



## **MINUTES**

**APRIL 29, 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, April 29, 2025 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Commissioner Konderla

2. Call for Citizen input and/or concerns

Wyllys Cooper expressed his opposition to the East Loop Project and concerns about a statement made last week by General Counsel Bruce Erratt. Mr. Cooper requested that the project be added to an agenda.

General Counsel Bruce Erratt clarified that he is General Counsel not the County Attorney, as stated previously by Mr. Cooper.

Teresa Sykes shared her concerns regarding the negative impact that the East Loop will have on her family, their land, and their livelihood.

Chris Barnes discussed the loss of honeybee colonies due to reduction in natural

forage. Mr. Barnes expressed concern that no studies are being done to research how the East Loop Project will affect the local honeybee colonies. He requested that the Court cancel the contracts with ITS and Quiddity, and add an agenda item for discussion.

Robert Johnson expressed his opposition to the East Loop Project and concerns of misinformation and a lack of transparency. Mr. Johnson reminded the Court that they should be representing the people, and the people do not want the East Loop.

Beverly Greenwood expressed continued opposition to the East Loop Project. Mrs. Greenwood referenced a TxDOT project in another County, and reminded The Court that they were elected to represent their constituent's interest.

Cynde Wiley requested prayer for former Commissioner Aldrich as he undergoes surgery. Ms. Wiley then read an excerpt from an article pertaining to election security.

Sabryna Brown shared her gratitude to each of the Court members for serving the community. Ms. Brown then announced the Dine to Donate fundraiser at Texas Road House on May 6, 2025, to support the Bryan Animal Shelter. A flyer was submitted for the minutes it is attached hereto.

Charles Coats with Habitat for Humanity shared the need for starter homes here in the Brazos Valley. Mr. Coats informed the Court that Senate Bill 208 and House Bill 4505 are aimed to improve the affordable housing situation in the Brazos Valley and he encouraged the Court and the community to support these bills.

Kyle Greenwood expressed continued opposition to the East Loop Project. He discussed the TRIP Bond language, noting it allows the funds to be allocated for any road project in Brazos County. Mr. Greenwood urged the Court to listen to their constituents.

### 3. Presentations and/or Discussions

- Presentation by Trudy Hancock, Elections Administrator, on review of the election precincts by the Commissioners Court in accordance with Section 42.006 of the Texas Election Code.

Elections Administrator Trudy Hancock presented the recommended boundary changes to the voting precincts, as required by the Texas Election Code. Ms. Hancock recommended combining a number of precincts, resulting in the elimination of a total of 38 precincts. She then stated that it is necessary to split precinct 35 because it is too large, and create an additional precinct that will become precinct 115. She explained that there are three precincts that will remain under population requirements because they do not meet the criteria to be combined with other precincts. Once approved, the County will have a total of 77 voting precincts. A copy of the presentation is attached.

### **Consider and take action on agenda items: 4 - 33**

### 4. Approval requested from the Public Defender's Office for the following:



- a. 2026 Brazos County Resolution #25-005, Indigent Defense Improvement Grant Program, in preparation for submitting the grant application.
- b. Grant application for 2026 Improvement Grant (Division Expansion)
- c. Grant Application for 2026 Improvement Grant

The Court voted unanimously to adopt Resolution 25-005 authorizing the submission of the 2026 Texas Indigent Defense Grant Program application. A Copy of the Resolution and of the Grant applications is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

5. Approval of the following Job Descriptions:
  - a. Juvenile Services - B1803 - Deputy Director
  - b. TJJD - SA Basic Court - B2807 - Deputy Director

A copy of the job descriptions is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

6. Authorization for the County Judge to submit the required form to the Texas Comptroller requesting a portion of Unclaimed Capital Credits received from Electric Cooperatives for the year 2024 to be returned to Brazos County.

Commissioner Brown asked for clarification on how much money the County would receive. General Counsel Bruce Erratt stated that he would look into it.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

7. Approval of Order Combining Election Precincts 4, 19, 25, 46 and 79 to be Election Precinct 4 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

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

8. Approval of Order Combining Election Precincts 54, 42 and 59 to be Election Precinct 54 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

9. Approval of Order Combining Election Precincts 23 and 29 to be Election Precinct 29 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

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

10. Approval of Order Combining Election Precincts 2, 85 and 84 to be Election Precinct 2 in accordance with Sections 42.006 and 42.007 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

11. Approval of Order Combining Election Precincts 70, 101, 97, 98, 94, 67 and 90 to be Election Precinct 70 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

12. Approval of Order Combining Election Precincts 3, 89, 95, 96, 99 and 109 to be Election Precinct 3 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

13. Approval of Order Combining Election Precincts 77, 91, 92 and 93 to be Election Precinct 77 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

14. Approval of Order Combining Election Precincts 50, 51, 65, 71 and 100 to be Election Precinct 100 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

15. Approval of Order Combining Election Precincts 22 and 32 to be Election Precinct 32 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

16. Approval of Order Combining Election Precincts 33 and 74 to be Election Precinct 33 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

17. Approval of Order Combining Election Precincts 27, 87, 110, 111, 112 and 113 to be Election Precinct 27 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

18. Approval of Order Combining Election Precincts 38, 81 and 114 to be Election Precinct 38 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

19. Approval of Order Combining Election Precincts 7 and 104 to be Election Precinct 7 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

20. Approval of Order Combining Election Precincts 78 and 86 to be Election Precinct 78 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

21. Approval of Order Splitting Election Precinct 35 and creating Election Precinct 115 in accordance with Section 42.006 of the Texas Election Code.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

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

A copy of the surplus property is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

23. Approval of Termination Agreement for Chapter 381 Economic Development Program Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

24. Approval requested of the Chapter 312 Economic Development Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

25. Approval of No Award for RFP #25-026 ADA Self Evaluation/Transition Plan & Consulting.

Commissioner Brown stated that he is elated that there is no award on this item due to staff determining a way to handle it in-house, ultimately saving the County money.

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

26. Approval of Contract #25-116 Indexing and Imaging Services for the Brazos County Clerk's Office with DLT Solutions, LLC.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

27. Award of RFP #CIP 25-578 Hidden Springs & Stony Brook Culvert Replacement. Recommended Award: Texcon General Contractors.

