025  
\_\_\_\_\_  
Date

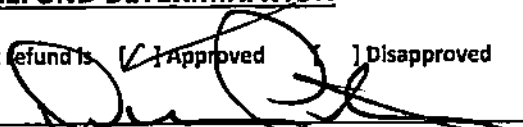
\_\_\_\_\_  
Phone #

\_\_\_\_\_  
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

3/18/25  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



# TAX RECEIPT

10/23/2024 12:04PM

\*\* DUPLICATE \*\*

MELISSA LEONARD, PCAC PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number	
3367883	
Date Posted	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$1,678.39

**PAID BY:**

LINDSAY HUGH W  
412 TARROW ST  
COLLEGE STATION, TX 77840-7811

Property ID 425202	Geo 702020-0000-0112	Legal Acres 0.0000	Owner Name and Address RAMIREZ MOISES LUNA & OLIVIA MANDUJANO FLORES 920 CLEARLEAF DR TRLR 170-B BRYAN, TX 77803-3563
Legal Description OAKWOOD MHC, SPACE 170B, SER# OCD11931495, HUD# NTA1840707			
Situs 920 CLEAR LEAF (PVT) DR 170B	DBA Name		

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149900	N	34.09	0.00	0.00	0.00	0.00	34.09
BRAZOS COUNTY	2024	0.41970	82,603	108354	N	346.69	0.00	0.00	0.00	0.00	346.69
CITY OF BRYAN	2024	0.62400	82,603	108354	N	515.44	0.00	0.00	0.00	0.00	515.44
BRYAN ISD	2024	0.94690	82,603	108354	N	782.17	0.00	0.00	0.00	0.00	782.17
											1,678.39

Balance Due As Of 10/21/2024: -34.09

Tender	Details	Description	Amount
Check	REPOST	ESCROW	1678.39
			1678.39

Operator Jemerson	Batch 53438 (2024_MH Escrow_10212024)	Total Paid 1,678.39
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**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 3/18/2025  
ITEM: • FY 24/25 Budget Amendments 22.01 - 22.03  
TO: Commissioners Court  
FROM: Nina Payne  
DATE: 03/13/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">22_Coversheet.pdf</a>	FY 25 - 22 Coversheet	Cover Memo
<a href="#">22.01 - 22.03.pdf</a>	FY 25 Budget Amendments 22.01 - 22.03	Budget Amendment

**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR**

**NO. 24/25 22.01 – 22.03**

On this the 18<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 18<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 18<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





**BRAZOS COUNTY**  
**REQUEST FOR BUDGET AMENDMENT**

Budget  
 Amendment  
 Number

Budget Amendment Number

22.01

Agenda Date

3/18/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund From: Fund Number	11001500 Contingency From: Division Name	61130000 Contingency From: Account Number	\$ 40,000.00 AMOUNT OF DECREASE
<b>Total</b>			<b>\$ 40,000.00</b> TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund To: Fund Number	17000300 Facilities Services - P. To: Division Name	60020000 Bank Service Charges To: Account Number	\$ 2,000.00 AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund To: Fund Number	17000300 Facilities Services - P. To: Division Name	61880000 Utilities Expenditure To: Account Number	\$ 15,000.00 AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund To: Fund Number	17000300 Facilities Services - P. To: Division Name	65050000 Building Maintenance To: Account Number	\$ 10,000.00 AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund To: Fund Number	17000300 Facilities Services - P. To: Division Name	65054000 Fire & Safety System To: Account Number	\$ 7,000.00 AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

17000300 Facilities Services - P

To: Division Name

INCREASE EXPENDITURE(S):

71025000 Contract Services

To: Account Number

To: Amount

\$

6,000.00

AMOUNT OF INCREASE

Total

\$ 40,000.00

TOTAL AMOUNT OF INCREASE

### TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the correct account to cover the cost for the Park Garage starting April 15, 2025. Commissioner's Court approved the Parking Garage Lease between Brazos County and Brazos Transit District on January 17, 2025.

### File and Documentation

File Upload

Upload

Approved Lease 1.14.25.pdf

443.84KB

Signature

Initiator

*Nina Payne*

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

*Nina Payne*

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

*Spencer A. May*

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: NUMBER:  
DATE OF COURT MEETING: 1/14/2025  
ITEM: Approval of Parking Garage Lease between Brazos County and Brazos Transit District.  
TO: Commissioners Court  
DATE: 01/07/2025  
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>
<u>Lease - Brazos County and Brazos Transit District (with exhibit) - FINAL.pdf</u>	Lease - Brazos County and Brazos Transit District	Backup Material





**BRAZOS COUNTY  
BRYAN, TEXAS**

**LEASE**

**THIS LEASE** ("Lease") is made and entered into this, the **14th day of January, 2025** ("Effective Date"), by and between **Brazos Transit District**, a political subdivision of the State of Texas ("Lessor"), and **Brazos County**, a County of the State of Texas ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, On July 15, 2008, Brazos County and the Brazos Transit District entered into a Donation Agreement through which Brazos County agreed to donate a 1.7209-acre tract of land, defined below as the Leased Premises, to the Brazos Transit District for the construction of a parking garage and transit terminal;

**WHEREAS**, On December 30, 2008, a General Warranty Deed was filed in Brazos County conveying the Leased Premises to the Brazos Transit District to develop and construct the parking garage and transit terminal;

**WHEREAS**, The General Warranty Deed provides that the Leased Premises and improvements will revert back to Brazos County on January 1, 2045; and

**WHEREAS**, Brazos Transit District, as Lessor, desires to Lease to Brazos County, as Lessee, the Leased Premises as set forth more fully below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants herein contained, the Parties agree as follows:

**SECTION 1. LEASED PREMISES.** For and in consideration of the mutual covenants hereof, Lessor demises and leases to Lessee and Lessee hereby agrees to lease from Lessor 1.7209 acres, and the improvements, thereon, located at 321 E. 26<sup>th</sup> Street, Bryan, Texas 77803 and more specifically depicted in Exhibit A attached hereto and by this reference incorporated herein ("Premises").

**SECTION 2. TERM.** The term of this Lease begins on **April 15, 2025**, and ends on **December 31, 2044** (the "Term").

**SECTION 3. USES OF LEASED PREMISES & ALTERATIONS**

**3.01 USE.** The Premises will be used solely for the operation of a parking garage, for the operation of the Brazos County Probation Office, for any use by any department or office operated

by Lessee and for the potential operation of retail office or food establishments. Additionally, in the event of a Federal, State or Local Disaster Declaration that includes Brazos County or requires Brazos County to provide support and/or an emergency response to said disaster, the Premises shall be used for any purpose needed by the Lessee. Lessee will not use the Premises, or any portion thereof, for any other purpose than that set forth in this Lease without first having obtained the written approval of Lessor. Lessee will not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property.

**3.02 RESERVATION OF RIGHTS.** Lessor may continue to use the bus transit station located on the Premises at 301 E. 26<sup>th</sup> Street, Bryan, Texas ("Bus Station") as a bus terminal. Lessor will have sufficient ingress and egress through the Premises for such use. Lessor and its employees, agents, invitees, and licensees will also have access to bathroom facilities in the Bus Station.

During the Term of the Lease, Lessor will maintain its right to freely access the Premises. As such, Lessee agrees Lessor will have ten (10) reserved parking spaces in the Premises, and thirty (30) access cards to access the Premises. In the event an access card becomes inoperable, Lessee will ensure a replacement access card is provided.

**3.03 IMPROVEMENTS & ALTERATIONS.**

(a) Lessee may, at any time and from time to time during the Term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Premises, and correct or change the contour of the Premises, subject to the following:

- (i) Lessee bears the cost of any such work and is responsible for insuring any such work;
- (ii) The parking garage and the Bus Station cannot be removed from the Leased Premises.
- (iii) No lien may be placed on the Premises;
- (iv) Lessor must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins; and
- (v) The conditions of Section 3.03(b) concerning Lessor's approving plans must be followed.

(b) The following rules govern Lessor's approving construction, additions, and alterations of buildings or other improvements on the Premises:

- (i) No building or other improvement may be constructed on the Premises unless the plans, specifications, and proposed location of the building or other improvement have received Lessor's written approval and the building or other improvement complies with the approved plans, specifications, and proposed location. No material addition to or alternation of any building or structure erected on the Premises may be begun until plans and specifications covering the exterior of the proposed addition or alternation have been first submitted to and approved by Lessor.

- (ii) Lessor will promptly review and approve all plans submitted by Lessee or will note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Lessor. Lessor's failure to request changes to or object to any submitted or resubmitted plans within 30 days of receipt constitutes Lessor's approval of the plans. Minor changes in work or materials not materially or adversely affecting the general character of the project and that Lessee does not believe will involve an adjustment in the cost of project or a change in the substantial completion date of the project may be made at any time without Lessor's approval.
- (iii) The following items do not require submission to, and approval, by Lessor:
  - 1. Minor repairs and alternations necessary to maintain existing structures and improvements in a useful state of repair and operation that do not materially or adversely affect the general character of the existing structures and improvements; or
  - 2. changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

(c) Lessor will not unreasonably withhold its approval of any items required by this Section 3.03.

**3.04 OWNERSHIP OF BUILDINGS, IMPROVEMENTS, AND FIXTURES.** Any buildings, improvements, additions, alterations, and fixtures (except for furniture and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Term are considered part of the real property of the Premises and must remain on the Premises. The flags purchased by Lessor for use on the Premises are to remain on the Premises and are to be used by Lessee.

**3.05 RIGHT TO REMOVE IMPROVEMENTS.** Lessee may, at any time while it occupies the Premises, or within a reasonable time thereafter remove any furniture, machinery, equipment, or other trade fixtures owned or placed by Lessee, its subtenants, or licensees, in, under, or on the Premises, or acquired by Lessee, whether before or during the Lease Term. Lessee may not, without the prior written consent of Lessor, remove any machinery, equipment, or other trade fixtures owned or placed by Lessor, its subtenants, or licensees, in, under, or on the Premises until the expiration of the Lease Term.

**3.06 MAINTENANCE.** At all times during the Term, Lessee will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the Premises and all fixtures maintained on the Premises in a good state of appearance and repair (except for reasonable wear and tear) at Lessee's own expense. Lessor agrees to comply with any and all conditions arising under the Federal Transit Administration's requirement that the Premises be in a state of good repair and able to operate at a full level of performance.

**3.07 DAMAGE OR DESTRUCTION.** If any building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, unless it is a building or improvement modified or constructed by Lessee after the execution of this Lease, Lessor must, within one year from the date of the damage or

destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the building to substantially the condition it was in before the casualty. But if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond Lessor's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.

**3.08 TRASH, GARBAGE & UTILITIES.** Lessee will provide and pay all costs for the adequate, sanitary handling of all trash, garbage and other refuse caused as a result of its operations on the Premises and all utilities and services, including but not limited to electricity, water, and internet, and will provide for the timely removal of all trash, garbage and refuse from the Premises in accordance with all applicable laws or regulations. Lessee will also provide and pay all costs for the utilities associated with the Bus Station to include Wi-Fi, water and electricity. Lessor will provide all other janitorial services and maintenance for the Bus Station to include all trash and garbage handling and removal to external collection receptacle. In exchange for the cost of the utilities to be covered by the Lessee, Lessor will utilize existing Bus Station employees to periodically patrol the parking garage and collect discarded trash thrown about and notify county personnel if needed.

**3.09 SUBLEASING.** Subject to Lessor's reservation of rights in 3.02 above, Lessee may sublease all or any part of the Premises (e.g; including, without limitation, use of a portion of the Premises for the location of vending machines) to a third party or third parties. Any revenue received by Lessee pursuant to any such lease or sublease will be retained by Lessee and Lessor will have no right or interest in such revenue.

**3.10 EXPENSES.** Lessee will provide a quarterly written report to Lessor detailing all expenses arising from their use and maintenance of the Premises.

**3.11 EXISTING CONTRACTS AND AGREEMENTS.** Within thirty days of submission of a request for reimbursement, Lessee agrees to reimburse Lessor for costs associated with any contractual amounts and obligations for services and goods performed or used on the Premises after the Effective Date of the Lease, including, but not limited to the pay station service provider, the fire system monitoring provider, the inspection service for the sprinklers, fire alarm, exit lights and extinguishers, the landscaping provider, the internet provider, and the elevator maintenance. Lessor and Lessee both agree that they will cooperate in the assignment and/or transfer of any vendor agreement involving the Premises in effect as of the Effective Date of this Lease if financially feasible and legally able, otherwise the Lessor agrees to terminate all vendor agreements that would otherwise be the responsibility of the Lessee as soon as possible.

Any lease agreements for parking spaces between the Lessor and any 3<sup>rd</sup> party that are in full force and effect at the time this Lease goes in effect will be assigned to the Lessee.

**SECTION 4. RENTALS.** Lessee will pay Lessor \$1.00 per year during the Term of this Lease as annual rent for using and occupying the Premises. Lessee may make a lump-sum payment to cover the entire Lease Term.

## **SECTION 5. INSURANCE**

**5.01 LIABILITY INSURANCE.** Lessee will provide general liability insurance for personal injuries and death growing out of a single occurrence in a minimum amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) and an aggregate amount of Two Million and No/100 Dollars (\$2,000,000). Lessee is required to name the Lessor as an additional insured on the policy of general liability insurance referenced above. Lessee must file a copy of the policy or certificate of liability insurance with Lessor within 30 days after the Effective Date. Such policy or certificate must provide that the insurance cannot be canceled, or the amount of coverage changed without 10 days prior written notice to Lessor. Lessee is also responsible for maintaining Commercial General Liability coverage for any improvements or modifications constructed on the Leased Premises after the execution of this Lease. Such Commercial General Liability Coverage shall be at Lessee's sole expense (not reimbursable by Lessor) and be in an amount of Two Million Dollars (\$2,000,000) in the aggregate; One Million Dollars (\$1,000,000) per occurrence, along with full replacement property coverage for all improvements or modifications constructed on the Leased Premises after the execution of this Lease, and with a contractual indemnity rider covering Lessee's obligations to Lessor under this Lease.

Lessor shall, at Lessor's sole expense (not reimbursable by Lessee) maintain Commercial General Liability coverage supporting their interest in the Premises in an amount of Two Million Dollars (\$2,000,000) in the aggregate; One Million Dollars (\$1,000,000) per occurrence, along with full replacement property coverage for all improvements located on the Premises to which the Landlord holds an interest and for which no modification has been made by Lessee after the execution of this Lease, and with a contractual indemnity rider covering Lessor's obligations to Tenant under this Lease. In the event of any insurance claim against Lessor related to the Leased Premises, Lessee will be responsible for paying the full amount of the deductible during the term of this Lease.

**5.02 WAIVER OF SUBROGATION.** Lessee shall waive any claim it might have against Lessor for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against or is required hereunder to be insured against under any insurance policy that covers the improvements, the Leased Premises, Lessee's fixtures, personal property, leasehold improvements, or business. Lessee will cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against Lessor.

## **SECTION 6. DEFAULT AND REMEDIES**

**6.01** If Lessee defaults in performing any covenant or term of this Lease and does not correct the default within 60 days after receipt of written notice from Lessor to Lessee, Lessor may pursue any remedy Lessor has available to it by law or in equity.

**6.02** If Lessor defaults in performing any covenant or term of this Lease and does not correct the default within 60 days after receipt of written notice from Lessee to Lessor, Lessee may pursue any remedy Lessee has available to it by law or in equity except that Lessee expressly waives the right to terminate this Lease or bring any cause of action that would request the rescission, vacation, or otherwise result in termination of the Lease.

**SECTION 7. EMINENT DOMAIN.** If the Premises, or a substantial part thereof, is lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, the Term of this Lease will end upon, and not before, the date of the taking

of possession by the condemning authority. Rentals will be apportioned as of the date of such termination, and Lessor will be entitled to pursue an award with respect to such taking or condemnation, unless an improvement constructed by Lessee is subject to such taking or condemnation, in which case Lessee will be entitled to pursue an award for the portion attributed to their constructed improvements. If any part of the Premises not constituting a substantial part thereof is so taken or condemned or conveyed under threat of such taking or condemnation, or if the grade of any street adjacent to the Premises is changed by any competent authority and such taking or change of grade makes it necessary or desirable substantially to remodel or restore the Premises, Lessee will have the right to cancel this Lease, such cancellation to take place no later than the date of this taking of possession by the condemning authority, and Lessor will be entitled to pursue an award with respect to such taking or condemnation, unless an improvement constructed by Lessee is subject to such partial taking or partial condemnation, in which case Lessee will be entitled to pursue an award for the portion attributed to their constructed improvements. Lessor will give Lessee notice of such intended taking or condemnation within a reasonable time of its receipt of same.

#### **SECTION 8. TAXES & LICENSES**

**8.01** The Lessee will obtain and pay for all licenses or permits necessary or required by law for the construction of additions or improvements, the installation of equipment and furnishing, and any other licenses necessary for the conduct of its operations hereunder.

**8.02** The Lessee will be responsible for payment of any and all taxes and assessments arising from the Lessee's use of the Premises.

**SECTION 9. INSPECTION OF PREMISES.** Lessor or its duly authorized representatives may enter upon the Premises at any reasonable time during the Term for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

**SECTION 10. QUIET ENJOYMENT.** Lessor agrees that Lessee, upon payment of the rentals and all other payments and charges to be paid by Lessee under the terms of this Lease and upon observing and keeping each of the covenants of this Lease on the part of Lessee to be observed and kept, will lawfully and quietly hold, occupy and enjoy the Premises, equipment, furniture and fixtures during the Term of this Lease.

**SECTION 11. HAZARDOUS SUBSTANCE.** No goods, merchandise or materials will be kept, stored or sold in or on said Premises which are explosive or hazardous and which are not in customary use in the businesses herein authorized; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon.

#### **SECTION 12. MISCELLANEOUS**

**12.01 WAIVER.** No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

**12.02 SEVERABILITY.** Every provision of this Lease is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

**12.03 SUCCESSORS AND ASSIGNS.** This Lease binds, and inures to the benefit of, the Parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**12.04 NOTICE.** All notices provided for herein must be in writing. Any notice permitted or required to be given to the Parties hereto will be effective if hand delivered or mailed certified, return receipt requested to the Parties at the following addresses:

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

With copy to: West, Webb, Allbritton & Gentry  
Attn: Michael Gentry  
1515 Emerald Parkway  
College Station, Texas 77845

Lessor: Brazos Transit District  
Attn:  
2117 Nuches Lane  
Bryan, Texas 77803

With copy to: Bruchez, Goss, Thornton, Meronoff & Briers, P.C.  
Attn: Jana Beddingfield  
4343 Carter Creek, Suite 100  
Bryan, Texas 77802

Any of the necessary notices may be sent to the foregoing addresses or another address of the Party, provided that notice of change of address has been given to the Party to be bound by the notice in writing beforehand.

**12.05 ASSIGNMENT; AMENDMENT.** Neither Party may assign this Lease or any of its rights under it without the prior, written consent of the other Party. Further, the Parties may modify or waive this Lease only by a separate writing that expressly modifies or waives this Lease and is signed by each Party.

**12.06 CHOICE OF LAW.** This Lease will be governed by and construed and enforced according to the laws of the State of Texas, without regard to the principles of conflicts of law.

**12.07 COUNTERPARTS AND COPIES.** The Parties may execute this Lease in multiple counterparts, each of which will constitute an original and all of which together will constitute one instrument. A copy of the original Lease will be as enforceable as the original Lease itself.

**12.08 ENTIRE AGREEMENT.** This Lease constituted the final agreement between the Parties. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Lease are expressly merged into and superseded by this Lease.


**12.09 HEADINGS.** Titles, headings, and captions in this Lease are included for convenience and reference only and will not be deemed to constitute a part of or to affect the construction of this Lease.

**12.10 ATTORNEY'S FEES.** Any signatory to this Lease who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Lease will be entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs, from the non-prevailing party.

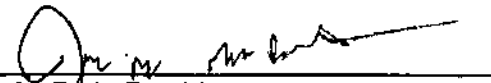
**12.11 FORCE MAJEURE.** If the curing of any default or the performance of any other covenant or term of this Lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or casualty, or any other circumstances beyond Lessor or Lessee's control or that of the Party obligated or permitted under this Lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each Party so delayed is excused from performance during the delay period.