Commissioner Brown stated he is happy that this is a local company. A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

28. Permission to Advertise CIP 25-593 Old Reliance Road - Phase II.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

29. Approval of the following committee for RFP #CIP 25-593 Old Reliance Road - Phase II:

- a. Jimmy LeFlore - General Superintendent - Road & Bridge
- b. William "Bill" Hadley - Capital Project Manager - Road & Bridge
- c. Robert Perry - Area Supervisor - Road & Bridge
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineer of Record (Non-Voting)

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

30. Request for approval of the Final Plat of Arrowhead Village Phase 1, A Private Subdivision, being a Replat of Lot 1, Block 1, Bewley Addition Phase One; 23.096 Acres, S.W. Robertson Survey, A-202; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

31. Budget Amendments.

- FY 24/25 Budget Amendments 28.01

28.01 - Recognizing revenue for Veteran Services.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

32. 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 Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

33. Payment of Claims.

Approval of Payment of Claims:

- a. 8209315 - 8209436
- b. 9204165 - 9204245

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Watson. Absent: Peters.

34. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of April 23, 2025.

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

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

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

35. Acknowledgement of monthly reports submitted in April 2025.

The Court acknowledged receipt of the Extension Service reports submitted in April 2025 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

County Clerk  
Constable Precinct 2  
Constable Precinct 3  
Collections

36. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 31 juveniles in the detention center,

17 are male, 14 are female, and 32 have electronic monitors.

37. Sheriff's report on inmate population.

Chief Deputy Paul Martinez reported for Sheriff Wayne Dicky, there were 765 inmates in jail, 655 inmates are male, 110 are female, and 50 have electronic monitors.

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

Commissioner Brown invited the community to come out and participate in the first County Sponsored Vendor Fair on Thursday, May 1, 2025 from 1:00 pm through 4:00 pm at the Brazos Center.

Commissioner Watson announced the upcoming Precinct 4 Quarterly Townhall meeting on Saturday, June 7, 2025 at 10:00 am at the Hope Crossing Facility. She has partnered with the Precinct 4 Justice of the Peace, Precinct 4 Constable and Bryan City Councilmembers for that District. Commissioner Watson added that the meeting details will be publicized on social media soon.

Commissioner Konderla reminded the community of the Inner Loop East Study meeting at Legends Event Center on Tuesday May 6, 2025 from 5:00 pm to 7:00 pm.

39. Adjourn.



FILED

2025 APR 25 P 2:19

KAREN M. OLSEN, COUNTY CLERK  
BRAZOS COUNTY, TEXAS  
BY *42 mcy*

**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 APRIL 29, 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).**

- 
1. Invocation and Pledge of Allegiance
    - U.S. and Texas Flag - Judge Peters
  2. Call for Citizen input and/or concerns
  3. Presentations and/or Discussions
    - Presentation by Trudy Hancock, Elections Administrator, on review of the election precincts by the Commissioners Court in accordance with Section 42.006 of the Texas Election Code.

**Consider and take action on agenda items: 4 - 33**

4. Approval requested from the Public Defender's Office for the following:
  - a. 2026 Brazos County Resolution #25-005, Indigent Defense Improvement Grant Program, in preparation for submitting the grant application.
  - b. Grant application for 2026 Improvement Grant (Division Expansion)
  - c. Grant Application for 2026 Improvement Grant
5. Approval of the following Job Descriptions:
  - a. Juvenile Services - B1803 - Deputy Director
  - b. TJJD - SA Basic Court - B2807 - Deputy Director



6. Authorization for the County Judge to submit the required form to the Texas Comptroller requesting a portion of Unclaimed Capital Credits received from Electric Cooperatives for the year 2024 to be returned to Brazos County.
7. Approval of Order Combining Election Precincts 4, 19, 25, 46 and 79 to be Election Precinct 4 in accordance with Section 42.006 of the Texas Election Code.
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21. Approval of Order Splitting Election Precinct 35 and creating Election Precinct 115 in accordance with Section 42.006 of the Texas Election Code.
22. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.
23. Approval of Termination Agreement for Chapter 381 Economic Development Program Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.
24. Approval requested of the Chapter 312 Economic Development Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.
25. Approval of No Award for RFP #25-026 ADA Self Evaluation/Transition Plan & Consulting.
26. Approval of Contract #25-116 Indexing and Imaging Services for the Brazos County

- Clerk's Office with DLT Solutions, LLC.
27. Award of RFP #CIP 25-578 Hidden Springs & Stony Brook Culvert Replacement.  
Recommended Award: Texcon General Contractors.
  28. Permission to Advertise CIP 25-593 Old Reliance Road - Phase II.
  29. Approval of the following committee for RFP #CIP 25-593 Old Reliance Road - Phase II:
    - a. Jimmy LeFlore - General Superintendent - Road & Bridge
    - b. William "Bill" Hadley - Capital Project Manager - Road & Bridge
    - c. Robert Perry - Area Supervisor - Road & Bridge
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    - e. Legal (Non-Voting)
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  30. Request for approval of the Final Plat of Arrowhead Village Phase 1, A Private Subdivision, being a Replat of Lot 1, Block 1, Bewley Addition Phase One; 23.096 Acres, S.W. Robertson Survey, A-202; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.
  31. Budget Amendments.
    - FY 24/25 Budget Amendments 28.01
  32. Personnel Change of Status.
    - Approval of Personnel Change of Status
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Approval of Payment of Claims:
    - a. 8209315 - 8209436
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  34. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of April 23, 2025.  
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of April 23, 2025.
  35. Acknowledgement of monthly reports submitted in April 2025.
  36. Juvenile director's report on detention population.
  37. Sheriff's report on inmate population.
  38. Announcement of interest items and possible future agenda topics.
  39. 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:

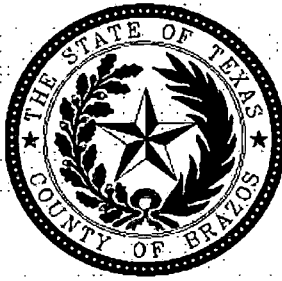
1. cancellation of a speaker's time;
  2. removal from the Commissioners Court;
  3. a Contempt Citation; and/or
  4. such other and/or criminal sanctions as may be authorized
- under the Constitution, Statutes and Codes of the State of Texas.

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 April 29, 2025, have been examined and are approved in open Court this 13th day of May 2025, in Bryan, Brazos County, Texas.

Absent

Duane Peters  
County Judge

Bentley Nettles  
Bentley Nettles  
Commissioner, Precinct 1

Chuck Konderla  
Chuck Konderla  
Commissioner, Precinct 2

Fred Brown  
Fred Brown  
Commissioner, Precinct 3

Wanda J. Watson  
Wanda J. Watson  
Commissioner, Precinct 4

Attest:

Karen McQueen  
Karen McQueen  
County Clerk

# BRAZOS COUNTY COMMISSIONER'S COURT

29<sup>th</sup> DAY OF April, 2025  
10:00 (AM) PM, Regular Meeting

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
<u>Aubrey Legett</u>	<u>Comm. Court</u>
<u>Sharyl Lowe</u>	<u>Comm. Court</u>
<u>Delia Sandoval</u>	<u>Comm. Court</u>
<u>WILLIS COOPER</u>	<u>NEL</u>
<u>B. ERATT</u>	<u>Co. Judge</u>
<u>Nina Payne</u>	<u>Bugab</u>
<u>Charlotte Stivers</u>	<u>NEL</u>
<u>Conrad Banks</u>	<u>NEL</u>
<u>Chris Barnes</u>	<u>Citizen NEL</u>
<u>Dalene Barnes</u>	<u>Citizen NEL</u>
<u>Preston J. Ruffin III</u>	<u>Citizen</u>
<u>JERSON SUTHER</u>	<u>Citizen</u>
<u>J.T. RUFFIN</u>	<u>CITIZEN</u>
<u>M R Kosier</u>	<u>NEL</u>
<u>ROBBY ROSEER</u>	<u>NEL</u>

# BRAZOS COUNTY COMMISSIONER'S COURT

29 DAY OF April, 2025  
10:00 AM/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>Cathie Viens</u>	<u>taxpayers</u>
<u>Cynde Wiley</u>	<u>self</u>
<u>Beverly Greenwood</u>	<u>self</u>
<u>Kyle Greenwood</u>	<u>self</u>
<u>Mike Street</u>	<u>self</u>
<u>Linda Ricketson</u>	<u>Juvenile</u>
<u>Susanne Potts</u>	<u>no east loop</u>
<u>Ann Bonu</u>	<u>NRACT</u>
<u>MATT WILLIAMSON</u>	<u>NEL</u>
<u>Robert D. Johnson</u>	<u>NEL</u>
<u>Sabrina Brown</u>	<u>Goodwill</u>
<u>Katie Connor</u>	<u>Auditor</u>
<u>Marcia</u>	<u>auditor</u>
<u>Gary &amp; Teresa White</u>	<u>no East Loop</u>
<u>Charles Coats</u>	<u>BCS Habitat for Humanity</u>

# BRAZOS COUNTY COMMISSIONER'S COURT

29 DAY OF April, 20 25  
10:00 AM PM, Regular

**Name**

(PLEASE PRINT)

**Organization**

(PLEASE PRINT)

Paul Matuz

BCSO

ERIC CALDWELL

BCIT

Jason Ware

FM

Allison Linder

Co Judge

Kimberly Rouch

CO Judge

ed Bull

COMM CMT

Kevin Toyne

I.T

Wm. Charles Wendt

Purchasing

Kaithyn Battles

I

Beth Martinez

JOY QUIMBY

SELF

Glenn Washington

Asst

Karen McQueen

Co Clerk

Trudy Hancock

EA

Billy Melrow

IT

# BRAZOS COUNTY COMMISSIONER'S COURT

29 DAY OF April, 2025  
10:00 (AM/PM), Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>Barbara Reed</u>	<u></u>
<u>Tommy Reed</u>	<u></u>
<u>Alison Jilson</u>	<u>Agribusiness DNR</u>
<u>Marsha Anderson</u>	<u>Co. Judge</u>
<u>TREVOR LANSBORN</u>	<u>BC PM</u>
<u>Bob LAMKIN</u>	<u>BC PM</u>
<u>IGNACIO CONTRERAS</u>	<u>BCSO</u>
<u>SOEN HEAREN</u>	<u>Constable, Pct. 1</u>
<u>Spencyr Mays</u>	<u>Budget</u>
<u>Jenni Sellus</u>	<u>TxDOT</u>
<u>Pepper Turner</u>	<u></u>
<u>Barbara Birdwell</u>	<u></u>
<u>Russ Lamb</u>	<u></u>
<u>Jared Salthers</u>	<u>B &amp; A</u>
<u>Donald Lampo</u>	<u>Const. Pct 2</u>



# BRAZOS COUNTY COMMISSIONER'S COURT

29 DAY OF April, 2025  
10:00 AM/PM, Regular

**Name**

(PLEASE PRINT)

Ben Holmes

Ashlie Peter-Bowman

Raeanna McConathy

Jennifer Salazar

Cristian Villarreal

Kendra Lowery

Lourdes Gorzycki

Prasanna Banaji

Keith Ritchie

MICHAEL SCHAEFER

Michael Anzaldua

CHARLES G. MANCUSO

Jacquelin Foster

**Organization**

(PLEASE PRINT)