**IN WITNESS WHEREOF,** the Parties execute this Lease to be effective on the Effective Date.

**Brazos County:**

by:   
Duane Peters, County Judge

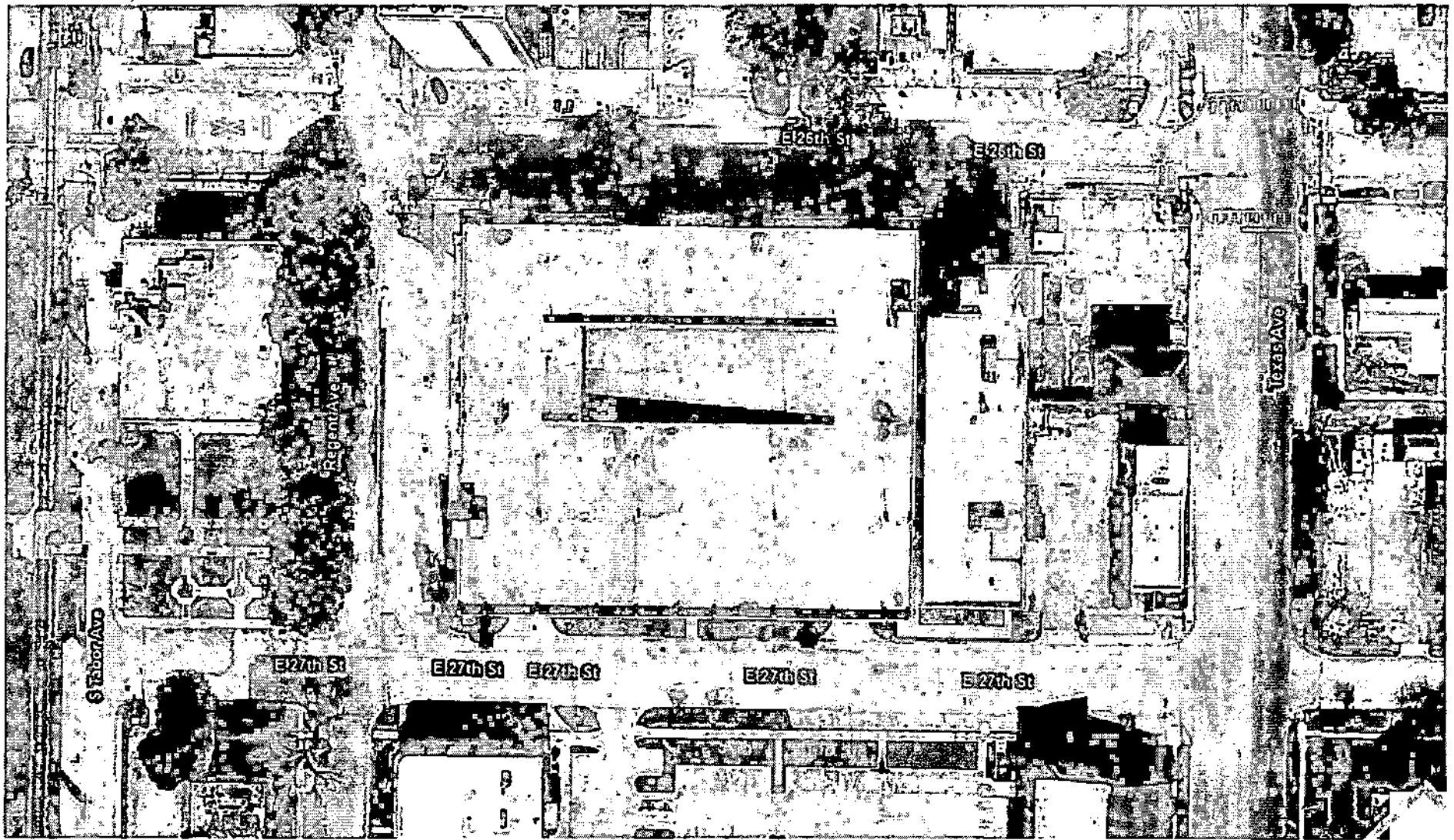
**Brazos Transit District:**

by:   
John McBeth, President

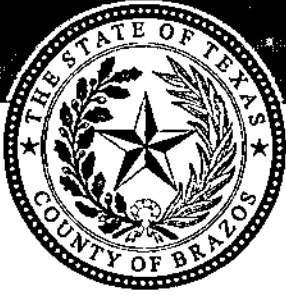


**EXHIBIT A**

**PROPERTY DESCRIPTION**







**BRAZOS COUNTY**  
**REQUEST FOR BUDGET AMENDMENT**

**Budget  
Amendment  
Number**

Budget Amendment Number

22.02

Agenda Date

3/18/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	11001500 Contingency	61130000 Contingency	\$ 2,770.61
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE
<b>Total</b>			<b>\$ 2,770.61</b>
			TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	10002000 Veteran Services	60080000 Clothing/Uniforms	\$ 521.25
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	10002000 Veteran Services	60211000 Software - No Tag	\$ 494.84
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	10002000 Veteran Services	61500000 Printing	\$ 178.96
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	10002000 Veteran Services	61620000 Subscriptions & Public	\$ 45.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	10002000 Veteran Services	61801000 Travel	\$ 1,530.56
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total \$ 2,770.61  
TOTAL AMOUNT OF INCREASE

**TO EXPLANATION AND SIGNATURE**

**Explanation** Explanation to reclassify budget to proper accounts:  
Reallocation of funds to the correct account to cover unforeseen purchases and expenses.

**File and Documentation**

**File Upload** Upload  
Vet Services 3.10.25 budget to actuals.pdf 51.48KB

**Signature** Initiator  
*Mina Payne*

**Department (?)** BUDGET OFFICE

**Signature** Elected Official/Dept Head  
*Mina Payne*

**Comments** Elected Official/Dept Head Comments

**Signature** Budget Officer Signature  
*Spencer A. Mays*

**Budget Officer Comments**

CC Approval Grade Posted

Completion Date

Sign

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

Fund	Division Description	Account Description	Year to Date Period	Initial Budget	Budget Adjustments	Total Budget	Obligations	Expenditures	Funds Available Amount
01000	10002000-Veteran Services	60010000-Donated Property - No Tag	Mar-25	-	415.00	415.00	-	415.00	-
01000	10002000-Veteran Services	60080000-Clothing/Uniforms	Mar-25	-	-	-	-	521.25	(521.25)
01000	10002000-Veteran Services	60170000-Copier/Printer/Fax Supplies	Mar-25	150.00	-	150.00	-	-	150.00
01000	10002000-Veteran Services	60211000-Software - No Tag	Mar-25	-	259.00	259.00	-	753.84	(494.84)
01000	10002000-Veteran Services	60350000-Food and Food Supplements	Mar-25	250.00	-	250.00	180.56	69.44	-
01000	10002000-Veteran Services	60500000-Equipment & I.T. Enhancement	Mar-25	150.00	2,191.00	2,341.00	-	2,340.45	0.55
01000	10002000-Veteran Services	60600000-Office Supplies	Mar-25	150.00	-	150.00	-	16.78	133.22
01000	10002000-Veteran Services	61110000-Conference & Seminar Fees	Mar-25	2,500.00	-	2,500.00	-	-	2,500.00
01000	10002000-Veteran Services	61235000-Donations - Other	Mar-25	-	3,100.00	3,100.00	-	3,000.00	100.00
01000	10002000-Veteran Services	61500000-Printing	Mar-25	250.00	-	250.00	-	428.96	(178.96)
01000	10002000-Veteran Services	61620000-Subscriptions & Publications	Mar-25	450.00	-	450.00	-	495.00	(45.00)
01000	10002000-Veteran Services	61750000-Telephone/Data - Cellular	Mar-25	1,200.00	-	1,200.00	687.48	320.52	192.00
01000	10002000-Veteran Services	61801000-Travel	Mar-25	1,000.00	-	1,000.00	-	2,530.56	(1,530.56)
<b>Total: Supplies and Other Charges</b>				<b>6,100.00</b>	<b>5,965.00</b>	<b>12,065.00</b>	<b>868.04</b>	<b>10,891.80</b>	<b>305.16</b>
01000	10002000-Veteran Services	65540000-Copier/Printer/Fax Maintenance	Mar-25	420.00	-	420.00	220.00	20.00	180.00
<b>Total: Repairs and Maintenance</b>				<b>420.00</b>	<b>-</b>	<b>420.00</b>	<b>220.00</b>	<b>20.00</b>	<b>180.00</b>





**BRAZOS COUNTY, TEXAS  
REQUEST FOR BUDGET AMENDMENT TO INCREASE BUDGET**

REQUESTING DEPARTMENT Child Welfare Board

REVENUE BUDGET FY 2025

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
01000	38000100	46023000	Donations - Other	24.75
TOTAL REVENUES				\$ 24.75

EXPENSE BUDGET

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
01000	38000100	61235000	Donation - Other	\$ 24.75
TOTAL EXPENSES				\$ 24.75

SELECT REASON FOR EXCEPTION TO INCREASE BUDGET FROM BELOW (click in box to select)

- Debt
- Grant
- Unanticipated Revenue
- Emergency
- Donation

EXPLANATION

To recognize a donation to Child Welfare Board in the amount of \$24.75 from Stop Child Abuse License Plates. Donation was approved on March 11, 2025.

ELECTED OFFICIAL OR DEPARTMENT HEAD SIGNATURE

*Kadee Com*

CERTIFIED BY AUDITOR

DATE

3-11-25

DATE



**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**

**Description**

**Type**

Donation\_from.pdf

Donation Form

Cover Memo

backup\_to\_donation\_form.pdf

backup for donation form

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)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Organization Name _____
	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 \_\_\_\_\_ day of \_\_\_\_\_.

Commissioners Court Approval



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 3/18/2025  
ITEM: • Approval of Personnel Change of Status  
TO: Commissioners Court  
DATE: 03/13/2025  
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 Separations - Public - 03-18-25.pdf</a>	Cover Sheet	Cover Memo

# Personnel Change of Status

( Mar 13, 2025 )

Commissioners' Court Date: 03-18-2025  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on Change

## Employment

Department Name	Employee Name
Information Technology - Administration	Canaday, Jacob
Landscaping	Perez, Hector

## Separations

Department Name	Employee Name
Constable Precinct 2 - Administration	Beaty, Benjamin
Sheriff Office - Jail Administration	Davis, Jason
Sheriff Office - Jail Administration	Shaw, Tyler

## Personnel Action Forms

Department Name	Employee Name
Road & Bridge	Stubbs, George
Road & Bridge	Thomas, Charles
Sheriff Office - Jail Administration	Bartolomei, Anna-Marie
Sheriff Office - Jail Administration	Bennatt, James
Sheriff Office - Jail Administration	Chesterfield, Cassie
Sheriff Office - Jail Administration	Cho, Matthew
Sheriff Office - Jail Administration	Green, Sharena
Sheriff Office - Jail Administration	Losack, Jerome
Sheriff Office - Jail Administration	Lyle, Kelsey
Sheriff Office - Jail Administration	Salazar, Monique
Sheriff Office - Jail Administration	Wilson, Winona

Approved in Commissioners' Court: 03-18-2025

County Judge's or Commissioner's Signature:





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/18/2025

ITEM:

Approval of Payment of Claims

- a. 8208485 - 8208631
- b. 9203752 - 9203820

TO:

Commissioners Court

DATE:

03/07/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Bill\\_List-Public\\_03.18.25.pdf](#)

Payment of Claims

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 3/18/2025  
ITEM: Approval of Payment of Claims  
• a. 8208485 - 8208631  
• b. 9203752 - 9203820  
TO: Commissioners Court  
DATE: 03/07/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<a href="#">Bill_List-Public_03.18.25.pdf</a>	Payment of Claims	Backup Material

ATTEST: Karen McQueen  
KAREN MCQUEEN  
COUNTY CLERK  
By: Andy Johnson  
Chief Deputy

APPROVED  
[Signature] 3/18/25  
Duane Peters  
County Judge  
Date

**Bill List Commissioners Court**

Time run: 3/14/2025 11:34:22 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	Eliza*****r		ADV000300575132	386.26
			Jesse*****		ADV000301902787	1,150.14
			Matth*****		ADV000299763363	732.72
			Micha*****		ADV000301902794	1,150.14
			Salom*****		ADV000301902791	981.28
			Sharo*****		TRVL000300699234	(992.80)
			Wayla*****		ADV000299304633	712.72
01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-059202	2,559.51
01000-00000000-27150000-00000-0000-000000	General Fund-No Value-Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-057670	2,819.66
					INV-059202	5,491.15
01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-057670	17,788.69
					INV-059202	11,797.63
01000-00000000-30009400-00000-0000-000000	General Fund-No Value-A/P Tax \- McCreary Veselka-No Value-No Value-No Value	19432	McCre*****g & Allen		February 2025	47,760.11
01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	8253	Texas*****e Department		2024-00621N2	29.58
					2024-01346N2	89.25
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	11803	Aggie*****		118986	13.50
					119418	13.50
					120377	13.50
					120426	13.50
					120825	13.50
					121857	13.50
					122867	13.50
					123982	13.50
					125440	13.50
					125450	13.50
					126257	13.50
					126273	13.50
					126504	13.50
			126505	13.50		
			127358	13.50		
		21434	Brazo*****nds		124395	13.50
					126310	13.50
					126319	13.50
		90337	Gage*****		116923	13.50
					117724	13.50
	118750			13.50		
	118755			13.50		
		118811	13.50			



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	90337	Gage *****		119188	13.50
					119234	13.50
					119235	13.50
					119259	13.50
					119262	13.50
					119285	13.50
					120659	13.50
					120661	13.50
					120662	13.50
					120670	13.50
					120671	13.50
					120691	13.50
					120703	13.50
					121509	13.50
					121550	13.50
					121755	13.50
					122253	13.50
					122254	13.50
					122275	13.50
					122524	13.50
					123424	13.50
					123548	13.50
					123592	13.50
					125173	13.50
					125216	13.50
					125290	13.50
					125291	13.50
					126081	13.50
					126398	13.50
					126408	13.50
					126425	13.50
					126444	13.50
					126445	13.50
					126602	13.50
					126640	13.50
					126695	13.50
					126792	13.50
					126800	13.50
					126808	13.50
					126809	13.50
					126810	13.50
					126825	13.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount	
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	90337	Gage *****		126830	13.50	
					127152	13.50	
					127153	13.50	
					127170	13.50	
					127208	13.50	
					131622	13.50	
01000-10000100-61750000-00000-0000-000000	General Fund-County Judge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000418	287310416139X03082025	252.09	
01000-10002000-61750000-00000-0000-000000	General Fund-Veteran Services-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001062	287333631079X03082025	81.23	
01000-10500000-61750000-00000-0000-000000	General Fund-Budget Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000057	287310376020X03082025	41.88	
01000-11000100-60500000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	1335	Avine*****roage)	250002291	331557	95.00	
01000-11000100-61750000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000231	287310378151X03082025	338.65	
01000-11000500-60620000-00000-0000-000000	General Fund-Non\ -Departmental-Postage & Shipping-No Value-No Value-No Value	96925	Integ	250000513	0325BCA	10,000.00	
					30841	5,445.59	
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000586	2015353 0225	306.37	
					250000587	2016116 0225	17,189.95
					250000588	2016098 0225	25.40
		60	Atmos*****	250000593	4032682185 0225	137.99	
				250000595	3042722319 0225	7,636.76	
01000-11000500-71025000-00000-0000-000000	General Fund-Non\ -Departmental-Contract Services-No Value-No Value-No Value	96925	Integ	250000513	30841	2,425.12	
01000-11001000-65050000-00000-0000-000000	General Fund-Boonville Cemetery-Building Maintenance-No Value-No Value-No Value	103065	White*****tion LLC	250002026	1114	11,592.56	
01000-11001000-65400000-00000-0000-000000	General Fund-Boonville Cemetery-Grounds Maintenance-No Value-No Value-No Value	102838	The U*****LC	250001163	34605	6,750.00	
01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Costs-No Value-No Value-No Value	801791	Frede*****		43	3,004.00	
		93937	Kirby*****		25-0301	2,520.00	
01000-11010000-61750000-00000-0000-000000	General Fund-Court Support \- Criminal-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000952	287310367730X03082025 A	43.28	
01000-11010000-71025000-00000-0000-000000	General Fund-Court Support \-	10803	Texas*****ublic Safety	250002725	253159	14,121.42	

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Criminal-Contract Services-No Value-No Value-No Value					
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	101451	Navar*****rney at Law		2500405	650.00
		800687	Shime*****		2400912	650.00
					2400913	75.00
					2404657	650.00
					2404658	75.00
		95315	Law O*****Maltsberger		2003265	650.00
		95611	Law O*****helps, PC, The		2500394	650.00
					2101678	75.00
					2402676	650.00
01000-11010000-72201300-00000-1104-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- CCL#1-No Value-Adult Misdemeanor-No Value	800687	Shime*****		2404657	100.00
					2404658	100.00
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	800568	Lewis*****y		2500398	650.00
		802239	Gimbe*****		2401103	650.00
		91624	James*****gelhauer & Ask		2401525	1,750.00
		96232	Meece*****		2402939	650.00
01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	802239	Gimbe*****		Gimbert Unfiled 31025	362.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	801423	Davis*****		222-J-24 3725	76.00
					30-J-25 3725	74.00
		95315	Law O*****Maltsberger		211-J-24 1725	800.00
					379-J-24 1725	150.00
					387-J-24 121924	150.00
					387-J-24 3625	150.00
					424-J-22 3625	76.00
					60-J-25 3625	74.00
		96520	Thoma*****		040-J-2025 21025	150.00
					118-J-2024 3625	150.00
					254-J-2022 3625	150.00
					434-J-2023 22425	150.00
01000-11010000-72204200-00000-1100-000000	General Fund-Court Support \- Criminal-Expert Witness Fees \- 472nd-No Value-Juvenile-No Value	100474	Gutie*****., LPC, PC		170	1,900.00
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	102828	Sarah*****LLC		2301085	5,270.00
					2301086	4,000.00
		802239	Gimbe*****		2300476	1,000.00
01000-11010000-72205100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th-No Value-Adult Felony-No Value	102828	Sarah*****LLC		2301085	393.75
					2301086	393.75
					2302193	1,000.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72205300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Felony-No Value	102828	Sarah*****LLC		2301085	58.00
					2301086	57.83
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		2204013	1,005.00
					2204014	1,700.00
					2301529	1,000.00
		102455	Law O*****mit		2302198	1,000.00
					2302199	75.00
					2302200	75.00
		102584	The M*****		2402143	1,000.00
					2402406	700.00
		102828	Sarah*****LLC		2402447	1,000.00
					2500763	1,000.00
		802183	Greav*****		2000652	225.00
					2100215	900.00
					2101831	75.00
					2103633	1,000.00
					2204221	1,000.00
					2300513	1,750.00
					2304008	749.00
					2304221	751.00
					2401013	1,000.00
					2404397	1,000.00
802239	Gimbe*****		2304234	1,000.00		
805046	Gusti*****orney PLLC		2304029	1,000.00		
95315	Law O*****Maltsberger		2403802	1,000.00		
			2500087	1,000.00		
95611	Law O*****helps, PC, The		2402083	1,000.00		
96520	Thoma*****		2404107	1,000.00		
			2404108	75.00		
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	102584	The M*****		2203604	74.00
					2302483	200.00
					2303194	250.00
					2401360	76.00
		102828	Sarah*****LLC		2404655	650.00
		802183	Greav*****		2303968	475.00
		802239	Gimbe*****		2304450	363.00
		805046	Gusti*****orney PLLC		2403677	650.00
95315	Law O*****Maltsberger		2404434	650.00		
01000-11010000-72206100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Felony-No Value	96520	Thoma*****		225097	832.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	801423	Davis*****		2403557	1,000.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	101573	Lone *****g LLC		2292	200.00
		91804	Sanch*****		2269	451.50
01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	21052	Travi*****		3300009311	19,455.00
01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	94771	Nuece*****		CI001086	5,600.00
01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\Secure-No Value-No Value-No Value	19848	Pegas*****		22202	6,365.52
01000-11020000-72191000-00000-0000-000000	General Fund-Court Support \- Civil-Cluster Court Support-No Value-No Value-No Value	103077	Cooks*****		352025	495.20
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101281	McKer*****		21003105 31025 340	340.00
					22000833 31025 310	310.00
		101964	Angel*****LLC		23002728 31025 260	260.00
		95968	Forem*****LC		20001405 31025 115	115.00
					20001584 31025 150	150.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101964	Angel*****LLC		24001552 3525 540	540.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	101964	Angel*****LLC		23003266 3525 130	130.00
01000-11030000-72202000-00000-0000-000000	General Fund-Court Support \- Mental Health-Court Appointed Attorneys \- County Court at Law #2-No Value-No Value-No Value	800568	Lewis*****y		10404-M	500.00
01000-11050000-72194000-00000-0000-000000	General Fund-Court Support \- Guardianship-Guardians -No Value-No Value-No Value	100065	Mir C*****	250000215	03012025	12,500.00
01000-11100000-61750000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000012	287313012124X03082025	81.23
01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	11807	Grain*****	250000008	9426476843	2.44
				250000006	2016-312048	305.82
		3354	O'Rei*****		2016-312426	51.28
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	21268	Brazo*****	250000013	232682-25	7.50
					239981-25	7.50
					244917-25	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	248819-25	7.50
					248832-25	7.50
					248899-25	7.50
					249039-25	7.50
					293407-25	7.50
					349727-25	7.50
					A19614-25	7.50
					A19615-25	7.50
					A19616-25	7.50
		A83677-25	7.50			
		C58651-25	7.50			
		3354	O'Rei*****	250002055	2016-311201	198.14
					2016-311710	157.41
					2016-312024	163.87
					2016-312392	5.94
					2016-312414	139.99
					2016-313267	67.18
					2016-313614	22.50
		802094	Rodri*****ment & Auto Repair Inc	250002562	38408	1,997.04
96665	Colle*****Lincoln LLC	250002595	417753	27.40		
			417778	10.92		
			417885	430.54		
			417890	6.36		
			417917	164.00		
01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000101	2960123637	23.22
01000-11200200-60500000-00000-0000-000000	General Fund-Collections \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto*****Ltd	250002653	373497	75.65
					373497.1	205.50
01000-11210020-61750000-00000-0000-000000	General Fund-Elections Administrator-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000795	287310419224X03082025	165.53
01000-11210020-61880000-00000-0000-000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000597	2015357 0225	508.64
01000-12000100-71020000-00000-0000-000000	General Fund-County Treasurer \- Administration-Computer Contracts-No Value-No Value-No Value	101349	ADP I*****	250001081	685017185	297.99
01000-12500100-60500000-01000-0000-000000	General Fund-Risk Management \- Administration-Equipment & I.T. Enhancement-General Fund-No	93424	ULINE*****	250002570	190005220	450.79