Uct-Serv

Co. Clerks Off

HR

HR

Treas

BTID

self

R & B

BRAZOS PDS

Arrowhead Development

Schaefer Custom Homes

Expo



# DINE TO DONATE

»» *Support* ««

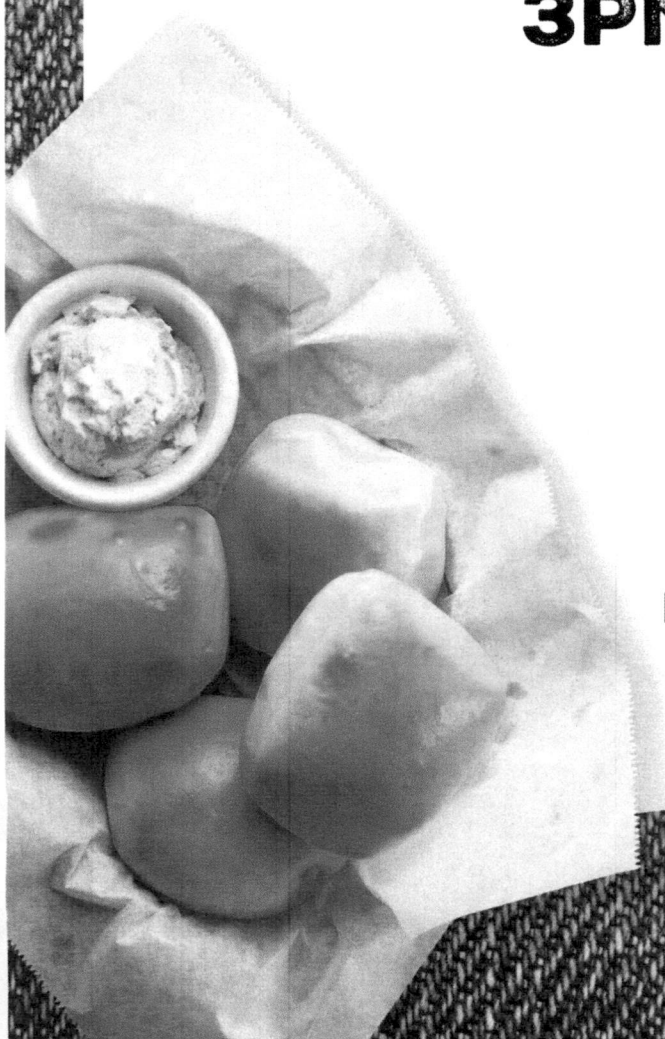
**BRYAN ANIMAL CENTER**  
**TUESDAY, MAY 6**  
**3PM-9PM**

**10%**  
**DONATION NIGHT**

for **Bryan Animal Center.**

Present this flyer at the College  
Station location and Texas  
Roadhouse will donate **10%** of your  
total food purchases to **Bryan  
Animal Center!**

**979-268-0558**  
**1601 UNIVERSITY DRIVE EAST**  
**COLLEGE STATION, TX**





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: 

- Presentation by Trudy Hancock, Elections Administrator, on review of the election precincts by the Commissioners Court in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

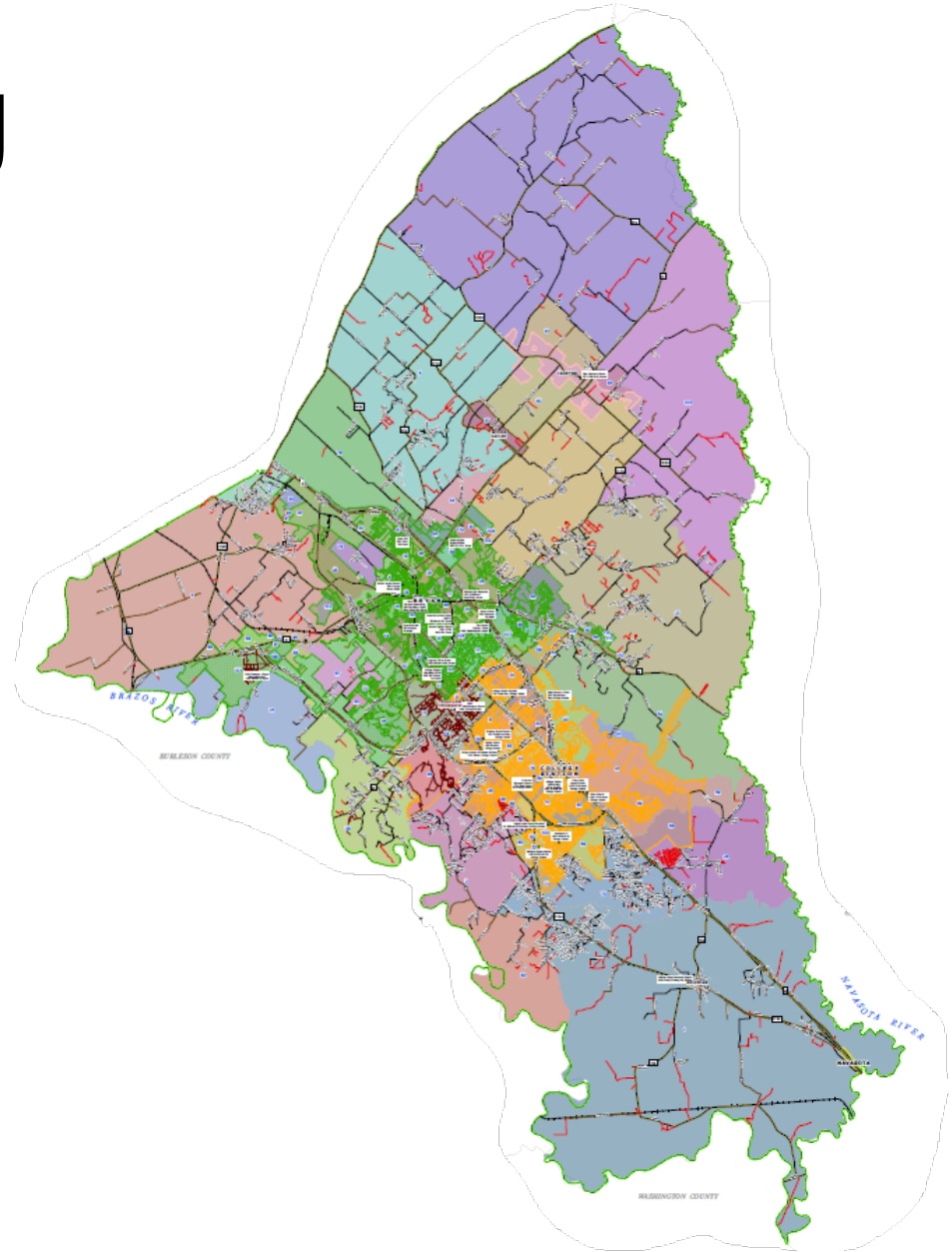
**Type**

[Review\\_of\\_Voting\\_Precincts.pdf](#)

Presentation - Review of Voting Precincts

Cover Memo

# Review of Voting Precincts



Texas Election Code  
Sec. 42.031. REVIEWING PRECINCTS FOR COMPLIANCE:  
BOUNDARY CHANGES.