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value					
01000-12500100-61680000-00000-0000-000000	General Fund-Risk Management \- Administration-Training-No Value-No Value-No Value	103110	HSI	250002354	2182064	439.35
01000-12500100-61750000-00000-0000-000000	General Fund-Risk Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000139	287310455953X03082025	78.70
01000-13000100-60170000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002690	373531	1,629.69
01000-13000100-60500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto*****Ltd	250002697	373533	836.57
01000-13000100-61110000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	6313	Texas*****Counties	250002598	368808	250.00
				250002599	368854	325.00
01000-13000100-61750000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000189	287310452452X03082025	40.75
01000-14000006-61880000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value	96844	Front*****ns of Texas	250000176	979-197-0369-070123-5 Mar 25	913.50
01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	97420	Alpha*****Inc	250002419	INV4750	1,325.53
01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	100587	Munis*****	250000353	INV-2123	549.00
		97488	Corre*****	250002732	8342	6,000.00
01000-14000100-61110000-00000-0000-000000	General Fund-Information Technology \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	90616	TAGIT*****	250002696	200008823	2,200.00
01000-14000100-61880000-00000-0000-000000	General Fund-Information Technology \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000602	2016115 0225	2,222.09
		60	Atmos*****	250000604	3036561728 0225	238.57
01000-14500100-61750000-00000-0000-000000	General Fund-Project Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001281	287348927768X03082025	111.73
01000-15000100-61110000-00000-0000-000000	General Fund-Human Resources \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Jenni*****		TRVL000301844770+1	1,875.00
			Paula*****		TRVL000301758242	1,369.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-15000100-61750000-00000-0000-000000	General Fund-Human Resources \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000456	287310447196X03082025	297.90
01000-15000100-61801000-00000-0000-000000	General Fund-Human Resources \- Administration-Travel-No Value-No Value-No Value	Employee	Paula*****		TRVL000301758242	553.96
01000-16500100-61750000-00000-0000-000000	General Fund-Purchasing \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000227	287310450662X03082025	297.90
01000-16500100-71025000-00000-0000-000000	General Fund-Purchasing \- Administration-Contract Services-No Value-No Value-No Value	96579	Syn-T*****	250000235	308914	1,275.00
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	11869	Lowe*****	250001528	982219	142.06
		91161	Prost*****	250001950	S1230751.001	229.35
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000609	2016097 0225	955.37
		96844	Front*****ns of Texas	250000646	979-197-0407-073123-5 0325	541.92
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	102306	JDS I*****	250002734	12173767	272.50
		11807	Grain*****	250000183	9425395762	87.48
		11869	Lowe*****	250002220	9425851046	74.63
					970997	37.98
		12272	McMas*****Company Inc	250000095	979998	147.11
					41843934	385.23
		90525	Brazo***** Supply Inc	250000126	48467483	32.58
				250002682	48483242	160.04
		91900	Linde***** Inc	250001805	3065957	11.95
					3092930	54.17
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102931	Hunto*****	250002422	DI037085	678.10
		11807	Grain*****	250000154	9409474955	12.32
					9425395754	51.70
					9428286984	57.22
					9428287008	(12.32)
		250002565		250002565	9421816498	1,357.42
		321	Johns*****	250000077	10437396	63.35
		7141	Baker*****mpany LLC	250000216	FQ91046	370.28
				250001767	FR05638	185.14
		97431	Johns*****llege Station	250000075	FR07470	95.30
					C8034967	163.35
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building	11869	Lowe*****	250000110	C8034996	150.78
					979279	54.57
					979466	125.28



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	0663-6	302.63
					0862-4	21.80
					1165-1	20.01
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale*****ply	250002603	S101511802.001	68.27
		93186	Batte*****	250002512	P80937603	248.75
01000-17000100-65055000-00000-0000-000000	General Fund-Facilities Services \- Administration-Surveillance & Security Maintenance-No Value-No Value-No Value	93852	Sentr*****ners Inc	250002480	6908	1,228.00
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	11807	Grain*****	250000151	9409665776	238.41
		494	Valle*****upply Co Inc	250001722	409995	28.90
					410058	112.95
				250002383	409831	2,455.83
01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value	328	Kesco*****	250001847	S005563	143.49
01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	102948	Gilli*****	250002733	INV-033101	270.00
01000-17000100-71206700-00000-0000-000000	General Fund-Facilities Services \- Administration-HVAC Control Contract-No Value-No Value-No Value	100341	Globa*****gy Inc	250000009	144431	515.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960123640	14.28
					2960123648	119.02
						2960123652
					2960123656	9.67
01000-17000200-65056000-00000-0000-000000	General Fund-Landscaping-Plumbing Maintenance-No Value-No Value-No Value	95228	SiteO*****ply Holding	250000875	150270445-002	96.39
01000-17000200-65320000-00000-0000-000000	General Fund-Landscaping-Equipment Maintenance-No Value-No Value-No Value	7002	Unite*****	250000056	13812194	70.93
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	11807	Grain*****	250000920	9431117523	947.64
		92844	Ewing*****ucts Inc	250002587	25010980	1,618.23
01000-17000200-71080000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	103000	Landm*****oup	250001456	15486	2,190.00
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960123648	2.86
01000-18000100-60400000-00000-0000-000000	General Fund-County Attorney \- Administration-Investigation Supplies-No Value-No Value-No Value	429	CHI S*****l Health Ctr	250000105	0325A	240.00
				250002664	0325B	340.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-18000100-61110000-00000-0000-000000	General Fund-County Attorney \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc	250002285	EVET-022025-0145	50.00
					EVET-022025-0149	50.00
					EVET-022025-0150	50.00
					EVET-022025-0152	50.00
					EVET-022025-0153	50.00
				250002703	EVET-032025-0356	50.00
01000-18000100-61970000-00000-0000-000000	General Fund-County Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	95956	Diner*****	250002726	3RLDQL	694.95
01000-18000100-71025000-00000-0000-000000	General Fund-County Attorney \- Administration-Contract Services-No Value-No Value-No Value	97068	Iron *****	250000116	KDRL277	92.69
01000-19000100-60350000-00000-0000-000000	General Fund-District Attorney \- Administration-Food and Food Supplements-No Value-No Value-No Value	97440	Rosa'*****a Factory Ltd	250002650	39709	337.92
01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	100469	Raine*****	250002699	818	105.00
		100674	Adair*****PR	250002519	03092025	1,379.00
		103035	Becke*****	250002698	030625	2,750.00
01000-20000100-61750000-00000-0000-000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000359	287310418905X03082025	43.28
01000-21000100-61110000-00000-0000-000000	General Fund-County Clerk \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	21282	Count*****rks Association Region VII	250002679	04102025	40.00
01000-21000100-61750000-00000-0000-000000	General Fund-County Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000212	287310415086X03082025	125.64
01000-22000100-61750000-00000-0000-000000	General Fund-85th District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000953	287310367730X03082025 B	163.00
01000-22100100-61750000-00000-0000-000000	General Fund-272nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000991	287310201184X03082025	85.59
01000-22300100-61750000-00000-0000-000000	General Fund-472nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000819	287339274736X03082025	163.02
01000-23000100-60170000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	250002652	IN-1574331	263.08
01000-23000100-60600000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Office Supplies-	94806	Perry	250002652	IN-1574331	111.25

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	No Value-No Value-No Value					
01000-23000100-61500000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Printing-No Value-No Value-No Value	94806	Perry	250002652	IN-1574331	413.72
01000-23000100-61750000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000218	287310376385x03082025	206.28
01000-23100100-61801000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Travel-No Value-No Value-No Value	Employee	Sharo*****		TRVL000300699234	1,119.81
01000-23100100-61900000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103004	Marti*****		2	1,205.20
01000-24201100-60500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250002662	INV00834056	981.76
01000-24201100-61060000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup		W150405726-2025	50.00
01000-24201100-61110000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc		EVET-032025-0362	50.00
					EVET-032025-0363	50.00
					EVET-032025-0365	50.00
					EVET-032025-0366	50.00
					EVET-032025-0367	50.00
01000-24201100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz*****	250001105	6106801135	37.99
01000-24401100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001407	287310455307X03082025	113.78
01000-26001000-60500000-00000-0000-000000	General Fund-Community Supervision \- Support-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250002581	INV00833776	343.04
					INV00833777	363.44
01000-26001000-61880000-00000-0000-000000	General Fund-Community Supervision \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000612	2122834 0225	8,511.69
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award*****	250002119	52325	147.00
		97337	Custo***** Bea	250000813	135 Hall	38.25
01000-28000100-60320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Firearms Readiness-No Value-No Value-No Value	3486	GT Di*****	250001606	INV1036951	696.19
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation	95956	Diner*****	250002131	12632775	270.97

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount	
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	95956	Diner*****	250002707	FF30A093-0005	45.00	
01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	93186	Batte*****	250002659	P80798736	314.15	
01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	90472	Homic*****s of Texas	250001756	117	900.00	
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000321	3036538772 0225	1,323.67	
		97206	Optim*****	250000244	07707-122134-01-3 0325	167.23	
01000-28000100-65320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value	95956	Diner*****	250002681	CAS-20553703-T6Z3G9	252.00	
					CAS-20553895-X0F4C1	158.50	
01000-28000100-65950000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102437	Rapid*****h LLC	250000420	INV1406	750.00	
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service	250000521	EH7313197	150.00	
					LZ7313174	125.00	
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award*****	250000271	52404	45.50	
01000-28002000-60360000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Furniture Expense-No Value-No Value-No Value	11869	Lowes*****	250002644	978353	139.06	
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	250002630	852224310	166.50	
01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	10336	Texas***** Extension Service	250000872	EH7313199	775.00	
01000-28002000-61620000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner*****	250002710	D7B9C73-0043	378.00	
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value	Employee	Ashle*****js		TRVL000301765850	275.00	
			Betha*****		TRVL000301746309	195.00	
			Keena*****		TRVL000302010208	110.00	
			Micha*****		TRVL000302571619	110.00	
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	95956	Diner*****	250002755	28364743	130.08	
			97395	US Co*****	250002560	242615	2,657.50
					250002609	242611	4,030.00
					250002623	242600	1,465.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co*****	250002648	242610	6,840.00
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000331	3031184127 0225	6,310.89
				250000332	3042722604 0225	279.35
				250000333	3031184387 0225	4,798.62
01000-28002000-65350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	250000263	103485492 Jail	269.24
01000-28002000-71701000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250000290	471941	178.71
01000-28004000-61750000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000352	287296987482X03082025	359.21
01000-30101100-60080000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	102955	Got Y*****Wear and Uniforms	250002418	inv119447	2,312.57
		96770	Davis*****	250002554	153029	75.50
01000-30101100-61750000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000314	287296986769x03082025	196.75
01000-30401100-60600000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002743	373492	34.20
01000-30401100-61750000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000106	287310412028X03082025	319.12
01000-31000100-61110000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Conference & Seminar Fees-No Value-No Value-No Value	92512	Sam H*****iversity	250002731	19SexOffTrng 5029	265.00
					EVET-032025-0341	50.00
					EVET-032025-0354	50.00
					EVET-032025-0355	50.00
					EVET-032025-0368	50.00
					EVET-032025-0371	50.00
					EVET-032025-0375	50.00
01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Prescriptions-No Value-No Value-No Value	94771	Nuece*****		CI001086	250.86
01000-31000100-61801000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Travel-No Value-No Value-No Value	10468	Harri*****		012564131498	17.46
01000-31000100-65350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Gasoline Expenditure-No Value-No Value-No	11246	Exxon*****	250001971	103485492	91.62
		Employee	Arieu*****r		TRVL000302024175	20.18

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-31000100-65350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Gasoline Expenditure-No Value-No Value-No Value					
01000-31000100-71500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Rental \- Equipment-No Value-No Value-No Value	102954	Cen-T*****nile Services	250002335	FEB2025	140.00
		91587	Senti*****vices LLC	250002352	207275	3,654.24
01000-31000100-72270000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Dental Services-No Value-No Value-No Value	805027	Svajd*****	250000177	18407	60.00
01000-31000100-72440000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Lab & X\-Ray-No Value-No Value-No Value	94771	Nuece*****		CI001086	85.10
01000-31000100-72670000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychological Services-No Value-No Value-No Value	100474	Gutie***** , LPC, PC	250000021	13*	140.00
01000-31000110-61110000-00000-0000-000000	General Fund-Juvenile Services \- Administration Court-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc		EVET-032025-0332	50.00
					EVET-032025-0351	50.00
01000-31000130-61110000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc		EVET-032025-0335	50.00
					EVET-032025-0336	50.00
					EVET-032025-0339	50.00
					EVET-032025-0372	50.00
01000-31000140-61110000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based Mental Health-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc		EVET-032025-0334	50.00
					EVET-032025-0337	50.00
					EVET-032025-0338	50.00
					EVET-032025-0352	50.00
					EVET-032025-0373	50.00
					EVET-032025-0376	50.00
01000-31000140-61530000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based Mental Health-Psychological Test Supply-No Value-No Value-No Value	91700	NCS P*****	250002724	28366902	330.35
					28372394	339.20
01000-31000220-60240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value	93357	Galls*****	250002486	030535913	243.75
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	250000018	0540310259070224	361.50
		102244	Broth*****	250001963	00069979	401.05
		96917	Gordo*****nc	250002136	9020107162	1,662.27
01000-31000220-61110000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc		EVET-032025-0340	50.00
					EVET-032025-0378	50.00
					EVET-032025-0379	50.00
01000-31000220-61470000-00000-0000-000000	General Fund-Juvenile Services \-	102148	Polar*****ices of Warrington LLC	250000167	2-959-25	199.13

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Detention-Prescriptions-No Value-No Value-No Value					
01000-31000220-61880000-00000-0000-0000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000322	3030678195 0225	2,450.67
01000-34000100-61470000-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Prescriptions-No Value-No Value-No Value	96727	Integ*****on Managment		22725	757.68
					22825	748.89
01000-34000100-72382000-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Outpatient Services-No Value-No Value-No Value	429	CHI S*****I Health Ctr		22825	558.47
01000-34000100-72382900-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Outpatient Services \- Jail-No Value-No Value-No Value	19277	City *****		22825	1,690.66
		429	CHI S*****I Health Ctr		22825	3,186.89
		96195	Dialy*****		22825	5,850.00
		97593	Scott*****I Hospital		22825	86.33
01000-34000100-72383000-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Emergency Services-No Value-No Value-No Value	20042	Centr*****py Center		22825	0.00
01000-34000100-72440000-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Lab & X\-Ray-No Value-No Value-No Value	1369	Brazo*****ty Action Agency		22825	10.05
		211	Bryan*****iates Inc		22825	37.69
		9331	Clini*****b		22825	35.99
		94789	Texas*****		22825	8.16
01000-34000100-72440900-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Lab & X\-Ray \- Jail-No Value-No Value-No Value	12347	Scy I*****		22825	5,048.01
		211	Bryan*****iates Inc		22825	333.07
		9331	Clini*****b		22825	169.79
		96741	Brazo*****gy		22825	92.76
		97593	Scott*****I Hospital		22825	16.04
01000-34000100-72540000-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Physician Services-No Value-No Value-No Value	100106	St Da*****cular PLLC		22825	59.17
		1369	Brazo*****ty Action Agency		22825	95.36
		805059	Centr*****ve Disease Association		22825	47.68
		91333	Bryan***** Clinic PA		22825	47.68
		94789	Texas*****		22825	1,067.77
01000-34000100-72540900-00000-0000-0000000	General Fund-Indigent Health Care \- Administration-Physician Services \- Jail-No Value-No Value-No Value	102762	Anest***** of Bryan LLC		22825	136.19
		20042	Centr*****py Center		22825	145.68
		429	CHI S*****I Health Ctr		22825	12.84
		61804	Bryan*****cians		22825	466.87
		800692	Linds*****		22825	67.73
		805059	Centr*****ve Disease Association		22825	145.68
		90367	Centr*****enter PLLC		22825	244.63
		91728	Mille*****		22825	215.50
		97593	Scott*****I Hospital		22825	158.62
01000-35500100-61750000-00000-0000-0000000	General Fund-Emergency Management \- Administration-	11846	AT&T *****	250000389	287310419907X03082025	70.02

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Telephone/Data \- Cellular-No Value-No Value-No Value					
01000-35500100-71506000-00000-0000-0000000	General Fund-Emergency Management \- Administration-Rental \- Office Space-No Value-No Value-No Value	19277	City *****	250000439	13214/10035 13214/10036	6,025.82 6,025.82
01000-36000100-60440000-00000-0000-0000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	250002247	IN-1574698	383.25
01000-36000100-61500000-00000-0000-0000000	General Fund-Exposition Center \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250002683	68941	135.00
01000-36000100-61750000-00000-0000-0000000	General Fund-Exposition Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001334	287310436422X03082025	247.03
01000-36000100-61880000-00000-0000-0000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000622	3036539093 0225	868.08
01000-36000100-65320000-00000-0000-0000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	11807	Grain*****	250002300	9428957881	88.64
01000-36500100-61750000-00000-0000-0000000	General Fund-Brazos Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000480	287310375799X03082025	118.05
01000-37000100-61110000-00000-0000-0000000	General Fund-County Agriculture Extension \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Flora*****		TRVL000301844716	111.50
01000-37000100-61750000-00000-0000-0000000	General Fund-County Agriculture Extension \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000440	287310413424x03082025	78.22
01000-37000100-61801000-00000-0000-0000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Flora*****		TRVL000301844716	42.35
01000-38000100-61010000-00000-0000-0000000	General Fund-Child Protective Services \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	3272	Wakef*****e	250002753	102138	580.09
01000-50000100-61110000-00000-0000-0000000	General Fund-County Records Management \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	90616	TAGIT*****	250002672	200008759 200008850	550.00 550.00
01000-50000100-61280000-00000-0000-0000000	General Fund-County Records Management \- Administration-Dues-No Value-No Value-No Value	103160	NAGAR*****	250002675	5463	225.00
01000-50000100-61750000-00000-0000-0000000	General Fund-County Records Management \- Administration-Telephone/Data \- Cellular-No	11846	AT&T *****	250000657	287310455648X03082025	83.76