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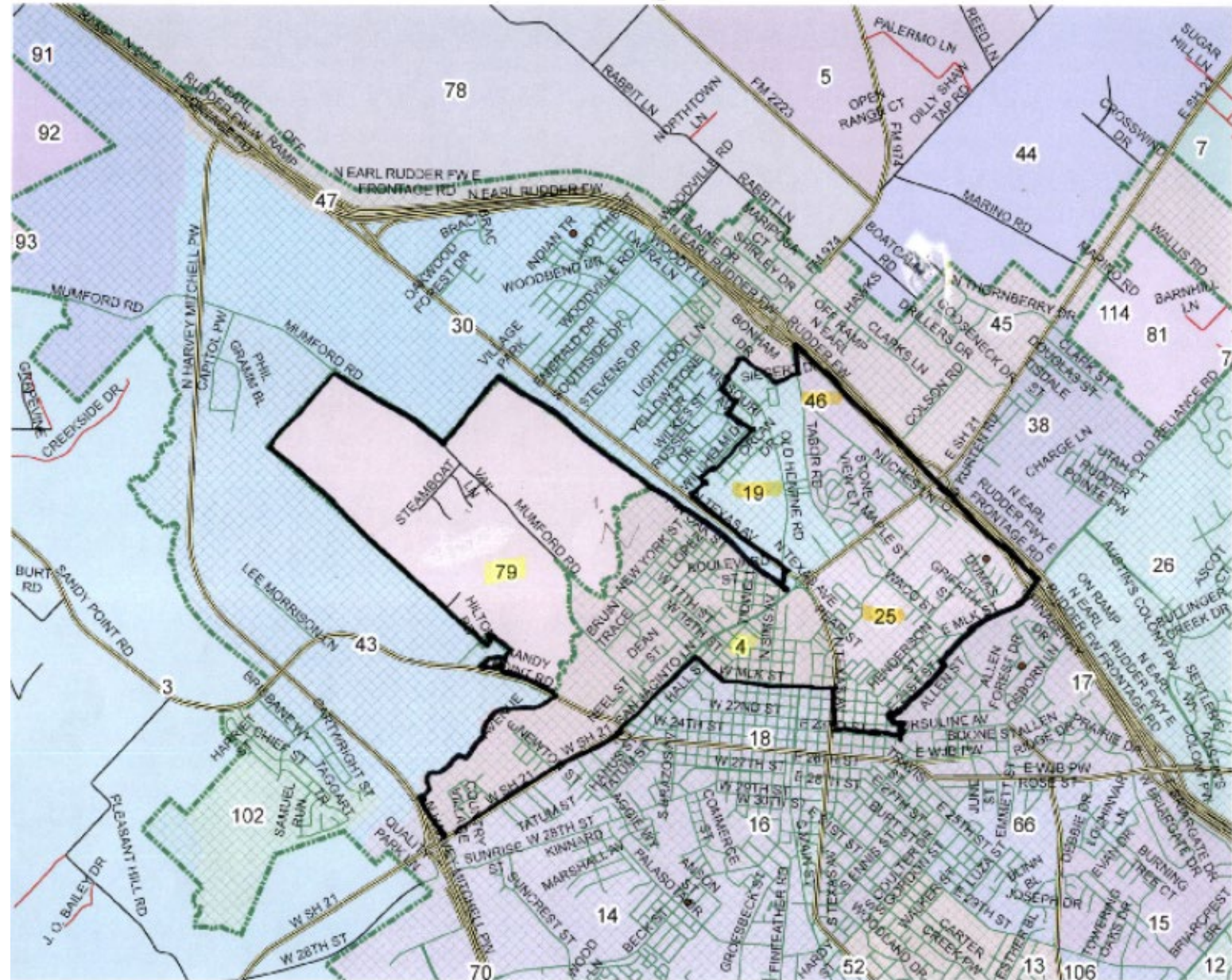
- (a) During March or April of each odd-numbered year, each commissioners court shall determine whether the county election precincts comply with Sections [42.005](#), [42.006](#), and [42.007](#).
- Sec. 42.005. Relationship to Districts and Justice and Commissioner Precincts
- 42.006. Population Requirements
- 42.007. Combining Incorporated and Unincorporated Territory





# Precincts 4, 19, 25, 46, and 79

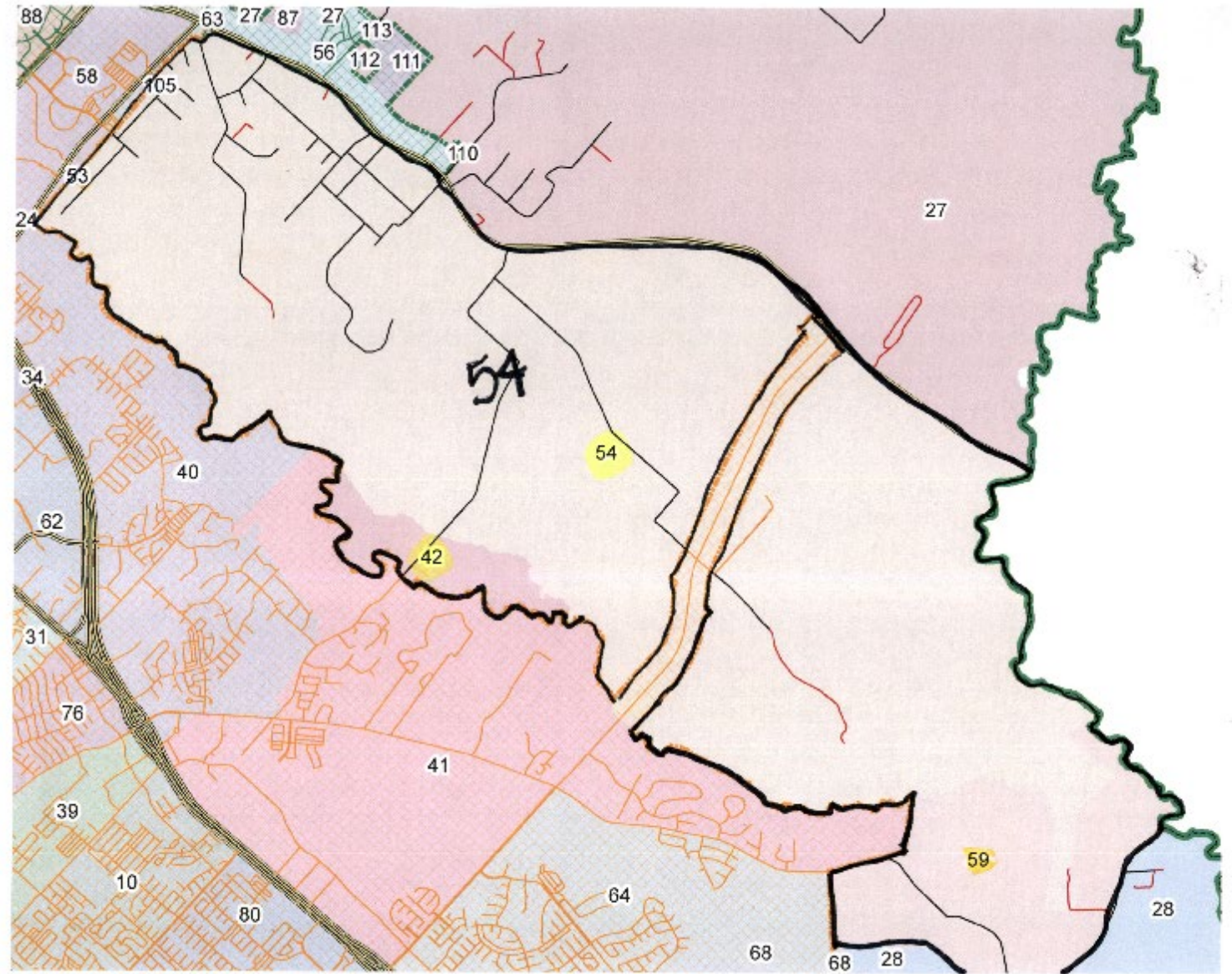
4	4	4	2	2	12	
	19	4	2	2	12	
	25	4	2	2	12	CITY/RURAL SPLIT
	46	4	2	2	12	
	79	4		2	14	