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value-No Value					
01000-56001000-61060000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Bonds-No Value-No Value-No Value	90208	CNA S*****	250000432	00908638TX-25	50.00
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000637	2075819 0225	11.30
		60	Atmos*****	250000642	3044694089 0225	4,296.61
		97206	Optim*****	250000163	07707-108661-01-4-02282025	302.29
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	11869	Lowe*****	250002543	977672-2	23.65
					984544	18.92
		91809	R & R*****	250002583	686975	1,092.56
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value-No Value	101554	Dudle*****C	250000570	INV-5875	1,990.00
		1038	Wicks***** Utility District		117322-031225	17.39
		5493	Vulca*****any	250002535	2864619	39,774.83
		96264	Brzo*****	250002234	0225-132	4,575.35
01000-56001000-71701000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250000134	471834	145.00
01000-56001000-72590000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Professional Fees \- Other-No Value-No Value-No Value	100242	Innov*****tion Solutions Inc	250000425	0225-5	15,000.00
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	11682	Napa*****	250002122	372521	44.10
					372531	36.54
					372880	119.95
					372918	147.52
					373252	357.20
		373529	(72.00)			
		73	Musta*****	250002048	PART6866434	944.11
			PART6869105	713.59		
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	93424	ULINE*****	250002615	189808797	175.48
		97230	Petro*****	250002624	51835130	923.93
		97311	Kimba*****	250002628	103122466	236.02
01000-56002000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Tires-No Value-No Value-No Value	102976	Travi***** LLC	250001110	C-11622	339.70
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa*****	250002334	373265	499.65
					373312	4.79
					373529.	(91.00)
					374010	31.98
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250002596	2960124573	29.23
01000-56005000-71025000-00000-0000-000000	General Fund-Environmental Protection-Contract Services-No Value-No Value-No Value	807314	Junct*****Inc	250000427	11712	19,796.40

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-56005000-71701000-00000-0000-000000	General Fund-Environmental Protection-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250000173	473018	3,965.00
11000-11002500-60500000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Equipment & I.T. Enhancement-No Value-No Value-No Value	1335	Avine*****roage)	250002453	331699	38,020.00
11000-11002500-61750000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001334	287310436422X03082025	84.03
20010-21006000-71025000-00000-0000-000000	County Clerk Archival Fund-County Clerk Archival Fund-Contract Services-No Value-No Value-No Value	101248	GovOS*****	250001146	INV-9068	71.16
22000-51000100-61750000-00000-0000-000000	Courthouse Security Fund-Courthouse Security Fund-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000351	287296987381X03082025	39.35
24000-24005100-61750000-00000-0000-000000	Justice of the Peace Technology Fund-JP Technology \- JP #1-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000103	287310448376X03082025	43.28
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	250002722	2878	384.00
30000-272300-61750000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\ - 212\ -25\ -C03-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001923	287325411390X03082025	392.92
30000-286000-71715000-00000-0000-000000	Brazos County Grant Fund-Victim Notification Service-Victim Notification Service-No Value-No Value-No Value	61734	Appri*****	250002717	2064631969	7,798.46
30000-424100-61740000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Telephone-No Value-No Value-No Value	96672	Itech*****	250000742	2025-8312	205.00
31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102624	Vaugh*****	250002358	Pay App #7	1,011,703.56
31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Capital-Buildings-No Value-No Value-No Value	102373	Broad*****	250001082	2391500-17	52,861.00
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	97440	Rosa*****a Factory Ltd	250002650	39709	55.98
43200-63432600-80715000-00000-0000-000000	2020 Certificates of Obligation-Road	96264	Brazo*****	240004502	Pay App #5	259,419.19

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Reconstruction-Roads \- Capital-No Value-No Value-No Value					
43230-63432304-71025000-00000-0000-000000	On System road Bond \- TXDOT- Inner Loop East-Contract Services-No Value-No Value-No Value	102497	Quidd*****LLC	240002126	ARIV1033663-12	97,687.42
45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102624	Vaugh*****	250002358	Pay App #7	(50,585.18)
		96264	Brazo*****	240004502	Pay App #5	(12,970.96)
45000-63110001-80100000-00000-0000-000000	Capital Improvement Fund-Commissioners' Court \- Capital-Buildings-No Value-No Value-No Value	94447	West ***** & Gentry Inc	250001719	183040	322.00
45000-63110001-80440000-00000-0000-000000	Capital Improvement Fund-Commissioners' Court \- Capital-Land-No Value-No Value-No Value	101556	Kerr *****	250002559	25-0282	800.00
		94447	West ***** & Gentry Inc	250001719	183040	138.00
45000-63111000-80890000-00000-0000-000000	Capital Improvement Fund-Fleet Shop\Light Equipment\Capital-Vehicles-No Value-No Value-No Value	21268	Brazo*****	250002701	258311	7.50
		7822	Ag So*****	250002702	56887	200.00
		97129	Rockd***** DBA	250002460	RKE68311	39,360.00
45000-63280021-80890000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Jail \- Capital-Vehicles-No Value-No Value-No Value	7822	Ag So*****	250002673	56882	600.00
50000-64005000-71025000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Contract Services-No Value-No Value-No Value	16479	David*****ing LLC		107964	150.00
50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252025022800	194,725.67
50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252025022800	13,885.31
50000-64005100-61880000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000597	2015357 0225	399.64
60000-00000000-30119600-00000-0000-000000	Payroll Agency Fund-No Value-A/P Workers Comp-No Value-No Value-No Value	6313	Texas*****Counties		00002731	128,998.50
60000-00000000-31050000-00000-0000-000000	Payroll Agency Fund-No Value-Flex Benefit Administrative Fee-No Value-No Value-No Value	16479	David*****ing LLC		107964	1,179.50
60000-00000000-31080000-00000-0000-000000	Payroll Agency Fund-No Value-Basic Life Administrative Fee Payable-No Value-No Value-No Value	61875	Linco***** Insurance Company, The		1725512-022025	8,376.90
60000-00000000-31120000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio***** Solutions		03.07.25	8,060.18

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
60000-00000000-31125000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value	6165	Secur***** Insurance Co		03.07.25	1,175.00
60000-00000000-31128000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value	10789	Varia***** Insurance Co Inc		03.07.25	4,236.35
60000-00000000-31150000-00000-0000-000000	Payroll Agency Fund-No Value-County Property Tax Payable-No Value-No Value-No Value	21268	Brazo*****		03.07.25 *****	100.00
60000-00000000-31210000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Lincoln Financial Ins-No Value-No Value-No Value	61875	Linco***** Insurance Company, The		1725512-022025	12,914.97
60000-00000000-31228000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Hartford\AD&D-No Value-No Value-No Value	6874	Hartf***** , The		2341804	1,395.28
60000-00000000-31232000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Hartford\LTD-No Value-No Value-No Value	6874	Hartf***** , The		676712870500	5,161.13
60000-00000000-31236000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Consec\Cancer Ins-No Value-No Value-No Value	3436	WILCA***** Company		Q2511255	12.90
60000-00000000-31237000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Colonial Insurance-No Value-No Value-No Value	10372	Colon*****ent Insurance Company		74123980201510	1,938.54
60000-00000000-31240000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- AFLAC Insurance-No Value-No Value-No Value	3428	Ameri*****Insurance		041391	5,199.80
60000-00000000-31241000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Vision Insurance-No Value-No Value-No Value	93592	Spect*****		20250117000006	8,994.12
60000-00000000-31244000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Levy\Bankruptcy-No Value-No Value-No Value	94674	Peake*****		03.07.25 *****	618.47
60000-00000000-31600000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- United Way-No Value-No Value-No Value	3395	Unite*****zos Valley		03.07.25	29.77
91000-53000100-61280000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Dues-No Value-No Value-No Value	91890	Natio*****County & City Health Official	250002606	408051	1,475.00
91000-53000100-61880000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Utilities Expenditure-No Value-No Value-No Value	97206	Optim*****	250000395	07707-107366-01-1 3.7.25	124.74
91000-53002000-72440000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Lab & X-Ray-No Value-No Value-No Value	9331	Clini*****b	250002507	15028013125	24.00
				250002508	15028123124	30.00
91000-53002100-71025000-00000-0000-000000	Health \- County Health District-C4 Clinic-Contract Services-No Value-No Value-No Value	97126	Athen*****	250001410	671230	131.93
91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab	16813	Hardy*****	250002468	501288	84.58

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab Administration-Health Supplies-No Value-No Value-No Value	92898	Fishe*****pany LLC	250002455	9350425	152.55
91000-536300-60600000-00000-0000-000000	Health \- County Health District-Public Health Infrastructure-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002670	373571	31.69
91000-539000-60380000-00000-0000-000000	Health \- County Health District-Tuberculosis-Health Supplies-No Value-No Value-No Value	93814	Henry*****	250002471	37565382	262.92
91000-539000-72440000-00000-0000-000000	Health \- County Health District-Tuberculosis-Lab & X\-Ray-No Value-No Value-No Value	9331	Clini*****b	250002028	15028113024	60.00
				250002507	15028013125	72.00
				250002508	15028123124	40.00
97000-551100-69308000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Professional Fees \- Other\CSCD-No Value-No Value-No Value	19886	Lexis*****ions	240004831	1100104205	50.00
		96636	Embas*****& Storage LLC	240004833	0042487	140.00
97000-551100-69309000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Security Services-No Value-No Value-No Value	102351	TNT S*****s LLC	240004858	6585	9,616.29
97000-551100-69400000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Office Supplies\CSCD-No Value-No Value-No Value	101300	Sandy*****	250002626	1880	762.00
<b>Grand Total</b>						<b>2,383,038.77</b>



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Acknowledgement of the 2024 Annual Report for the Brazos Valley Groundwater Conservation District.

TO: Commissioners Court

DATE: 03/12/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[2024 Brazos Valley Groundwater Conservation District Annual Report.pdf](#)

2024 Brazos Valley Groundwater Annual Report

Cover Memo

[BVGWD 2024 Annual Report - Summarized.pdf](#)

BVGWD Annual Report - Summarized

Cover Memo

# **BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT**



## **2024 ANNUAL REPORT**

**TO**

**BVGCD BOARD OF DIRECTORS**

**ON**

**ATTAINMENT OF MANAGEMENT PLAN OBJECTIVES**

**1. Providing For the Most Efficient Use of Groundwater:**

**1a. Objective** – Require all existing and new non-exempt wells constructed within the boundaries of the District to be permitted by the District and operated in accordance with District Rules. In addition, the District will encourage all exempt wells constructed within the District boundaries to be registered with the District.

**1a. Performance Standard** – The number of exempt and permitted wells registered within the District will be reported annually in the District’s Annual Report submitted to the Board of Directors of the District.

**1a. Performance Measurement** – A total of 7 new non-exempt wells were permitted during 2024. The District registered 269 exempt wells (81 in Brazos County, 163 in Robertson County, 25 oil and gas rig supply) in both counties combined. Totals for all existing wells ending 2024:

**Domestic/Livestock (Exempt) – 4,945**

**Gas & Oil (Exempt) – 1,338**

**Historic Use (Permitted) – 611**

**Operating (Permitted) – 185**

**Drilling/Operating (Permitted) - 297**



**1b. Objective** – Regulate the production of groundwater by permitting wells within the District’s boundaries based on beneficial use and in accordance with District Rules. Each year the District will accept and process applications for the permitted use of groundwater in the District, in accordance with the permitting process established by District Rules. The District will regulate the production of groundwater from permitted wells by verification of pumpage volumes using meters.

**1b. Performance Standard** –The number and type of applications made for permitted use of groundwater in the District, number and type of permits issued by the District, and amount of groundwater permitted will be included in the Annual Report given to the Board of Directors.

**1b. Performance Measurement** –

**Number of applications for permitted use (2024): 8**

**Type of applications made/permits issued**

- **Agricultural – 4/4**
- **Industrial – 3/3**
- **Multi-Use – Agricultural/Commercial/Industrial – 1/1**
- **Rural Public Water Supply – 0/0**
- **Municipal – 0/0**
- **Steam Electric – 0/0**

**2024 Permitted Water Production in Acre Feet by Aquifer/User Group  
(New Permits Issued in 2024)**

	<b>Agricultural</b>	<b>Industrial</b>	<b>Municipal/ PWS &amp; Other Uses</b>	<b>Rural Water</b>	<b>Steam Electric</b>	<b>Transport Permits Issued</b>	<b>Total Permitted Production</b>
<b>BRAA</b>	2,000.00	60.00***	-	-	-	-	2,060.00
<b>Hooper</b>	-	-	-	-	-	-	0.00
<b>Simsboro</b>	-	-	-	-	-	-	0.00
<b>Calvert Bluff</b>	-	-	310.00	-	-	-	310.00
<b>Carrizo</b>	-	-	-	-	-	-	0.00
<b>Queen City</b>	-	-	-	-	-	-	0.00
<b>Sparta</b>	-	350.00	-	-	-	-	350.00
<b>Yegua- Jackson</b>	-	40.00	-	-	-	-	40.00
<b>Gulf Coast</b>	-	-	-	-	-	-	0.00
	2,000.00	450.00	310.00	0.00	0.00	0.00	2,760.00

**\*\*\*This permit had been previously issued with historic use designation. Change of beneficial use required the reissuance of the permit without historic use classification.**

**1b. Performance Standard** – Actual annual pumpage from each metered well within the District will be reported annually and compared to the amount permitted for that well. This information will be included in the District’s Annual Report submitted to the Board of Directors of the District.

**1b. Performance Measurement** – A spreadsheet detailing the 2024 actual water production, permitted allowance, and fees for each metered well in the District are shown below:

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total 2024 Assessment
Brazos River Authority	BVHU-0246	5.30	0.0000	\$0.00
Central Texas RV Park	BVOP-0139	8.00	0.7253	\$11.52
Coomer, Melanie	BVOP-0008	1.10	0.8129	\$12.91
CSWR - Texas Utility Operating Company, LLC	BVHU-0302/BVOP-0134	40.75	0.0000	\$0.00
CSWR - Texas Utility Operating Company, LLC	BVHU-0303/BVOP-0135	80.51	34.9300	\$554.87
Robertson County WSC	BVDO-0319	529.00	0.0000	\$0.00
Robertson County WSC	BVHU-0015/BVOP-0130	259.60	243.9983	\$3,875.97
Robertson County WSC	BVHU-0016/BVOP-0131	236.40	66.2020	\$1,051.63
Robertson County WSC	BVHU-0017	70.50	0.3253	\$5.17
Robertson County WSC	BVHU-0018/BVOP-0132	134.50	135.5046	\$2,152.52
Tri-County SUD	BVDO-0188	145.51	94.1525	\$1,495.63
Tri-County SUD	BVHU-0023	119.30	56.9739	\$905.04
Tri-County SUD	BVHU-0024	84.00	5.7265	\$90.97
Twin Creek WSC	BVHU-0019	63.31	39.5979	\$629.02
Twin Creek WSC	BVHU-0020	53.06	34.8534	\$553.65
Twin Creek WSC	BVHU-0021	96.07	32.2571	\$512.41
Twin Creek WSC	BVHU-0022	25.59	30.8515	\$490.08
Undine, LLC	BVHU-0983/BVOP-0155	15.00	18.2323	\$289.62
Watson, George	BVOP-0170	1.60	0.4910	\$7.80
Wellborn SUD	BVDO-0014	1935.00	417.3196	\$6,629.22
Wellborn SUD	BVHU-0058/BVOP-0136	1153.35	362.4724	\$5,757.96
Wellborn SUD	BVDO-0284	1974.00	0.0000	\$0.00
Wellborn SUD	BVDO-0285	2139.00	0.0000	\$0.00
Wellborn SUD	BVDO-0400	1972.00	0.0000	\$0.00
Wickson Creek - Robertson	BVHU-0031	55.00	38.8421	\$617.02
<b>Rural Robertson County</b>		<b>11197.45</b>	<b>1614.2686</b>	<b>\$25,643.04</b>
Aggieland Parks, Inc.	BVDO-0279	125.00	0.0000	\$0.00
Brazos Valley Septic & Water	BVHU-0981/BVOP-0153	5.00	0.0000	\$0.00
Nasir Veerani dba Wheelock Express	BVDO-0196	1.00	0.8930	\$14.19
Undine, LLC	BVHU-0980/BVOP-0150	15.00	13.1686	\$209.19
Undine, LLC	BVHU-0982/BVOP-0151	30.00	40.1134	\$637.21
Undine, LLC	BVHU-0984/BVOP-0152	26.00	2.9799	\$47.34
Undine, LLC	BVHU-0985/BVOP-0154	26.00	25.5083	\$405.21
Wellborn SUD	BVHU-0053	278.30	406.4772	\$6,456.99
Wellborn SUD	BVHU-0054	258.13	0.0000	\$0.00
Wellborn SUD	BVHU-0055	225.87	117.7520	\$1,870.52
Wellborn SUD	BVHU-0056	225.87	129.9333	\$2,064.02
Wellborn SUD	BVHU-0057	297.125	158.3562	\$2,515.53
Wellborn SUD	BVOP-0174	125.815	0.0000	\$0.00
Wickson Creek - Brazos	BVDO-0042	700.00	644.5946	\$10,239.54
Wickson Creek - Brazos	BVDO-0142	400.00	260.7756	\$4,142.48
Wickson Creek - Brazos	BVDO-0261	1848.00	467.2448	\$7,422.29
Wickson Creek - Brazos	BVDO-0322	1879.00	0.0000	\$0.00
Wickson Creek - Brazos	BVHU-0027	518.00	452.8103	\$7,193.00
Wickson Creek - Brazos	BVHU-0028	72.00	0.0000	\$0.00
Wickson Creek - Brazos	BVHU-0029	335.00	69.5431	\$1,104.71
Wickson Creek - Brazos	BVHU-0030	591.00	389.3866	\$6,185.50
Wickson Creek - Brazos	BVOP-0048	500.00	164.2732	\$2,609.52
<b>Rural Brazos County</b>		<b>8482.11</b>	<b>3343.8103</b>	<b>\$53,117.22</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
Badgerjack Resource Holdings LP	BVDO-0323*	1161.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0324*	1742.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0325*	1742.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0326*	1532.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0327*	1162.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0328*	1170.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0329*	1170.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0330*	726.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0331*	726.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0332*	1774.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0333*	1774.00	0.0000	\$0.00
Badgerjack Resource Holdings LP	BVDO-0334*	1742.00	0.0000	\$0.00
Bremond, City of	BVHU-0412/BVOP-0145	40.00	0.0000	\$0.00
Bremond, City of	BVHU-0413/BVOP-0146	60.00	0.0030	\$0.05
Bremond, City of	BVHU-0414/BVOP-0147	84.00	25.6559	\$407.55
Bremond, City of	BVHU-0415/BVOP-0148	123.00	45.8185	\$727.84
Bremond, City of	BVHU-0416/BVOP-0149	134.00	38.1033	\$605.28
Brien, James C.	BVDO-0315*	2186.00	0.0000	\$0.00
Brien, James C.	BVDO-0316*	1929.00	0.0000	\$0.00
Burnside Investments Inc	BVDO-0403*	2323.00	0.0000	\$0.00
Burnside Investments Inc	BVDO-0404*	2323.00	0.0000	\$0.00
Burnside Investments Inc	BVDO-0405*	1678.00	0.0000	\$0.00
Burnside Investments Inc	BVDO-0406*	1807.00	0.0000	\$0.00
Burnside Investments Inc	BVDO-0407*	1058.00	0.0000	\$0.00
Calvert, City of	BVDO-0320	325.00	0.0000	\$0.00
Calvert, City of	BVOP-0010	100.00	0.0000	\$0.00
Calvert, City of	BVOP-0011	182.00	201.5860	\$3,202.24
Calvert, City of	BVOP-0012	273.00	7.9730	\$126.65
Corpora Farms	BVDO-0341*	1290.00	0.0000	\$0.00
Corpora Farms	BVDO-0342*	1370.00	0.0000	\$0.00
Corpora Farms	BVDO-0343*	2093.00	0.0000	\$0.00
Corpora Farms	BVDO-0344*	1370.00	0.0000	\$0.00
Corpora Farms	BVDO-0345*	1449.00	0.0000	\$0.00
Corpora Farms	BVDO-0346*	3542.00	0.0000	\$0.00
Corpora Farms	BVDO-0347*	1449.00	0.0000	\$0.00
Corpora Farms	BVDO-0348*	2174.00	0.0000	\$0.00
Corpora Farms	BVDO-0349*	2174.00	0.0000	\$0.00
Corpora Farms	BVDO-0350*	885.00	0.0000	\$0.00
Corpora Farms	BVDO-0351*	885.00	0.0000	\$0.00
Corpora Farms	BVDO-0352*	1288.00	0.0000	\$0.00
Corpora Farms	BVDO-0353*	1288.00	0.0000	\$0.00
Corpora Farms - Mumford	BVDO-0390*	485.00	0.0000	\$0.00
Corpora Farms - Mumford	BVDO-0391*	485.00	0.0000	\$0.00
Corpora Farms - Mumford	BVDO-0392*	485.00	0.0000	\$0.00
Corpora Farms - Mumford	BVDO-0393*	485.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0408*	2839.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0409*	2968.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0410*	1290.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0411*	1226.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0412*	1161.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0413*	1161.00	0.0000	\$0.00
Cula d'Brazos LLC	BVDO-0414*	1355.00	0.0000	\$0.00
DTB Investments	BVDO-0362*	1258.00	0.0000	\$0.00
DTB Investments	BVDO-0363*	677.00	0.0000	\$0.00
DTB Investments	BVDO-0364*	677.00	0.0000	\$0.00
DTB Investments	BVDO-0365*	1419.00	0.0000	\$0.00
DTB Investments	BVDO-0366*	1387.00	0.0000	\$0.00
DTB Investments	BVDO-0367*	1226.00	0.0000	\$0.00
DTB Investments	BVDO-0368*	968.00	0.0000	\$0.00