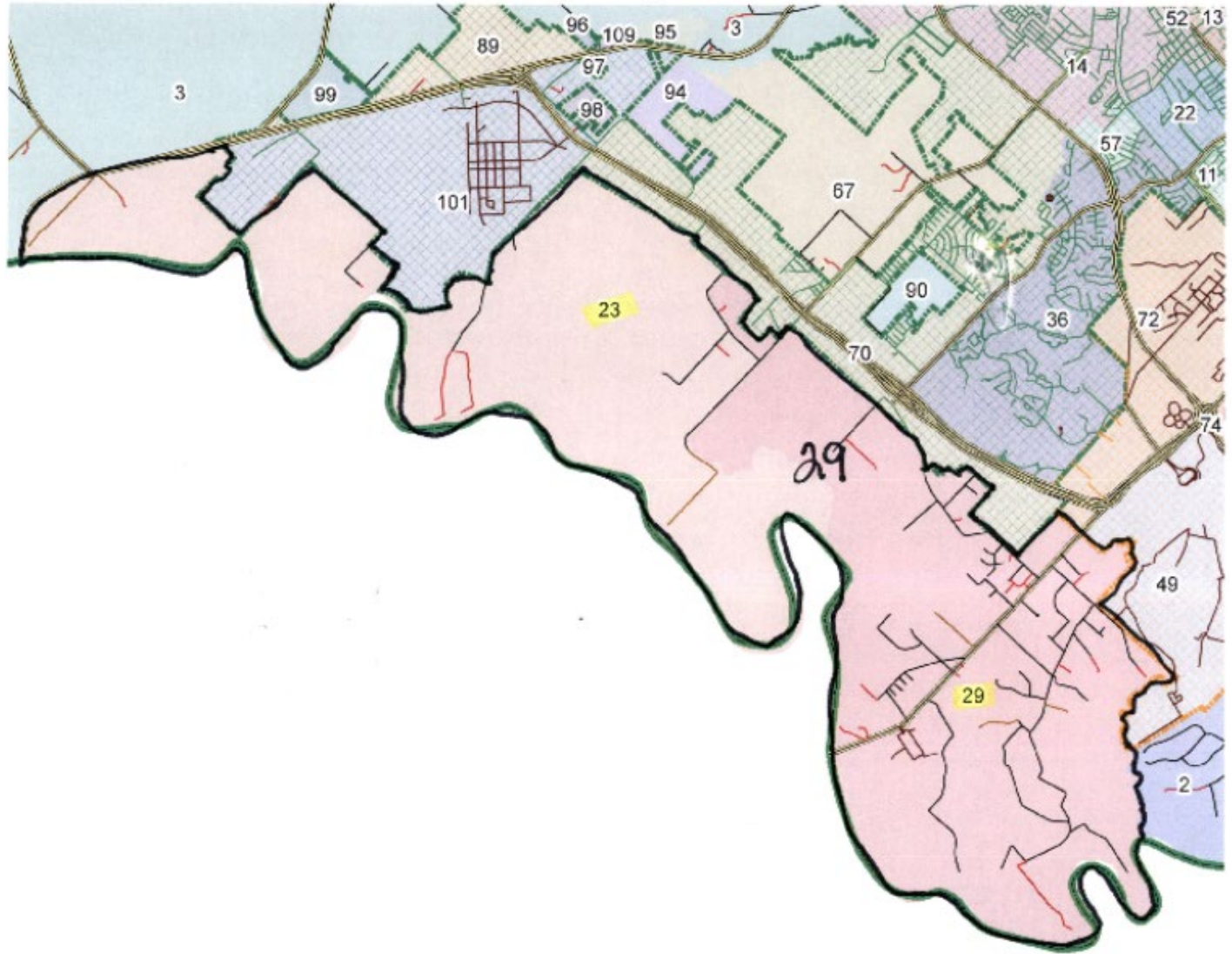


# Precincts 54, 42 and 59

54	54	3		4	12	
	42	3		4	12	ISD SPLIT
	59	3		CS	12	



# Precincts 23 and 29

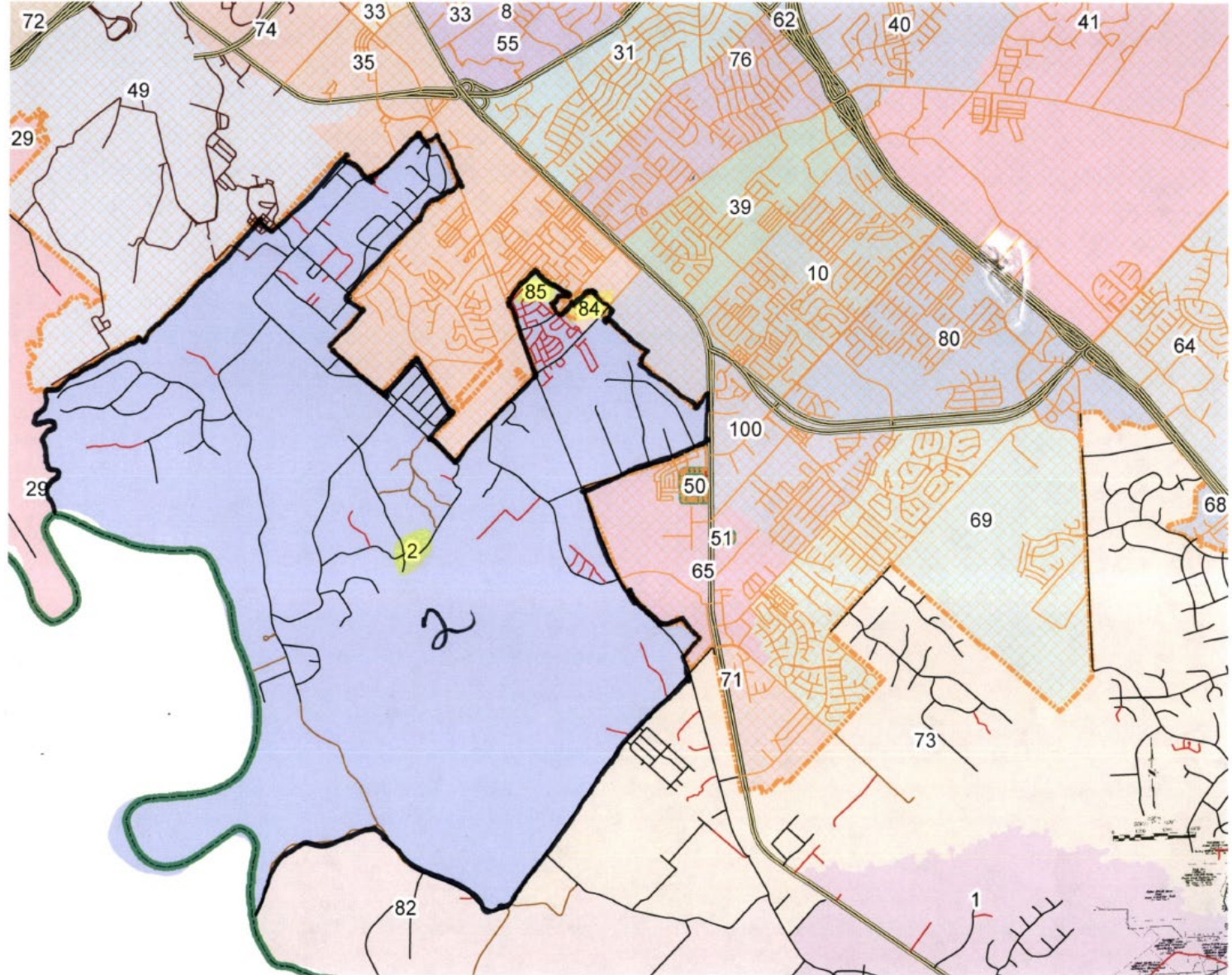


29	23	4		5	14	
	29	4		5/CS	14	ISD SPLIT



# Precincts 2, 85 and 84

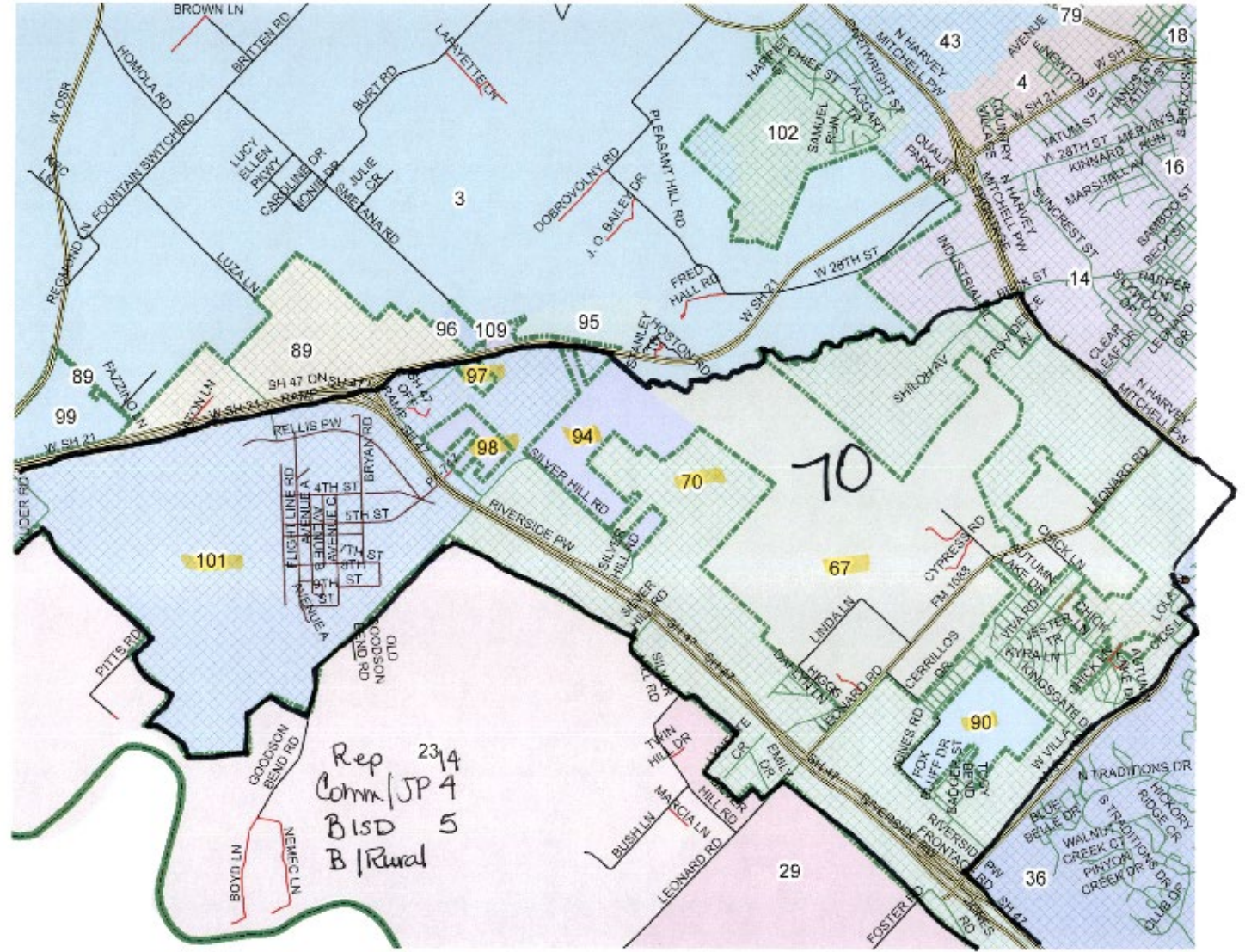