DTB Investments	BVDO-0369*	2542.00	0.0000	\$0.00
DTB Investments	BVDO-0370*	1290.00	0.0000	\$0.00
DTB Investments	BVDO-0371*	2710.00	0.0000	\$0.00
DTB Investments	BVDO-0372*	2839.00	0.0000	\$0.00
DTB Investments	BVDO-0373*	2452.00	0.0000	\$0.00
DTB Investments	BVDO-0374*	1936.00	0.0000	\$0.00
DTB Investments	BVDO-0375*	1290.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0377*	1484.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0378*	2581.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0379*	1097.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0380*	2065.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0381*	1419.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0382*	2065.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0383*	1807.00	0.0000	\$0.00
Ely Family Partnership	BVDO-0384*	1355.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0394*	1290.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0395*	1290.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0396*	2710.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0397*	2710.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0398*	1187.00	0.0000	\$0.00
Fazzino Investments LP	BVDO-0399*	1161.00	0.0000	\$0.00
Franklin, City of	BVDO-0054	126.00	175.1199	\$2,781.82
Franklin, City of	BVOP-0027	116.00	44.5836	\$708.22
Franklin, City of	BVOP-0028	116.00	31.1231	\$494.40
Franklin, City of	BVOP-0029	116.00	31.3048	\$497.28
Hearne, City of	BVDO-0376	325.00	0.0000	\$0.00
Hearne, City of	BVHU-0011	494.00	33.2606	\$528.35
Hearne, City of	BVHU-0012	577.00	432.4974	\$6,870.32
Hearne, City of	BVHU-0013	312.00	27.0406	\$429.55
Hearne, City of	BVHU-0014	474.00	563.4907	\$8,951.18
High Timber Resources LP	BVDO-0335*	1806.00	0.0000	\$0.00
High Timber Resources LP	BVDO-0336*	1806.00	0.0000	\$0.00
High Timber Resources LP	BVDO-0337*	2323.00	0.0000	\$0.00
High Timber Resources LP	BVDO-0338*	2323.00	0.0000	\$0.00
High Timber Resources LP	BVDO-0339*	1806.00	0.0000	\$0.00
High Timber Resources LP	BVDO-0340*	1806.00	0.0000	\$0.00
L. Wiese Moore LLC	BVDO-0401*	2000.00	0.0000	\$0.00
L. Wiese Moore LLC	BVDO-0402*	2452.00	0.0000	\$0.00
RH2O LLC	BVDO-0385*	1678.00	0.0000	\$0.00
RH2O LLC	BVDO-0386*	2194.00	0.0000	\$0.00
RH2O LLC	BVDO-0387*	1742.00	0.0000	\$0.00
RH2O LLC	BVDO-0388*	1484.00	0.0000	\$0.00
RH2O LLC	BVDO-0389*	1032.00	0.0000	\$0.00
Skiles, Clifford III (Trey)	BVDO-0317*	2100.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0254*	4839.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0255*	5322.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0256*	5322.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0292*	4068.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0293*	2001.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0294*	2776.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0295*	3164.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0296*	1937.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0297*	3099.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0298*	2905.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0299*	1937.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0300*	2195.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0301*	2260.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0302*	3680.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0303*	1937.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0304*	2557.00	0.0000	\$0.00
<b>Municipal Robertson</b>		<b>192342.00</b>	<b>1657.5603 \$</b>	<b>26,330.74</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total 2024 Assessment
Bryan, City of	BVDO-0003	4838.00	2968.6268	\$47,157.34
Bryan, City of	BVDO-0354	2863.00	0.0000	\$0.00
Bryan, City of	BVDO-0355	3035.00	0.0000	\$0.00
Bryan, City of	BVDO-0356	5000.00	0.0000	\$0.00
Bryan, City of	BVDO-0357	3306.00	0.0000	\$0.00
Bryan, City of	BVHU-0001	716.00	0.0000	\$0.00
Bryan, City of	BVHU-0002	686.00	0.0000	\$0.00
Bryan, City of	BVHU-0003	2286.54	2.8663	\$45.53
Bryan, City of	BVHU-0004	1413.53	372.3266	\$5,914.50
Bryan, City of	BVHU-0005	3020.04	1728.7503	\$27,461.61
Bryan, City of	BVHU-0006	3784.56	2966.9573	\$47,130.82
Bryan, City of	BVHU-0007	3492.51	2862.3604	\$45,469.27
Bryan, City of	BVHU-0008	3841.55	3559.8832	\$56,549.59
Bryan, City of	BVHU-0009	3297.04	2772.2088	\$44,037.19
Bryan, City of	BVHU-0010	3460.72	3084.5294	\$48,998.48
Bryan, City of	BVHU-0041	2703.70	175.9976	\$2,795.76
College Station, City of	BVDO-0001	1290.00	78.2015	\$1,242.25
College Station, City of	BVDO-0002	1290.00	154.6609	\$2,456.82
College Station, City of	BVDO-0013	4839.00	2949.2091	\$46,848.88
College Station, City of	BVDO-0053	2390.00	2242.5096	\$35,622.80
College Station, City of	BVDO-0152	2855.00	1724.9437	\$27,401.14
College Station, City of	BVDO-0359	1903.00	0.0000	\$0.00
College Station, City of	BVDO-0360	1631.00	0.0000	\$0.00
College Station, City of	BVDO-0361	1531.00	0.0000	\$0.00
College Station, City of	BVHU-0038	2423.00	810.4342	\$12,873.94
College Station, City of	BVHU-0039	2386.00	1885.5717	\$29,952.75
College Station, City of	BVHU-0040	2381.00	1601.9873	\$25,447.95
College Station, City of	BVHU-0042	2726.00	1644.6133	\$26,125.07
College Station, City of	BVHU-0043	2792.00	2329.5233	\$37,005.03
Texas A&M University	BVHU-0450	789.68	0.0000	\$0.00
Texas A&M University	BVHU-0451	753.53	607.2223	\$9,645.87
Texas A&M University	BVHU-0452	235.43	336.8472	\$5,350.90
Texas A&M University	BVHU-0453	745.88	679.6695	\$10,796.71
Texas A&M University	BVHU-0454	2337.14	1198.6399	\$19,040.68
Texas A&M University	BVHU-0455	2864.00	1672.6111	\$26,569.82
Texas A&M University	BVHU-0456	2444.77	1212.5603	\$19,261.81
Texas A&M University	BVOP-0003	185.00	238.1214	\$3,782.61
Texas A&M University	BVOP-0004	282.00	36.0950	\$573.38
Texas A&M University	BVOP-0005	523.00	122.0665	\$1,939.06
<b>Municipal Brazos</b>		<b>89341.62</b>	<b>42019.9946</b>	<b>\$667,497.54</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
BBL Operating	BVDO-0278	25.00	3.8670	\$61.43
Calvert Country Club	BVOP-0051	7.52	0.0030	\$0.05
Calvert Country Club	BVOP-0052	35.12	0.0764	\$1.21
Calvert Country Club	BVOP-0053	35.11	0.0050	\$0.08
Circle X Camp Cooley Ranch, Ltd.	BVDO-0250*	3226.00	252.2453	\$4,006.98
Circle X Land & Cattle (SynFuels)	BVDO-0039	40.00	0.0000	\$0.00
Comstock Resources	BVOP-0137	125.00	0.0000	\$0.00
Comstock Resources	BVOP-0138	125.00	0.0000	\$0.00
Energy Transfer - Franklin	BVDO-0038	3.30	0.0000	\$0.00
Energy Transfer - Heame	BVOP-0200	2.00	0.0000	\$0.00
Franklin ISD	BVDO-0056	65.00	4.1960	\$66.65
Franklin ISD (The Ranch)	BVDO-0119	141.00	17.8517	\$283.58
Hilcorp Energy Company	BVOP-0212	25.00	0.2085	\$3.31
Hilcorp Energy Company	BVOP-0213	25.00	6.1602	\$97.86
Hilcorp Energy Company	BVOP-0214	25.00	2.1345	\$33.91
Luminant Mining Company - Kosse	BVOP-0317	50.00	4.0531	\$64.38
Luminant Mining Company - Kosse	BVOP-0318	65.00	0.0000	\$0.00
Luminant Mining Company - Bremond	BVDO-0305	150.00	7.4561	\$118.44
Luminant Mining Company - Bremond	BVDO-0306	65.00	0.0036	\$0.06
Major Oak Power, LLC	BVHU-0044	8.10	2.8456	\$45.20
Major Oak Power, LLC	BVOP-0144*	300.00	42.2420	\$671.02
Neff, Charles	BVDO-0032	32.20	0.0000	\$0.00
Oak Grove Country Club	BVOP-0049	51.00	16.4020	\$260.55
Sanderson Farms, Inc. - Robertson	BVHU-0026/BVOP-0133	56.00	0.0000	\$0.00
Sanderson Farms, Inc. - Robertson	BVDO-0269	0.00	38.7969	\$616.30
Travis Materials Land Company	BVOP-0323	60.00	0.5751	\$9.14
Union Pacific Railroad	BVOP-0230	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0231	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0232	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0233	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0234	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0235	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0236	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0237	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0238	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0264	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0284	150.00	0.0000	\$0.00
Union Pacific Railroad	BVOP-0285	150.00	0.0000	\$0.00
UW Brazos Valley Farm, LLC	BVDO-0136	750.00	0.0000	\$0.00
<b>Industrial Robertson</b>		<b>7292.35</b>	<b>399.1221</b>	<b>\$6,340.15</b>



Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
1980 Phillips Group, LLC	BVHU-0069	154.60	98.4513	\$1,563.92
A&M Church of Christ	BVOP-0299	26.00	2.8430	\$45.16
BC Siena Homeowners Association	BVDO-0081	5.00	8.4920	\$134.90
Biocorridor Property Owners Association	BVOP-0301	69.35	0.0020	\$0.03
BioXRG	BVDO-0422	40.00	0.0000	\$0.00
Brooks, James M. (GEO 3)	BVDO-0099	20.00	15.5000	\$246.22
Bryan Texas Utilities	BVHU-0154	177.44	46.7801	\$743.11
CRQ Ventures, LLC	BVDO-0275	200.00	9.7856	\$155.45
City of Bryan	BVDO-0286	250.00	0.0000	\$0.00
City of Bryan	BVDO-0287	250.00	0.0000	\$0.00
Columbus Pacific Properties	BVDO-0124	22.00	0.0000	\$0.00
Cotrone, Charles	BVOP-0278*	100.00	12.1710	\$193.34
Cotrone, Charles	BVOP-0279*	100.00	0.0050	\$0.08
Indian Lake Homeowners Association	BVOP-0300	96.00	0.0000	\$0.00
Junction College Station ART.UP, LLC	BVDO-0201	22.00	0.0000	\$0.00
Melvin Estate	BVOP-0182*	110.00	0.0000	\$0.00
Miremont One Golf Course	BVDO-0420	350.00	0.0000	\$0.00
Miremont One Golf Course	BVOP-0024	78.85	270.4841	\$4,296.70
Miremont One Golf Course	BVOP-0025	224.28	104.6438	\$1,662.29
Miremont One Golf Course	BVOP-0026	432.74	173.7414	\$2,759.92
Mission Ranch Community Association, Inc.	BVDO-0239	88.00	30.5780	\$485.74
Mission Ranch Community Association, Inc.	BVOP-0294	45.00	0.0000	\$0.00
OGC CNO JV, LLC	BVDO-0260	150.00	0.0020	\$0.03
Opersteny, Steve	BVHU-0457	530.00	0.0000	\$0.00
Price, David	BVOP-0173	19.36	0.0000	\$0.00
Pyhrr, Walter (Fortex Grass)	BVDO-0019	1.00	0.9138	\$14.52
Sanderson Farms, Inc. - Brazos	BVDO-0140	0.00	0.0000	\$0.00
Sanderson Farms, Inc. - Brazos	BVHU-0025	2057.00	1332.7595	\$21,171.20
Smith, Carey D.	BVDO-0215	25.00	9.5800	\$152.18
Smith, Carey D.	BVOP-0297	58.00	3.1640	\$50.26
Smith, Carey D.	BVOP-0298	30.60	3.9040	\$62.02
Texas A&M University- Aggie Park	BVDO-0307	55.00	8.4253	\$133.84
Texas A&M University (Rellis)	BVDO-0117	150.00	0.0000	\$0.00
Texas A&M University (Rellis)	BVOP-0158	32.00	0.0000	\$0.00
Texas A&M University (Rellis)	BVOP-0277	150.00	0.0000	\$0.00
Traditions Club Bryan, LP	BVOP-0302	129.00	0.0010	\$0.02
Wildfire Energy LLC	BVDO-0212	150.00	0.0000	\$0.00
Wildfire Energy LLC	BVDO-0213	150.00	0.0000	\$0.00
Wildfire Energy LLC	BVDO-0223	150.00	0.0000	\$0.00
Wildfire Energy LLC	BVDO-0224	150.00	0.0000	\$0.00
Wildfire Energy LLC	BVDO-0231	150.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0176	100.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0184	80.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0185	120.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0186	200.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0269	150.00	13.6890	\$217.45
Wildfire Energy LLC	BVOP-0270	150.00	11.8120	\$187.64
Wildfire Energy LLC	BVOP-0271	150.00	13.3480	\$212.04
Wildfire Energy LLC	BVOP-0272	150.00	9.6470	\$153.24
Wildfire Energy LLC	BVOP-0291	120.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0292	120.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0304	40.00	0.0000	\$0.00
Wildfire Energy LLC	BVOP-0305	40.00	0.0000	\$0.00
<b>Industrial Brazos</b>		<b>8418.22</b>	<b>2180.7229</b>	<b>\$34,641.30</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
10786 Vaughn Agricultural, LLC	BVHU-1070	600.00	2.8610	\$0.57
10786 Vaughn Agricultural, LLC	BVHU-1071	600.00	108.3160	\$21.39
10786 Vaughn Agricultural, LLC	BVOP-0322	200.00	2.9460	\$0.58
Brien, James C.	BVDO-0134*	542.00	85.3320	\$16.85
Bumpurs, Jacob	BVDO-0234	10.00	0.2030	\$0.04
Bumpurs, Jacob	BVDO-0235	10.00	0.1110	\$0.02
Bumpurs, Jacob	BVDO-0236	10.00	0.0000	\$0.00
Burnett, David	BVDO-0009	242.00	0.0000	\$0.00
Carpenter, Dale	BVDO-0100	117.00	0.0000	\$0.00
Carpenter, Dale	BVDO-0241	50.00	0.0000	\$0.00
Carpenter, Dale	BVDO-0242	50.00	7.9711	\$1.57
Carpenter, Dale	BVDO-0251	95.00	4.2897	\$0.85
Carpenter, Dale	BVDO-0277	120.00	18.7415	\$3.70
Circle X Camp Cooley Ranch, Ltd.	BVDO-0026	110.00	0.8150	\$0.16
Circle X Camp Cooley Ranch, Ltd.	BVDO-0248*	3226.00	2.6360	\$0.52
Circle X Camp Cooley Ranch, Ltd.	BVDO-0249*	3226.00	0.0000	\$0.00
Circle X Camp Cooley Ranch, Ltd.	BVOP-0001	310.00	1.1641	\$0.23
Circle X Land & Cattle	BVHU-0433*	280.00	0.0000	\$0.00
Circle X Land & Cattle	BVHU-0435*	2800.00	664.8744	\$131.31
Conn, Larry	BVDO-0018	35.00	11.2260	\$2.22
Conn, Larry	BVDO-0046	35.00	9.2070	\$1.82
Conn, Larry	BVOP-0094	35.00	0.0000	\$0.00
Dalat Poultry Farm, LLC	BVDO-0185	35.00	0.0000	\$0.00
Dang, Andy	BVDO-0264	30.00	0.0000	\$0.00
Dang, Andy	BVDO-0265	30.00	8.1320	\$1.61
Dang, Andy	BVDO-0266	30.00	0.0000	\$0.00
Dang, Andy	BVDO-0267	30.00	1.5300	\$0.30
Dang, Andy	BVDO-0358	20.00	0.0000	\$0.00
Dover, Danny	BVOP-0295	150.00	0.0000	\$0.00
Dover, Danny	BVOP-0296	100.00	0.0000	\$0.00
Epps, Frank N	BVOP-0047	30.00	0.0380	\$0.01
Fagan, James	BVDO-0098	99.00	0.0000	\$0.00
Fazzino, Lee Jr.	BVHU-1025	560.00	0.0000	\$0.00
Gregurek, Edward L.	BVDO-0037	26.00	0.0000	\$0.00
John Farm (Nguyen)	BVDO-0262	30.00	22.1880	\$4.38
John Farm (Nguyen)	BVDO-0263	30.00	5.5680	\$1.10
Johnson, James H.	BVDO-0308	100.00	21.0314	\$4.15
Liere Dairy	BVDO-0118	720.00	2.2593	\$0.45
Liere Dairy	BVHU-1101	254.00	5.7142	\$1.13
Liere Dairy	BVHU-1102	720.00	46.0330	\$9.09
Lockhart, Bart	BVHU-0142	160.00	3.9120	\$0.77
Luminant Mining Company - Kosse Mine	BVDO-0291	80.65	17.5721	\$3.47
Luu, James	BVDO-0314	20.00	2.2350	\$0.44
Mancuso, Vince	BVOP-0315	399.00	0.0000	\$0.00
Michael Jimmy /Farm, LLC	BVDO-0288	30.00	7.2900	\$1.44
Michael Jimmy /Farm, LLC	BVDO-0289	30.00	0.2050	\$0.04
Neal, Murray	BVDO-0102	24.00	0.0000	\$0.00
Phan, Andrew	BVDO-0268	50.00	0.0000	\$0.00
Quinn & Son Poultry, LLC	BVDO-0244	10.00	0.0740	\$0.01
Quinn & Son Poultry, LLC	BVDO-0245	10.00	3.5310	\$0.70
Rampy, Ty	BVOP-0017	125.00	125.0000	\$24.69
Rampy, Ty	BVOP-0018	125.00	125.0000	\$24.69
Reistino, Maria L. Estate	BVDO-0092	894.00	115.8400	\$22.88
Rolke Ranch	BVHU-0143	45.00	0.0000	\$0.00
Rolke Ranch	BVHU-0144	15.00	0.0000	\$0.00
Rolke Ranch	BVHU-0145	30.00	0.0000	\$0.00
Rolke Ranch	BVHU-0146	45.00	0.0000	\$0.00
Ryan/Sloat	BVDO-0055*	600.00	96.3600	\$19.03
Ryan/Sloat	BVDO-0090*	600.00	66.6600	\$13.17
Ryan/Sloat	BVDO-0091*	700.00	74.6200	\$14.74

Skiles, Clifford III (Trey)	BVDO-0108*	2700.00	0.0000	\$0.00
Smitherman, Robert	BVDO-0172	30.00	0.0000	\$0.00
Smitherman, Robert	BVDO-0173	30.00	0.0000	\$0.00
Smitherman, Robert	BVDO-0174	30.00	0.0000	\$0.00
Smitherman, Robert	BVDO-0214	30.00	0.0000	\$0.00
Stratta, Joe A.	BVDO-0276*	218.00	0.0000	\$0.00
TB Poultry Farm LLC	BVDO-0147	30.00	0.0000	\$0.00
TB Poultry Farm LLC	BVDO-0148	30.00	18.8330	\$3.72
TB Poultry Farm LLC	BVDO-0149	30.00	1.2770	\$0.25
Tran, James Le	BVDO-0208	30.00	12.3900	\$2.45
Tran, James Le	BVDO-0209	30.00	8.5030	\$1.68
Tran, James Le	BVDO-0210	30.00	5.1820	\$1.02
Turner, Tom	BVDO-0247	40.00	23.4780	\$4.64
UW Brazos Valley Farm, LLC	BVHU-1058/BVDO-0111	20770.00	85.0840	\$16.80
VLI Poultry Farm, LLC	BVDO-0227	30.00	14.2730	\$2.82
Watson, Richard	BVDO-0115	54.50	54.5000	\$10.76
Wright, Larry	BVOP-0156	99.00	13.3290	\$2.63
<b>Agricultural - Robertson</b>		<b>43901.15</b>	<b>1908.3358</b>	<b>\$376.90</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
Cumberland, Miles & William	BVDO-0153	74.00	0.0000	\$0.00
Dawson, Daniel	BVDO-0052	19.00	0.0036	\$0.00
Forsthoff, Robert G.	BVHU-0502	20.00	0.0000	\$0.00
Forsthoff, Robert G.	BVHU-0503	20.00	0.0000	\$0.00
Forsthoff, Robert G.	BVHU-0504	20.00	0.0000	\$0.00
Greenwood, Kyle	BVDO-0123	60.00	0.0061	\$0.00
Inguran, LLC dba Sexing Technology	BVDO-0126	280.00	111.5540	\$22.03
JFB Holdings, LLC	BVDO-0113	120.00	0.0000	\$0.00
Lampe, Michael	BVHU-0152	22.40	6.1380	\$1.21
Lampe, Michael	BVHU-0153	22.40	6.1380	\$1.21
Lampe, Michael	BVOP-0275	22.40	6.1380	\$1.21
Lampe, Michael	BVOP-0276	22.40	6.1380	\$1.21
Martin, William	BVDO-0218	150.00	0.0000	\$0.00
Martin, William	BVDO-0219	150.00	0.0000	\$0.00
McGuire, Charles	BVDO-0122	100.00	78.2015	\$15.44
Melvin Estate	BVOP-0183*	165.00	0.0000	\$0.00
Messina Hoff Winery	BVDO-0075	80.00	0.8182	\$0.16
Messina Hoff Winery	BVHU-0077A	4.30	1.5203	\$0.30
Midwest Poultry Services, LP	BVDO-0280	242.00	2.3963	\$0.47
Midwest Poultry Services, LP	BVDO-0281	242.00	0.4478	\$0.09
Midwest Poultry Services, LP	BVDO-0282	161.30	10.9883	\$2.17
Midwest Poultry Services, LP	BVDO-0415	242.00	0.0000	\$0.00
Midwest Poultry Services, LP	BVOP-0316	187.00	13.1304	\$2.59
Relyea, Tim	BVOP-0274	40.00	25.1066	\$4.96
Ruffino, Preston J. III	BVOP-0159	111.00	0.0000	\$0.00
Scasta, Robert Lee	BVOP-0157	60.00	0.0000	\$0.00
Sewell, Collin (Sharp)	BVDO-0156*	200.00	0.0060	\$0.00
Smith, Carey D.	BVDO-0240	100.00	0.0000	\$0.00
Wall, Jerry	BVOP-0164*	100.00	6.8260	\$1.35
Wall, Jim	BVDO-0150*	200.00	0.0060	\$0.00
<b>Agricultural - Brazos</b>		<b>3237.20</b>	<b>275.5632</b>	<b>\$54.42</b>

Name	Permit #	Permitted Amount	Water Prod. 2024 in ac/ft	Total Assessment
Oak Grove Management Co., LLC	BVDO-0031**	537.00	0.8150	\$0.25
Oak Grove Management Co., LLC	BVOP-0020**	274.00	2.6360	\$0.82
Major Oak Power, LLC	BVHU-0045**	2887.00	726.8635	\$225.33
Major Oak Power, LLC	BVHU-0046**	2508.00	2420.9035	\$750.48
Major Oak Power, LLC	BVHU-0047**	2116.00	1195.1468	\$370.50
<b>Steam Electric - Robertson</b>		<b>8322.00</b>	<b>4346.3648</b>	<b>\$1,347.37</b>
<b>Grand Total</b>		<b>736746.20</b>	<b>57745.7427</b>	<b>\$815,348.67</b>
▪ Dual or multi-use permits				
** Steam Electric permits				

1c. **Objective** – Conduct ongoing monitoring of the aquifers underlying the District and the current groundwater production within the District, and then assess the available groundwater that can be produced from each aquifer within the District after sufficient data are collected and evaluated. Using this data and information developed for GMA 12, the District will re-evaluate availability goals as necessary and will permit wells in accordance with the appropriate production goals.

1c. **Performance Standard** – The District will conduct the appropriate studies to identify the issues and criteria needed to address groundwater management needs within the District’s boundaries. Groundwater availability goals will take into consideration the GMA 12 planning and research of the hydro-geologic and geologic characteristics of the aquifers, which may include, but not necessarily be limited to, the amount of water use, water quality, and water level declines.

1c. **Performance Measurement** – 223 wells are now being monitored across the District encompassing all aquifers. Of that number, 149 lie over the Carrizo-Wilcox group, 74 over the Brazos River Alluvium, Queen City, Sparta, and Yegua-Jackson. The total number of readings for all designated monitoring wells during 2024 was 542. A comparison with previous years shows the well monitoring program remains robust and the most effective method to ascertain aquifer levels in relationship to the desired future conditions.

- 2024 – 223 wells in the network | 542 measurements
- 2023 – 222 wells in the network | 691 measurements
- 2022 – 195 wells in the network | 460 measurements
- 2021 – 167 wells in the network | 416 measurements
- 2020 – 167 wells in the network | 511 measurements
- 2019 – 161 wells in the network | 324 measurements
- 2018 – 158 wells in the network | 357 measurements
- 2017 – 158 wells in the network | 524 measurements

The fourth round of Desired Future Condition (DFC) planning featured an updated Central Queen City-Sparta/Carrizo-Wilcox Groundwater Availability Model (GAM) approved for use by the Texas Water Development Board (TWDB) in December 2018. The update was a cooperative effort by GMA 12 members and the TWDB. The update focused on better definition of faulting and fault impacts, surface/groundwater interaction along the Brazos and Colorado River basins, and improved definition of interaction between aquifers.

DFC planning for 2026 began in the latter part of 2022 following the adoption of the final adoption of the 2021 DFCs. The Sparta/Queen City/Carrizo-Wilcox GAM is being used for all aquifers except the Brazos River Alluvium and Yegua-Jackson aquifers. The latter have independently approved GAMs will be sourced for DFC determination.

The Board has yet to determine relevancy of the Brazos River Alluvium Aquifer (BRAA) for the 2026 round of DFC planning. The BRAA was declared relevant for the past two (2) DFC planning rounds.

The Yegua-Jackson Aquifer was provided one (1) DFC during the previous (2021) planning round. The board will determine whether it is prudent to continue this treatment for the fourth round of planning. Using one value for this aquifer complex would mimic our GMA 12 partners' expression of Yegua-Jackson DFCs.

The Gulf Coast Aquifer occurs in the very southern part of Brazos County under about 1.3 percent of the Brazos Valley Groundwater Conservation District area that encompasses Brazos and Robertson counties. The aquifer provides small amounts of water to a limited number of wells no greater than 250 feet deep. Its contribution to the overall groundwater supply within the Brazos Valley Groundwater Conservation District is de minimis. This aquifer was declared non-relevant for the 2021 DFC planning process. The board will make the determination of relevancy during 2025.

The DFCs adopted in November 2021 during the GMA 12 planning process and the artesian head decline within each aquifer are:

<b>Aquifer</b>	<b>DFCs ft drawdown (2000-2070)</b>	<b>Artesian Head Decline (2000-2024)</b>
<b>HOOPER</b>	<b>167'</b>	<b>11'</b>
<b>SIMSBORO</b>	<b>262'</b>	<b>66'</b>
<b>CALVERT BLUFF</b>	<b>111'</b>	<b>No Change</b>
<b>CARRIZO</b>	<b>84'</b>	<b>13'</b>
<b>QUEEN CITY</b>	<b>44'</b>	<b>No Change</b>
<b>SPARTA</b>	<b>53'</b>	<b>17'</b>
<b>YEGUA-JACKSON</b>	<b>67'</b>	<b>+7'</b>
<b>BRAZOS RIVER ALLUVIUM</b>	<b>≥ 30% - N of Hwy 21 ≥ 40% - S of Hwy 21</b>	<b>64%</b>

Following static water level measurements taken during January-April each year, calculations are made to determine if the District remains in compliance with the DFCs, calculates the artesian head decline trend line for each quarter, and determines if any management strategies need to be implemented on a given aquifer. The District is in compliance with the DFCs set for the all managed aquifers within the boundaries of the District.

**1c. Performance Standard** – A progress report on the work of the District regarding the groundwater availability will be written annually, as substantial additional data are developed. The progress report will be included in the annual report to the District Board of Directors.

**1c. Performance Measurement** – The Brazos Valley Groundwater Conservation District (BVGCD) has inventoried pumping of permit holders for several years. Obtaining accurate data regarding the quantity of groundwater pumped is an important effort with data collected on a monthly or annual basis.



**Water-level data are collected from a water-level monitoring network to evaluate changes that occur throughout the year or over several years in response to variations in groundwater pumping. Data continues to be collected and utilized as overall groundwater availability within the BVGCD is evaluated. Data collected has and will be utilized in the GMA 12 regional water planning effort. During the current DFC planning process, revised estimates of groundwater availability were developed based on the review of the groundwater pumping and well water-level data being collected and evaluated. Results from the BVGCD's efforts also provide data for the Texas Water Development Board (TWDB) regional groundwater availability model used as a water resource planning tool.**

**From 2007 through 2024, GMA 12, composed of five groundwater districts, participated in the process of developing DFCs. During that time, the BVGCD enhanced its inventory of groundwater pumping data and initiated a robust program of water-level monitoring to provide data for continued evaluation of groundwater resources. The collection of water-level monitoring data by the BVGCD began during the late 2010. Data before that time, a limited water-level data set was collected by the TWDB.**

**As part of the GMA 12 effort, estimates of Modeled Available Groundwater (MAG) were developed in late 2021 by the TWDB based on the adopted DFCs. The current estimates of MAG within the BVGCD are given in Table 1. The Board declared the Brazos River Alluvium Aquifer relevant for the 2021 DFC planning process.**

**Table 1. Estimates of Groundwater Availability (2021)**

<b>Aquifer</b>	<b>Modeled Available Groundwater, ac-ft/yr</b>
<b>Carrizo</b>	<b>5,499</b>
<b>Queen City</b>	<b>1,269</b>
<b>Simsboro</b>	<b>147,245</b>
<b>Calvert Bluff</b>	<b>1,725</b>
<b>Hooper</b>	<b>2,139</b>
<b>Sparta</b>	<b>13,402</b>
<b>Yegua-Jackson</b>	<b>7,091</b>
<b>Brazos River Alluvium</b>	<b>130,657</b>

**Table 2. Metered Groundwater Pumping, ac-ft/yr**

<b>Aquifer</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Carrizo</b>	<b>992.40</b>	<b>1,061.68</b>	<b>955.61</b>	<b>1,575.09</b>	<b>1,079.16</b>	<b>1,045.97</b>
<b>Queen City</b>	<b>400.88</b>	<b>102.62</b>	<b>45.30</b>	<b>92.83</b>	<b>133.83</b>	<b>91.19</b>
<b>Simsboro</b>	<b>50,528.07</b>	<b>53,163.83</b>	<b>51,127.64</b>	<b>58,313.28</b>	<b>54,630.15</b>	<b>51,750.52</b>
<b>Calvert Bluff</b>	<b>176.89</b>	<b>230.45</b>	<b>242.33</b>	<b>250.82</b>	<b>339.63</b>	<b>200.88</b>
<b>Hooper</b>	<b>699.98</b>	<b>745.86</b>	<b>918.22</b>	<b>1,044.94</b>	<b>1,077.52</b>	<b>1,078.64</b>
<b>Sparta</b>	<b>3,869.64</b>	<b>3,389.46</b>	<b>3,161.20</b>	<b>4,308.08</b>	<b>3,955.31</b>	<b>3,168.50</b>
<b>Yegua-Jackson</b>	<b>1,278.11</b>	<b>1,253.18</b>	<b>948.24</b>	<b>1,260.70</b>	<b>1,104.59</b>	<b>1,087.59</b>
<b>Brazos River Alluvium</b>	<b>74.53</b>	<b>66.82</b>	<b>32.97</b>	<b>30.20</b>	<b>22.03</b>	<b>12.75</b>

**Water-Level Monitoring Data for 2009-2024**

As groundwater pumping occurs within and outside of the BVGCD, water levels are measured in wells screening the aquifers to evaluate their response to continuing pumping. The TWDB has had a program of measuring water levels in certain wells within the BVGCD for decades. With that program, water levels were measured in about 21 wells on an annual basis. In 2009, the BVGCD also began measuring water levels in five (5) additional wells screening sands of the Simsboro Aquifer. By 2016, the water level measuring effort has blossomed to 158 wells covering all managed District aquifers.

**During 2015, the monitoring wells network emphasis was adding wells in the unconfined portions of the aquifers. A high level of importance was placed on locating unconfined wells in the Hooper and Simsboro aquifers. Several were also located in both the Calvert Bluff and Queen City aquifers. District staff continues to search for wells, both confined and unconfined, in the Sparta and Carrizo aquifers. Some wells were taken out of the monitoring network due to their close proximity to other monitoring wells in the same aquifer with more historical measurement data.**

**Measurement of water levels in monitoring wells took a significant turn during 2016. A rigid measurement protocol was developed and adopted by the Board of Directors in August 2016 placing strong emphasis on quality of data collected. Wells with storied historical data were given preferential placement in the data collection program. Multiple wells in close proximity and screening the same aquifer were evaluated with some being retired from the network. Others were deleted because of the inability to meet the strict protocol established by the Board. Newly identified wells this historical data were evaluated and incorporated into the program.**

**Several improvements to the well measurement network were made beginning mid-2016 and throughout 2017. The improvements included:**

- Removal of wells with little or no historical measurements**
- Removal of wells that were difficult to obtain consistently accurate measurements**
- Addition of new wells with areal distribution more properly suited to long-term measuring across the District and within aquifers.**
- Reconciliation of the screened geologic zone for each of the wells being measured**

**2022 & 2023 were extraordinarily hot and dry years resulting in extremely dry summer conditions and a corresponding increase in pumping from the Simsboro Aquifer district-wide. Most notable was a significant decrease in artesian pressure in Simsboro wells located within a ten-mile radius of the intersection of FM 1644 and Providence Road.**

**Precipitous drops were seen in wells located in the Brazos River Bottom, in and around both Hearne and Calvert, and both east and north of Calvert.**

**District staff began measuring the effect of pumping in the described zone July 7, 2022 and continued until all Simboro agricultural pumping ended (mid-November 2022). Staff obtained 102 measurements, most of which occur by October 1, 2022, to ascertain the magnitude of artesian reduction during that period as well as the rate of recovery once all agricultural pumping had ceased. Static water levels in Simsboro wells recovered up until onset of both agricultural and municipal irrigation pumping began in early June 2023. District staff continued to aggressively monitor Simsboro Aquifer water levels prior to, during, and after high level of production occurred. By the end of 2023, an additional 446 water level measurements have been obtained above and beyond the normal Simsboro measurements taken quarterly. This data will be used to better define the effects of pumping locally.**

**A list of Simsboro wells with the potential of significant impact from predicted pumping related to permitted production wells has been compiled and verification of the screened aquifer commenced in mid-October 2022. The verification process is still unfolding and will hopefully be completed by mid-2025. Additional wells were and are being added to the listing throughout 2024 in an attempt to identify every Simsboro well within the boundaries of the District. A total of 542 measurements from designated monitoring wells were obtained during 2024.**

**Board members at each permit hearing and board meeting are provided a table listing the modeled available groundwater assessed for each aquifer, the amount of water permitted in each aquifer or aquifer subdivision, and the amount of water pumped from each aquifer beginning in 2009 and extending through 2024.**

2. **Controlling and Preventing Waste of Groundwater:**

**2a. Objective** – Apply a water use fee to the permitted use of groundwater in the District to encourage conservation-oriented use of the groundwater resources to eliminate or reduce waste.

**2a. Performance Standard** – Each year the District will apply a water use fee to the non-exempt permitted use of groundwater produced within the District pursuant to District rules. The amount of fees generated, and the amount of water produced for each type of permitted use will be a part of the Annual Report presented to the District Board of Directors.

**2a. Performance Measurement** – During 2024, water production within the District generated total fees of \$834,710.59. The amount generated and actual water production for each permit type is listed below.

<u>Type of Permit</u>	<u>Fees Generated</u>	<u>Water Used</u>
Agricultural (metered)	\$416.99	2,111.24 ac ft.
Agricultural (non-metered)	\$19,139.97	*96,911.23 ac ft.
Industrial	\$40,981.45	2,579.85 ac ft.
Municipal Water Supply	\$693,828.28	43,677.55 ac ft.
Rural Water Supply	\$78,760.25	4,958.08 ac ft.
Steam Electric	\$1,583.65	5,109.22 ac ft.
Water Transported	\$0.00	0.00 ac ft.
<b>Fees Generated (2024)</b>	<b>\$834,710.59</b>	

\*Unmetered agricultural irrigation permits are charged fees for the full permitted amount. The only metered production reported in the Brazos River Alluvium Aquifer is from wells permitted for other than agricultural use.

**2b. Objective** – Evaluate District rules annually to determine whether any amendments are necessary to decrease the amount of waste within the District.

**2b. Performance Standard** – The District will include a discussion of the annual evaluation of the District Rules, and the determination of whether any amendments to the rules are necessary to prevent the waste of groundwater in the Annual Report of the District provided to the Board of Directors.

**2b. Performance Measurement** – The entire BVGCD board met July 11, 2024 to review the District Rules and determine if revisions needed to be. Directors considered suggestions by District staff to:

- **Extend notice of public permit hearing beyond ten (10) days**
- **Ability of staff to change the places of public permit hearings**
- **Extend ability of the public to file written notice of intent to contest a permit up until one (1) day prior to the hearing**
- **Definition of an administratively complete permit application**
- **Production meter calibration protocol**
- **Well Assistance Agreement approved by the Board of Directors October 20, 2022 as prescribed by the approved production permits issued**
- **Various suggestions related to the formula currently used to the allowable permitted production on all new production permits issued**
- **Extend General Manager authority to issue permits without a hearing for the period between January 1, 2021 and July 1, 2024**

District staff was instructed to set and notice a Rules Hearing for August 8, 2024. Much of the work related to the above listed rules revisions was completed during 2023, additional work was done in July 2024 on language related to the General Manager issuance of permits without a permit hearing.

**The District held a Rules Hearing August 8, 2024 to review and discuss twenty-four (24) suggested revisions to the District Rules and receive public comments. Each rule change was discussed and language agreed upon during the meeting.**

**Following are rule changes directly related to conservation of aquifer resources.**

- **Spacing for wells in all aquifers will be 2’/acgpm of production**
- **No overlapping of “footprints” of prospective permitted wells**
- **Definition of a “new well”**
- **Calibration and certification of all production meters (based on permitted amount)**
- **Definitive end date for drilling a well on an issued permit**
- **Effect of pumping by an applied for permit on the Desired Future Condition of the related aquifer**
- **Hydrogeologic impact of pumping by an applied for permit out to a 10-mile radius from the well(s)**
- **One (1) day notice to contest a permit**
- **20-day notice for production permit applications of 800 ac-ft or more**
- **Well assistance program structure**
- **Adoption of \$0.20/1000 gallon export fee allowed by TWC Chapter 36**
- **System to petition the District for rulemaking purposes**
- **Granting further authority to the General Manager to issue permits without a hearing between the dates of January 1, 2021 and July 1, 2024**

**A total of twenty-five (25) rules were revised or added to the District Rules September 12, 2024.**

**2c. Objective** – Provide information to the public and the schools within the District on the wise use of water to eliminate and reduce wasteful practices.

**2c. Performance Standard** – The District will include a page on the District’s website devoted to the wise use of water and providing tips to help eliminate and reduce wasteful use of groundwater. The District will provide information to local school districts including Texas Education Agency approved water curriculum and in-school presentations to encourage wise use of water and understanding of the significance of aquifers to District residents.

**2c. Performance Measurement** – One page is dedicated solely to water conservation tips for the home and homeowner landscape. The page also contains a hyperlink directing visitors to the District sponsored BVWaterSmart irrigation network website to obtain weekly site specific watering recommendations. The other is “TWDB Kids website”, an area that targets water conservation education at elementary school students.

The Palmer Drought Severity Index and the latest U.S. Drought Monitor is displayed and refreshed weekly on the homepage. News articles relating to water and conservation are also easily accessed from the homepage. Visitors can download an application for a \$25 rebate on the purchase of a rain barrel for conservation purposes using one of the tabs. Well owners also have access to information relating to the cost-share well plugging program. The District now shares in the cost of plugging a well at a level of 75% of the total cost up to \$1,000/well.

The “Major Rivers” water curriculum was distributed to several 4<sup>th</sup> grade students in both Brazos and Robertson counties. The curriculum includes sections covering water conservation and the ways to wisely use water. Approximately 750 were exposed to the water curriculum in 2024. Distribution totals have been greatly reduced since 2023 due to the availability of this curriculum to teachers in an online version.



Many of the above-mentioned school districts were also provided in-class demonstrations of aquifer characteristics, the water cycle and its importance to the aquifers, and instruction on water conservation and its effect on the longevity of District aquifers. Approximately 6,161 students were exposed to the 45–70-minute teaching sessions. This included presentations to 4<sup>th</sup>, 5<sup>th</sup>, and 7<sup>th</sup> grade classes. District staff conducts laboratory sessions addressing water quality to 7<sup>th</sup> grade students in the District.

4<sup>th</sup> grade students from Bryan, College Station, and surrounding county ISDs were taught the importance of water conservation during the Brazos County Texas AgriLife Extension Service “Pizza Ranch” event held during October 10, 2024. The District exposed 550 students on the importance of water and the conservation of the natural resource.

The District annually organizes and conducts a “Water Conservation Field Day” for all the 5<sup>th</sup> grade students in Robertson County school districts. This includes Hearne, Mumford, Calvert, Bremond, and Franklin ISDs. The field day was conducted on September 24, 2024 at the Robertson County Fairgrounds. 235 5<sup>th</sup> students and teachers attended the field day.

The Brazos County Water Field Day for Pecan Trail Intermediate School was conducted on October 8, 2024 in College Station, Texas. The District partners with Texas A&M University Utilities and The City of College Station Wastewater Department to host the event highlighting water conservation. 300 5<sup>th</sup> grade students participated in the event.

The District has implemented the BVWaterSmart Irrigation Network in 2015 for use by homeowners in the District offering irrigation rates throughout the lawn growing season. This effort is a partnership between the City of Bryan, City of College Station, Wickson Creek SUD, and Wellborn SUD using funds awarded by the District for the purchase of weather stations, wireless rain gauges, establishment of a website, and a contract to gather information for homeowner

use. The District has an ongoing commitment to maintain funding for both the website and necessary maintenance to the equipment.

The website associated the BVWaterSmart project received 339,888 visits from 24,432 individual users primarily between May and October, 2024. The most active period was May-October related to lawn irrigation in the District. October was the peak month for usage.

**Other Educational Activities:**

**Tri-County AgriLife Winter Crops Meeting – February 13, 2024 (60)**

**Brazos County Commissioners Court presentation – February 27, 2024**

**Robertson County Commissioners Court presentation – March 5, 2024**

**Texas Christmas Tree Growers Association Field Day – April 6, 2024 (23)**

**Twin Creek WSC Board of Directors – July 9, 2024**

**“Bringing the Brazos Together” Workshop – December 9, 2024**

3. **Controlling and Preventing Subsidence**

**3a. Objective** - The District will monitor changes in water levels in its monitoring wells with due consideration to the potential for land subsidence. At least once every three years, the District will assess the potential for land subsidence for areas where water levels have decreased more than 100 feet since the year 2000. The District will review the sections in “Identification of the Vulnerability of the Major and Minor Aquifers of Texas to Subsidence with Regard to Groundwater Pumping” report (TWDB Contract Number 1648302062, by LRE Water) when discussing potential subsidence related to water level decline in the aquifers located in the District. Those aquifers can be found on page 4-5, 4-104, 4-187, 4-207, and 4-229 of the report at <http://www.twdb.texas.gov/groundwater/models/research/subsidence/subsidence.asp>.

Data reviewed in the report suggests a resulting average third quartile Subsidence Risk Value (SVR) of 3 for the Carrizo-Wilcox, Queen City and Sparta aquifers. The Yegua-Jackson Aquifer is deemed to be at medium to high risk of subsidence over time. The Brazos River Alluvium Aquifer is seen to be at a medium SRV risk. These estimated values are based on very limited data and are at odds with what has been observed throughout the District based on the geologic ages, sand and clay layering and thicknesses of the managed aquifers. The District also realizes that there are multiple other causes for land subsidence, including oil and gas activity.

**3a. Performance Standard** – Within three years of the approval of this plan and every three years thereafter, the District will map any region where more than 100 feet of drawdown has occurred since the year 2000 and assess the potential for land subsidence. The results of the assessment will be discussed in a District Board meeting and be documented in a presentation or a report.

**3a. Performance Measurement** – Upon revision and adoption of the current District Management Plan December 20, 2023, District staff began identifying:

- Areas within the District which may have experienced more than 100 feet of artesian reduction since the year 2000; and

- **Potential sites to be used as measuring stations to calculate potential land subsidence in identified areas.**

**Staff began by using the National Geodetic Survey map to locate existing sites already being used as subsidence measurement stations within Brazos and Robertson Counties. Considerations were also made for locating survey monuments which can be established as baseline elevation points for future subsidence estimates. Areas targeted for possible sites were based on known or planned pumping that has or likely would cause significant artesian head reduction in the future. It was important to find site(s) that were not close to pumping wells.**

**One (1) site was chosen during 2024 that fit the parameters set by the District. In Brazos County, a site located at the Texas Department of Transportation (TDOT) was chosen because of:**

- **Proximity to Simboro Aquifer pumping created by the well field southwest of the site containing many active wells for the City of Bryan, City of College Station, Texas A&M University System, Wellborn Special Utility District and Circle X Land & Cattle Company**
- **Construction as a site to obtain data for measurement of land subsidence**
- **Elevation estimates are collected continuously in real time and data made available to the public**

**District hydrologists reviewed water level measurements obtained from municipal wells in the targeted area and determined that artesian water levels in the area were at least 100' lower than in the base year 2000. District staff reached out to the Harris-Galveston Subsidence District (HGSD) asking for assistance interpreting the data collected from the active station. HGSD offered to include this station into their data collection network. Data obtained by HGSD is turned over to the University of Houston to be evaluated, interpreted and published in a form available to the public. The District should have access to the processed data by summer of 2025.**

District staff has done a preliminary investigation attempting to locate a subsidence reference point in Robertson County. Records indicate that a monument is located at the TDOT field office in Hearne, Texas. Field visits by staff failed to locate the benchmark and it appeared to have been recently covered by asphalt. District staff will continue searching for the monument because of its proximity to future Simsboro pumping and because there are historical measurements at the site.

**3a. Performance Standard** – As outlined in TWC Ch. 36.108 (d), The District will take into consideration the “Identification of the Vulnerability of the Major and Minor Aquifers of Texas to Subsidence with Regard to Groundwater Pumping” when considering subsidence during GMA 12 joint planning.

**3a. Performance Measurement – Subsidence impacts are one of the nine factors that Groundwater Conservation Districts and GMA 12 must consider in determining DFCs.** The GMA 12 consultants discussed subsidence in a presentation provided during the September 24, 2024, GMA 12 meeting. The presentation covered discussion of the geologic environment of the Gulf Coast Aquifer system where subsidence has been observed compared to the Carrizo-Wilcox where no significant subsidence has been observed. The district representatives reviewed the subsidence monitoring criteria for each GCD within GMA 12. These criteria at a minimum include monitoring changes in water levels and review of sections in the TWDB Vulnerability report.

4. **Addressing Conjunctive Surface Water Management Issues:**

**4a. Objective** – Encourage the use of surface water supplies where available, to meet the needs of specific user groups within the District.

**4a. Performance Standard** – The District will participate in the Region G Regional Water Planning process by attending at least one BGRWPG meeting annually and will encourage the development of surface water supplies where appropriate. This activity will be noted in the Annual Report presented to the District Board of Directors.

**4a. Performance Measurement** – **The District was actively engaged in the Regional G Water Planning process during 2024. A District staff member attended the following meetings:**

- **February 13, 2024**
- **March 27, 2024**
- **May 15, 2024**
- **August 1, 2024 (Presentation to Region Group)**

5. **Addressing Natural Resource Issues that Impact the Use and Availability of groundwater, and that are impacted by the Use of Groundwater:**

**5a. Objective** – Determine if there are any natural spring flows within the District that may be impacted by increased groundwater pumping.

**5a. Performance Standard** – Annually monitor water levels in at least 2 wells near natural spring flows, if found, for potential impact from groundwater production. Prepare an annual assessment statement and include in annual report to the District Board of Directors.

**5a. Performance Measurement** – An active search for springs within the District is an ongoing effort. District staff continues to search for and attempt to identify possible springs within the District boundaries. No new springs were identified during 2024.

6. **Addressing Drought Conditions:**

**6a. Objective** – A District staff member will download at least one Palmer Drought Severity Index (PDSI) map monthly. The Palmer Drought Severity Index map will be used to monitor drought conditions and will be used by the Board to determine trigger conditions provided by the District’s Drought Contingency Plan.

**6a. Performance Standard** –The District will make an assessment of drought conditions in the District and will brief the District Board at each regularly scheduled Board meeting.

**6a. Performance Measurement** – District staff provided multiple drought assessment documents to the Board members at each of the eleven (11) Regular Board meetings held during 2024. These included the most recent Palmer Drought Severity Index, U.S. Drought Monitor for Texas, and U.S. Seasonal Drought Outlook. The General Manager continued to email the most current drought maps to the directors on a weekly basis.



**6b. Objective** – Require 100 percent of entities that are mandated by the State of Texas to have drought contingency plans, to submit those plans to the District or follow the District’s plan when applying for a permit from the District for water production.

**6b. Performance Standard** – Review 100 percent of the drought contingency plans submitted as a result of permitting, whenever permit applications for water production are received. The number of drought contingency plans required to be submitted by permitted entities to the District as part of the well permitting process and the number of drought contingency plans actually submitted to the District will be described in the Annual Report to the District Board.

**6b. Performance Measurement** – 9 permit applications were received during 2024 requiring a drought contingency plan. All six (6) of the applicants agreed to abide by the District Water Conservation Plan (DWCP) revised and adopted August 8, 2018.

**All applicants for permitted wells not submitting an approved drought contingency plan are required to sign the application attesting to the submission of their own drought contingency plan or the agreement to abide by the District Plan.**

**6c. Objective** – The District drought contingency plan will be reviewed for effectiveness and needed updates once annually.

**6c. Performance Standard** – A report summarizing the findings of the annual review of the District drought contingency plan will be included in the Annual Report of the District Board of Directors.

**6c. Performance Measurement** – A District Drought Contingency Plan (DDCP) was developed and originally adopted November 4, 2010. The Plan was last amended on November 8, 2012. This document was reviewed by the Education/Conservation Committee and a committee report was presented to the Board regarding any recommendations for updates, changes, or additions needed. The DDCP was re-adopted with no revisions by the Board of Directors July 11, 2024.

7. **Promoting Water Conservation:**

**7a. Objective -** Require 100 percent of the water applicants requesting a permit for water production within the District to submit a water conservation plan, unless one is already on file with the District at the time of the permit application, or agree to comply with the District's adopted Water Conservation Plan.

**7a. Performance Standard –** Review 100 percent of the water conservation plans submitted as a result of permit requirements to ensure compliance with permit conditions. The number of water conservation plans required to be submitted by water permittees to the District that year as part of the well permitting process and the number of water conservation plans actually submitted to the District will be reported in the Annual Report to the District Board of Directors. If the permittee chooses to agree to follow the District's adopted Water Conservation Plan in lieu of submitting a water conservation plan, then that number will be indicated in the Annual Report to the District Board.

**7a. Performance Measurement –** Six (6) permit applications were received during 2024 requesting 9 production permits. No water conservation plans were received with ninety (90) of the submitted permit applications (16 entities). Seven of the applicants submitted approved Water Conservation Plans for twelve (12) permits. All applicants not submitting a plan agreed to abide by the District Water Conservation Plan revised and adopted December 2, 2010, amended August 9, 2018, September 9, 2021 and September 8, 2023 updating statistical & demographic information.

- Applications requiring Water Conservation Plans – 0
- Water conservation plans submitted – 0
- Water conservation plans reviewed – 0
- Applicants abiding by the District Water Conservation Plan – 6  
(9 permits)

**7b. Objective** – Develop a system for measurement and evaluation of groundwater supplies.

**7b. Performance Standard** – Water level monitoring wells will be identified for Brazos River Alluvium, Yegua-Jackson, Sparta, Queen City, Carrizo, Calvert Bluff, Simsboro and Hooper aquifers. At least two (2) wells per aquifer will be monitored on an annual basis to track changes in static water levels.

**7b. Performance Measurement** – Currently there are 223 wells in the monitoring network. The Brazos River Alluvium, Simsboro, Hooper, Sparta, Yegua Jackson, Queen City, Carrizo, and Calvert Bluff aquifers all have at least 2 monitoring wells. District staff continues cultivate monitoring wells in all of the aquifers. A total of 542 readings were taken during 2024.

<b>Aquifer</b>	<b>Readings</b>	<b># Monitor Wells</b>
<b>Hooper</b>	<b>31</b>	<b>19</b>
<b>Simsboro</b>	<b>235</b>	<b>81</b>
<b>Calvert Bluff</b>	<b>61</b>	<b>28</b>
<b>Carrizo</b>	<b>37</b>	<b>21</b>
<b>Queen City</b>	<b>29</b>	<b>17</b>
<b>Sparta</b>	<b>38</b>	<b>24</b>
<b>Yegua Jackson</b>	<b>14</b>	<b>10</b>
<b>Brazos River Alluvium</b>	<b>97</b>	<b>23</b>
<b>Total</b>	<b>542</b>	<b>223</b>

**7c. Objective** – Assist in obtaining grant funds for the implementation of water conservation methods. Work with the appropriate state and federal agencies to facilitate bringing grant funds to various groups within the District boundaries to develop and implement water conservation methods. Work with local entities to help develop and implement water conservation methods. The District will meet with at least one state or federal agency annually in order to discuss bringing water conservation methods grant funds into the District.

**7c. Performance Standard** – Number of meetings held annually with at least one state or federal agency and the number of grants for water conservation methods applied for and obtained will be included in the annual report to the District Board of Directors.

**7c. Performance Measurement** – General Manager personally contacted Javier Garza, Robertson County NRCS Manager, in February 2024, to discuss cost-share availability for both well decommissioning and remote-control access devices for agricultural pivot irrigation systems. A discussion was had to determine what, if any, grant funding programs are available and, if so, what categories would be eligible. This was done to facilitate bringing grant fund opportunities into the District for development and implementation of water conservation methods and averting groundwater contamination.

It was determined that well owners desiring tap into both NRCS funds and District funds for plugging purposes should first go through the application process with the NRCS. This protocol allows for submission of an application while the well is still open. If the well is plugged prior to submission of an NRCS application, NRCS will not retroactively fund the plugging of the well. Both agencies agreed to push the message out to a targeted audience of agricultural irrigators during 2024.

**The NRCS has determined that agricultural producers can be eligible to receive funding from the agency as well as receiving grant funds from the District in regard to the decommissioning of water wells. This could greatly enhance the desire of producers who wish to plug old water wells but are unwilling to spend a substantial amount of money to accomplish the task.**

**The General Manager attended a webinar hosted by TWDB Agricultural Water Conservation Program, concerning agricultural grant money available to groundwater conservation districts and projects eligible for grant consideration. Grant funds were made available during 2024 for agricultural conservation project. The District's effort to remunerate producers seeking to install new remote control agricultural irrigation technology is an established TWDB grant fundable project.**

**7c. Performance Standard – Once annually, the District will conduct a meeting to address potential District grant funding for water conservation projects. Following proposal submission, applications will be reviewed for possible District Board approval. The number of water conservation projects submitted and the number of projects approved for grant funding by the District will be reported in the Annual Report to the District Board.**

**The Grant Committee met July 11, 2024 to review the current grants and to consider continuing to fund the existing programs. Grant proposals would be brought directly to the full Board for consideration on an individual basis. The committee vets all proposals before presentation to the full Board with a recommendation. The committee continues to oversee and obtain updated information on ongoing grant projects. Periodic reports are given to the full board on an as needed basis. All current grant funded programs were recommended for continuation. The committee considered and recommended that the Board include cost-sharing on agricultural soil moisture sensors in the established remote-control sensor grant funds.**

**The District renewed a commitment to continue grant obligations to The City of College Station, Wickson Creek SUD, and Wellborn SUD regarding the BVWaterSmart Irrigation Network and its ongoing operations. This grant received approval during the December 12, 2024 board meeting. The City of Bryan is also a partner in the program providing a weather station and wireless rain gauge locations but chose not to receive any grant funds.**

**Grant contracts associated with water well plugging continued during 2024. There were five (5) entities that signed grant contracts with the District to engage in the plugging of six (6) water wells. These contracts were fulfilled during 2024 with a total expenditure of \$5,250.84. The well plugging grant program has been extended for FY 2025.**

**Grant funds (cost-share) in the amount of \$10,000 were committed to agricultural producers who installed new remote control agricultural pivot access devices on or after January 1, 2020. Each installed device is eligible for a one-time grant. The District will cover 50% of total cost of equipment, installation, and application subscription not to exceed \$1,000/device. No new devices were installed during 2024. The grant program was reauthorized for FY 2025.**

8. **Protecting Water Quality:**

**8a. Objective** - Develop baseline water quality data and a system for continued evaluation of groundwater quality.

**8a. Performance Standard** – Develop general understanding of water quality within aquifers in the District based on TCEQ and TWDB data. Coordinate with TCEQ on water quality issues.

**8a. Long term water quality reports taken by the TWDB over many years have been compiled by the District hydrologist and made available to the directors. The material will be summarized for Board member use.**

**District staff reviewed the TCEQ “Groundwater Monitoring and Contamination Report – 2023” once it became available in late 2024. Sites having a “reportable event” contact TCEQ for their assessment and follow up. TCEQ is the primary enforcement agency regarding the collection of data, assessment of possible contamination, and remediation of the contamination, if necessary.**

**Water samples are accepted at the District Office to help facilitate water sampling. Samples are delivered to the Texas A&M University Soil, Forage, and Water Laboratories. Copies of the results are obtained by the District for future reference. No water samples were gathered by District staff for analysis during 2023.**



**8b. Objective** – Require all water permittees that are required by the TCEQ to have well vulnerability studies prior to constructing a well, to provide evidence of the study to the District prior to construction of a well within the District.

**8b. Performance Standard** – Review all vulnerability studies submitted as a result of permit requirements to help ensure water quality protection.

**8b. Performance Measurement** – There were no wells submitted for permitting or construction that required well vulnerability studies. No well vulnerability studies were reviewed.

**8c. Objective** – Provide information to the general public and the schools within the District on the importance of protecting water quality.

**8c. Performance Standard** – The District will include a page on the District’s web-site devoted to water quality issues and will provide information to water permittees on wellhead protection programs.

**8c. Performance Measurement** – A water quality page is included on the District website. Several pages deal with water quality protection including a well plugging page and well head protection through proper capping of unused wells.

All new wells drilled or existing wells within the District that were registered or permitted (excluding rig supply and fracturing supply wells) were provided two brochures addressing protection of the wellhead and proper well construction.

Approximately 6,161 4<sup>th</sup>, 5<sup>th</sup>, and 7<sup>th</sup> grade students in the College Station, Bryan, and all Robertson County ISDs were taught about protecting aquifers from contaminants and the importance of protecting the wellhead. This was done in conjunction with a teaching session that included aquifer characteristics, the water cycle, and water conservation.

9. **Addressing the Adopted Desired Future Conditions**

**9a. Objective** – At least once every three years, the District will evaluate well water level monitoring data and determine whether the change in water levels is in general conformance with the DFCs adopted by the District. The District will estimate total annual groundwater production for each aquifer based on the water use reports, estimated exempted use and other relevant information, and compare these production estimates to the MAGs.

**9a. Performance Standard** – At least once every three years, the General Manager will report to the District the water level data obtained from the monitoring wells in each aquifer, the average artesian head change for each aquifer calculated from the water levels of the monitoring wells in each aquifer, a comparison of the average artesian head change for each aquifer with the DFCs for each aquifer, and the District progress in conforming with the DFCs.

**9a. Performance Measurement** – Beginning in 2019, board members and the public have access to water level data in both numeric and visual form. A hydrograph reflecting the data on each monitored well appears on the website portal when the data file is accessed. The Board now has access to the data year-round rather than once per year.

**During the July 11, 2024 Board meeting, James Beach, Advanced Groundwater Systems, gave a presentation summarizing the data obtained from each of the wells monitored in all aquifers managed by the District and District DFC compliance. The presentation included the average head change in each of the aquifers calculated from data obtained from monitoring wells within each respective aquifer, and how the artesian head calculated compared with the DFC established for each aquifer. All aquifer DFCs were found to be in compliance with the adopted levels.**

**Board members were also directed to the District website to view water level measurements obtained from all of the monitoring wells in the District. A**

**complete history of measurements exists on website groundwater map and is available for public consumption.**

**January 20, 2025, every static water level measurement taken during the preceding (12) months along with the hydrograph associated with the well was emailed to each of the current directors. The measurements were also made available to the public on the District website homepage.**

**9a. Performance Standard – At least once every year, the General Manager will report to the District Board the total permitted groundwater production and the estimated annual groundwater production for each aquifer and compare these amounts to the MAGs.**

**9a. Performance Measurement – During each Permit Hearing, Board members are provided an informational sheet detailing the MAG, total permitted (to date) water production, and annual water production for the past year for each aquifer. The sheet for 2023 detailed water production (updated each February) for 2009-2023. Total permitted water production is done monthly and is current the day of the board meeting.**

## 2024 Annual Report – Summarized

### Regional Planning:

- The 2026 State Water Plan process began in April 2022 and began its trek forward during 2024. Much of the “nuts & bolts” work on the plan began during 2023 and will conclude with an adopted plan in 2024.
- GMA-12 met during 2024 with work continuing the fourth round of Desired Future Conditions planning. The five Districts involved are:
  - Brazos Valley GCD (Brazos, Robertson)
  - Mid-East Texas GCD (Madison, Leon, Freestone)
  - Post Oak Savannah GCD (Burlinson, Milam)
  - Fayette County GCD
  - Lost Pines GCD (Lee, Bastrop)
- Adopted final DFCs – November 30, 2021
- Developed DFC Explanatory Report – Dec. & Jan. 2021
- Adopt Explanatory Report – January 28, 2022
- Received Letter of Administrative Completeness from Texas Water Development Board – July 1, 2022
- BVGCD Board of Directors adopted DFCs relevant to the District – August 10, 2022
- GMA 12 Planning Group was in the middle stages of Round 4 of DFC planning throughout 2024.
- Adopted Proposed DFC deadline – May 1, 2026

### Monitoring Well Network:

- 223 wells are currently in the network from which 542 water level measurements were obtained in 2024 covering all eight aquifers.
- Water level measurements are the basis upon which the aquifers are managed. The average of the measurements across the District determines the rate we are approaching the DFC.
- The adopted DFC for the Simsboro Aquifer is 262'. This simply means that the District desires the artesian head (static level) to be no more than an average of 262' lower (average across the District) in 2070 than it was in 1999. This measurement is achieved by averaging well measurements, up dip and down, and comparing that to the modeled amount for 2070. In April 2024 the District measurement was 66', remaining well above our DFC. There has been a 25% reduction in artesian head pressure over the 24-year period.

### Fees:

- 2024 fees were as follows:
  - Public water supply production fees were assessed at \$0.04875/1000 gallons produced
  - Agricultural rate was \$0.1975/acre foot
  - Steam electric rate was \$0.31/acre foot
  - Industrial rates were \$0.04875/1000 gallons produced

Fees to be collected on 2024 production - \$834,710.59

### Grant Program:

- Implemented in 2014.
- Anyone can apply for grant funds with a project that will demonstrably produce water conservation.
- BVWaterSmart Lawn Irrigation Network rolled out in February 2015. Involves a weather station/wireless rain gauge network that covers approximately 186 square miles in Brazos County. Entities involved include

College Station, Bryan, Wellborn SUD, and Wickson Creek SUD. Bryan is a partner in the project but opted to self-fund their portion without using grant money.

- Grant funds were used to establish a website/webmaster program to alert, via email push, homeowners as to the amount of water for lawn irrigation weekly throughout the year. This is also viewable over the internet.
  - KBTX Conservation Tips aired from year-round to promote water conservation and promote the Irrigation Network. \$31,000 was dedicated to this effort in 2018.
  - During the March 15<sup>th</sup> to September 1<sup>st</sup>, 2023 time period, the website received 339,888 visits from 24,432 individual users driven almost exclusively by the promotional advertisements.
- Cost share grant funding for newly installed Agricultural Pivot Irrigation remote control systems was initiated in FY2020. Cost-sharing is at a rate of 50% of the total cost of equipment and installation with a maximum of \$1,000.00/unit. There were no contracts during FY 2023.

#### **Rules:**

Following are rule changes directly related to conservation of aquifer resources:

- Spacing for wells in all aquifers will be 2'/aagpm of production
- No overlapping of "footprints" of prospective permitted wells
- Definition of a "new well"
- Calibration and certification of all production meters (based on permitted amount)
- Definitive end date for drilling a well on an issued permit
- Effect of pumping by an applied for permit on the Desired Future Condition of the related aquifer
- Hydrogeologic impact of pumping by an applied for permit out to a 10-mile radius from the well(s)
- One (1) day notice to contest a permit
- 20-day notice for production permit applications of 800 ac-ft or more
- Well assistance program structure
- Adoption of \$0.20/1000 gallon export fee allowed by TWC Chapter 36
- System to petition the District for rulemaking purposes
- Allowing General Manager to issue permits based on three (3) criterion
- Extend General Manager authority to issue permits without a hearing for the period between January 1, 2021 and July 1, 2024

A total of twenty-four (25) rules were revised or added to the District Rules September 12, 2024 retroactive to September 14, 2023.

#### **Well Plugging:**

- A well plugging protocol was adopted by the Board in August, 2015 and extended in February, 2019 that mirrors the plugging rules established by the Texas Department of Licensing and Regulation (TDLR) except for:
  - Brazos River Alluvium wells must be plugged under a more stringent protocol to avoid contamination of the aquifer.

This is a blanket well plugging variance for all Brazos River Alluvium Aquifer wells in both Brazos and Robertson counties. No variances fees are charged by the TDLR to drillers due to our establishment of a District variance. The variance will remain in effect as long as the TDLR rules relating to well plugging does not change.

- A more robust well plugging program was put in place to incentivize the plugging of abandoned or deteriorated water wells. The District now pays 75% of the cost of plugging up to a \$1000 reimbursement.

- 6 wells were plugged during 2023 under grant contracts totaling \$5,250.84.

**Education:**

- Taught approximately 6,161 4<sup>th</sup>, 5<sup>th</sup>, and 7<sup>th</sup> grade students about water conservation, protection of the aquifers, how to avoid contamination, the water cycle, and water quality during 2023.
- Distributed “Major Rivers” water curriculum packets for use in the 4<sup>th</sup> grade classrooms. The distributed number reflects the curriculum being readily available online.
- The annual “Water Field Day” at the Robertson County Fairgrounds solely for all Robertson County 5<sup>th</sup> grade students was conducted September 24, 2024. 235 5<sup>th</sup> grade students and their teachers from all Robertson County schools were in attendance.
- The Brazos County “Water Field Day” for 5<sup>th</sup> grade students at Pecan Trail Intermediate School conducted October 8, 2024. 300 5<sup>th</sup> grade students and their teachers were in attendance.
- The District was present and educating 650 4<sup>th</sup> grade students about water conservation during the annual Pizza Ranch event sponsored by the Brazos County AgriLife Extension on October 10, 2024.
- Adult educational presentations by the District included Tri-County Winter Crop Meeting (BRAA water levels) for agricultural producers and “Bring the Brazos Together Workshop.”

**District Management Plan Update:**

- A complete update of the plan including the current District DFCs was sent to the Texas Water Development Board for approval November 17, 2023. Final approval was made December 20, 2023.

**Other Information:**

- 8 non-exempt permits were issued in 2023 (Ag – 4; Multi-use – 1; Industrial – 3)
- 2,760.00 ac-ft were permitted (Ag – 2,000.00; Multi-use – 310; Industrial – 450.00)
- **Acre feet permitted to metered non-exempt wells by aquifer:**
  - Brazos River Alluvium – 2,060.00 ac-ft
  - Hooper – 0.00 ac-ft
  - Simsboro – 0.00 ac-ft
  - Calvert Bluff – 310.00 ac-ft
  - Carrizo – 0.00 ac-ft
  - Queen City – 0.00 ac-ft
  - Sparta – 350.00 ac-ft
  - Yegua-Jackson – 40.00 ac-ft
- **Acre feet produced from metered non-exempt wells by aquifer:**
  - Brazos River Alluvium – 12.75 ac-ft
  - Hooper – 1,078.64 ac-ft
  - Simsboro – 51,750.52 ac-ft
  - Calvert Bluff – 200.88 ac-ft
  - Carrizo – 1,045.97 ac-ft
  - Queen City – 91.19 ac-ft
  - Sparta – 3,168.50 ac-ft
  - Yegua-Jackson – 1,087.59 ac-ft
- 269 exempt well registered (Robertson – 163; Brazos – 81; Oil/Gas supply wells – 25)

**Total number of wells by category (as of 12/31/2024):**

- Domestic/Livestock (Exempt) – 4,945
- Gas & Oil (Exempt) – 1,338
- Historic Use (Permitted) – 611
- Operating (Permitted) – 482





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/18/2025

ITEM: Acknowledgment of the FY 2024-2025 Budget to Actuals by Fund as of March 12, 2025.  
Acknowledgment of the FY 2024-2025 Contingency Budget to Actuals by Fund as of March 12, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/12/2025

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 3/12/2025	Backup Material
<a href="#">FY 25 Contingency Budget to Actuals Fund.pdf</a>	FY 2024-2025 Contingency Budget to Actuals by Fund as of 3/12/25	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>111,004,390</b>	<b>79%</b>
Charges for Services	14,373,002	13,985,011	13,624,275	4,774,505	35%
<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	569,820	52%
<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>\$120,582,802</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>26,391,964</b>	<b>40%</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>15,300,584</b>	<b>40%</b>
<b>Supplies and Other Charges</b>	<b>9,058,121</b>	<b>9,412,807</b>	<b>12,861,535</b>	<b>4,946,849</b>	<b>38%</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>3,012,932</b>	<b>14%</b>
<b>Contractual Services</b>	<b>9,372,616</b>	<b>8,872,895</b>	<b>10,745,147</b>	<b>4,377,198</b>	<b>41%</b>
<b>Professional Services</b>	<b>6,379,393</b>	<b>7,516,511</b>	<b>14,152,695</b>	<b>2,747,339</b>	<b>19%</b>
<b>Community Contracts</b>	<b>4,716,979</b>	<b>5,616,842</b>	<b>7,570,308</b>	<b>3,358,613</b>	<b>44%</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>\$77,663,267</b>	<b>29%</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	1,440,113	38%
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>\$1,576,457</b>	<b>25%</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	38,703	23%
Benefits	41,481	36,337	76,620	17,348	23%
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	40,428	9%
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>\$542,304</b>	<b>9%</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	38,688	41%
<b>Interest Income</b>	<b>1,942</b>	<b>8,101</b>	<b>5,000</b>	<b>3,467</b>	<b>69%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>167,500</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$166,057</b>	<b>\$113,175</b>	<b>\$267,500</b>	<b>\$42,154</b>	<b>16%</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	18,104	7%
<b>Total Expense</b>	<b>\$62,593</b>	<b>\$65,385</b>	<b>\$267,500</b>	<b>\$18,104</b>	<b>7%</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
Reserves	-	-	82,738	-	-
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
Supplies and Other Charges	12,741	25,911	119,638	1,684	1%
<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>	<b>-</b>	<b>-</b>	<b>699,000</b>	<b>-</b>	<b>-</b>
<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
Supplies and Other Charges	-	-	30,400	-
Contractual Services	-	-	699,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$729,400</b>	<b>-</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	126,010	42%
<b>Interest Income</b>	<b>31,036</b>	<b>69,629</b>	<b>60,000</b>	<b>24,967</b>	<b>42%</b>
<b>Reserves</b>	-	-	<b>1,268,000</b>	-	-
<b>Total Revenue</b>	<b>\$395,347</b>	<b>\$374,888</b>	<b>\$1,628,000</b>	<b>\$150,977</b>	<b>9%</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	56,859	42%
Benefits	56,889	62,648	84,743	29,381	35%
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>\$102,250</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	115,370	42%
<b>Interest Income</b>	<b>30,786</b>	<b>74,394</b>	<b>66,000</b>	<b>29,163</b>	<b>44%</b>
<b>Reserves</b>	-	-	<b>1,440,000</b>	-	-
<b>Total Revenue</b>	<b>\$321,336</b>	<b>\$355,249</b>	<b>\$1,781,000</b>	<b>\$144,533</b>	<b>8%</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	35,233	39%
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>\$38,542</b>	<b>15%</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	13,801	40%
<b>Interest Income</b>	<b>4,523</b>	<b>12,673</b>	<b>11,000</b>	<b>5,023</b>	<b>46%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>256,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$37,947</b>	<b>\$48,492</b>	<b>\$301,800</b>	<b>\$18,824</b>	<b>6%</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	53,023	44%
<b>Interest Income</b>	<b>5,326</b>	<b>14,174</b>	<b>12,000</b>	<b>5,988</b>	<b>50%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>297,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$89,788</b>	<b>\$140,653</b>	<b>\$429,000</b>	<b>\$59,011</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	19,979	60,195	77,300	26,877	35%
Benefits	1,553	4,718	19,304	6,661	35%
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>\$33,538</b>	<b>8%</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%
<b>Interest Income</b>	<b>131</b>	<b>75</b>	<b>65</b>	<b>30</b>	<b>47%</b>
<b>Reserves</b>	-	-	<b>1,500</b>	-	-
<b>Total Revenue</b>	<b>\$726</b>	<b>\$395</b>	<b>\$1,765</b>	<b>\$35</b>	<b>2%</b>

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	-
<b>Total Expense</b>	<b>\$19,771</b>	-	<b>\$1,765</b>	-

**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	11,601	40%
<b>Interest Income</b>	<b>4,324</b>	<b>10,515</b>	<b>10,000</b>	<b>1,446</b>	<b>14%</b>
<b>Reserves</b>	-	-	<b>82,000</b>	-	-
<b>Total Revenue</b>	<b>\$32,534</b>	<b>\$40,584</b>	<b>\$121,200</b>	<b>\$13,047</b>	<b>11%</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	3,316	39%
<b>Interest Income</b>	<b>2,647</b>	<b>6,831</b>	<b>6,000</b>	<b>2,582</b>	<b>43%</b>
<b>Reserves</b>	-	-	<b>134,000</b>	-	-
<b>Total Revenue</b>	<b>\$12,706</b>	<b>\$15,135</b>	<b>\$148,400</b>	<b>\$5,898</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>\$148,400</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	-
<b>Interest Income</b>	<b>918</b>	<b>1,965</b>	-	<b>1,288</b>	-
<b>Reserves</b>	-	-	<b>37,827</b>	-	-
<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	3,526	20%
Contingency	-	-	20,191	-	-
Capital Outlay	5,133	-	-	-	-
<b>Total Expense</b>	<b>\$7,696</b>	<b>\$235</b>	<b>\$37,827</b>	<b>\$3,526</b>	<b>9%</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%
<b>Reserves</b>	-	-	5,300	-	-
<b>Total Revenue</b>	<b>\$263</b>	<b>\$352</b>	<b>\$5,550</b>	<b>\$178</b>	<b>3%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	-	-	5,550	-
<b>Total Expense</b>	-	-	<b>\$5,550</b>	-

**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	-	-
<b>Reserves</b>	-	-	<b>114,000</b>	-	-
<b>Total Revenue</b>	<b>\$4,928</b>	<b>\$8,475</b>	<b>\$121,500</b>	<b>\$2,181</b>	<b>2%</b>

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	-	-
<b>Total Expense</b>	<b>\$433</b>	<b>\$419</b>	<b>\$121,500</b>	<b>\$665</b>	<b>1%</b>

**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	-	-
<b>Total Revenue</b>	<b>\$32,009</b>	<b>\$56,108</b>	<b>\$428,766</b>	<b>\$21,261</b>	<b>5%</b>

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	-	-
<b>Total Expense</b>	<b>\$5,357</b>	<b>\$2,196</b>	<b>\$428,766</b>	<b>\$1,604</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Public Health Revenue	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	2,310,337	54%
Other Financing Sources	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
Salaries and Wages	1,748,464	2,794,329	3,394,634	1,374,193	40%
Benefits	813,685	1,211,302	1,461,116	582,834	40%
Supplies and Other Charges	106,792	176,139	115,324	40,579	35%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,637	4,900	736	15%
Contractual Services	116,713	403,012	110,055	102,662	93%
Professional Services	-	2,500	2,500	3,200	128%
Capital Outlay	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>\$2,155,990</b>	<b>40%</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>	-	-	<b>15,784,000</b>	<b>15,610,777</b>	<b>99%</b>
<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	2,067,220	6%
<b>Total Expense</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$2,067,220</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	181,341	41%
Benefits	-	110,487	110,880	44,554	40%
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>\$225,895</b>	<b>22%</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	-	-
<b>Total Revenue</b>	<b>\$9,599</b>	<b>\$4,657</b>	<b>\$120,611</b>	<b>\$1,443</b>	<b>1%</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	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	-	-
<b>Total Expense</b>	<b>\$13,773</b>	<b>\$3,237</b>	<b>\$120,611</b>	<b>\$1,397</b>	<b>1%</b>

**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%
<b>Interest Income</b>	<b>5,816</b>	<b>12,302</b>	<b>11,000</b>	<b>3,805</b>	<b>35%</b>
<b>Reserves</b>	-	-	<b>215,900</b>	-	-
<b>Total Revenue</b>	<b>\$38,427</b>	<b>\$23,544</b>	<b>\$246,900</b>	<b>\$40,156</b>	<b>16%</b>

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	37,346	44%
Benefits	9,588	10,539	39,520	17,274	44%
Supplies and Other Charges	11,007	18,986	20,649	17,308	84%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	180	1%
Other Financing Uses	-	9,000	-	-	-
<b>Total Expense</b>	<b>\$41,339</b>	<b>\$65,990</b>	<b>\$246,900</b>	<b>\$72,108</b>	<b>29%</b>

**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%
<b>Interest Income</b>	<b>1,264</b>	<b>3,591</b>	<b>2,500</b>	<b>932</b>	<b>37%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>64,000</b>	<b>-</b>	<b>-</b>
<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	24,986	156%
<b>Total Expense</b>	<b>\$18,893</b>	<b>\$26,949</b>	<b>\$91,500</b>	<b>\$29,591</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	-	-
<b>Interest Income</b>	<b>5,259</b>	<b>27,592</b>	<b>0</b>	<b>9,820</b>	-
<b>Reserves</b>	-	-	<b>104,000</b>	-	-
<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>\$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	-	-
<b>Total Revenue</b>	<b>\$494</b>	<b>\$30,497</b>	<b>\$47,936</b>	<b>\$10,655</b>	<b>22%</b>

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%
<b>Total Expense</b>	<b>\$23,527</b>	<b>\$7,500</b>	<b>\$47,936</b>	<b>\$3,744</b>	<b>8%</b>

**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	10,125,577	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>\$10,230,149</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	1,443,317	27%
<b>Total Expense</b>	<b>\$4,602,397</b>	<b>\$3,030,069</b>	<b>\$6,082,000</b>	<b>\$1,443,317</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	-	-	-	-
<b>Total Revenue</b>	<b>\$20,221,390</b>	<b>\$1,070,010</b>	<b>\$17,338,000</b>	<b>\$247,503</b>	<b>1%</b>

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	-	-	-	-
<b>Total Expense</b>	<b>\$203,216</b>	<b>\$5,741,125</b>	<b>\$17,338,000</b>	<b>\$1,977,314</b>	<b>11%</b>

**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	-	-
<b>Total Revenue</b>	<b>\$10,272,156</b>	<b>\$561,066</b>	<b>\$61,000,000</b>	<b>\$174,209</b>	<b>0%</b>

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	-	-	-
<b>Total Expense</b>	<b>\$224,926</b>	<b>\$98,459</b>	<b>\$61,000,000</b>	<b>-</b>

**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>	-

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	1,203,321	5%
<b>Total Expense</b>	<b>\$5,391,415</b>	<b>\$9,905,434</b>	<b>\$28,410,286</b>	<b>\$1,203,321</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	11,181,434	48%
<b>Reserves</b>	-	-	<b>10,500,000</b>	-	-
<b>Total Revenue</b>	<b>\$23,006,476</b>	<b>\$27,567,563</b>	<b>\$33,636,458</b>	<b>\$11,181,434</b>	<b>33%</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	101,746	17%
Benefits	133,569	106,496	255,837	54,999	21%
Supplies and Other Charges	53,669	58,937	124,895	34,235	27%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	10	8%
Contractual Services	21,346,651	23,176,197	26,691,952	8,999,260	34%
Professional Services	379,176	372,198	425,200	169,681	40%
<b>Total Expense</b>	<b>\$22,140,208</b>	<b>\$23,935,739</b>	<b>\$33,636,458</b>	<b>\$9,359,930</b>	<b>28%</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	(782,000.00)	-
<b>Total 43200 2020 Certificates of Obligation Contingency</b>	<b>782,000.00</b>	<b>(782,000.00)</b>	<b>-</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 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