2	2	1		CS	12	
	85	1	CS	CS	12	CITY/RURAL SPLIT
	84	1	CS	CS	12	





# Precincts 70, 101, 97, 98, 94, 67 and 90

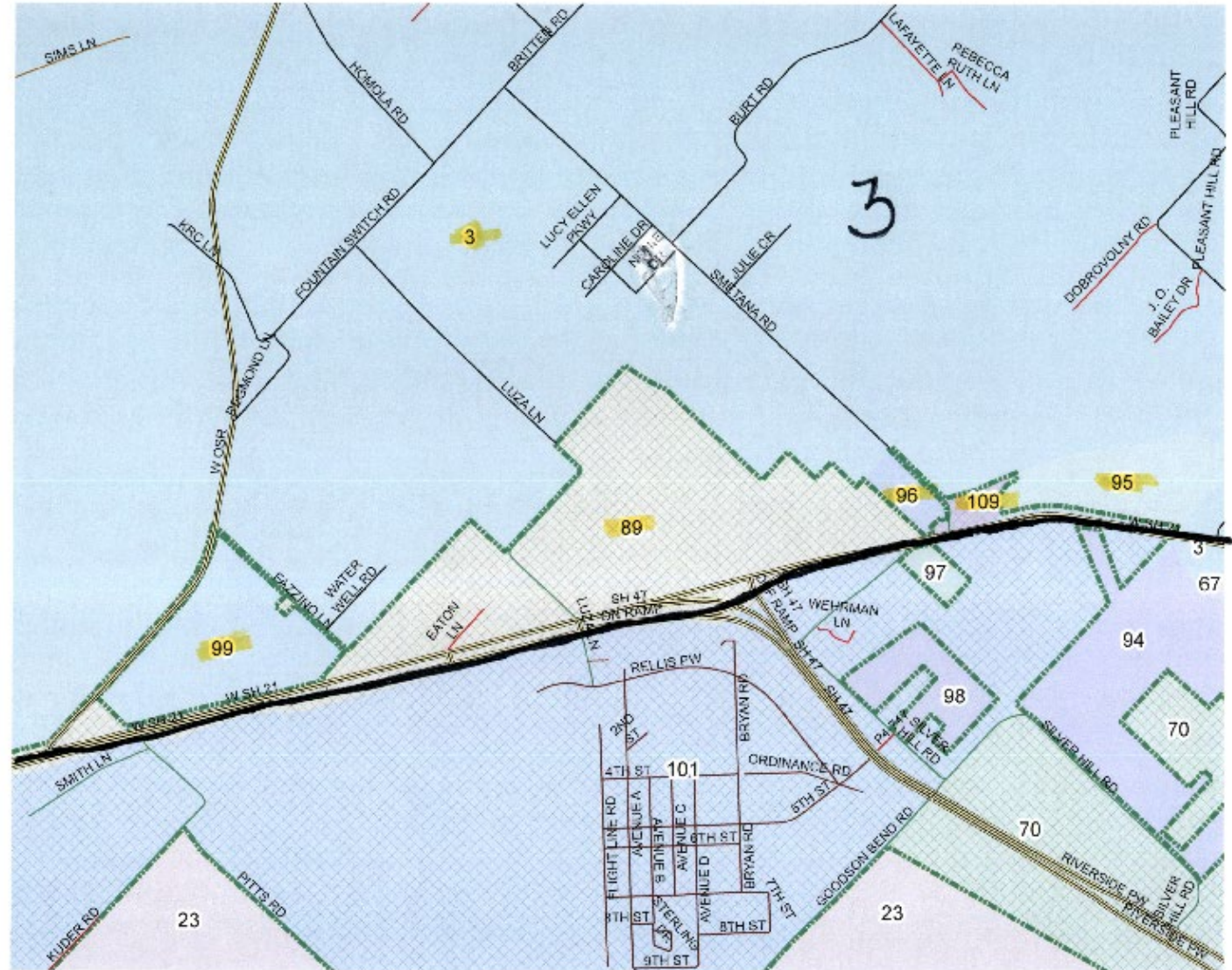
70	70	4	5	5	14	
	101	4	5	5	14	
	97	4		5	14	CITY/RURAL SPLIT
	98	4		5	14	
	94	4		5	14	
	67	4		5	14	
	90	4		5	14	





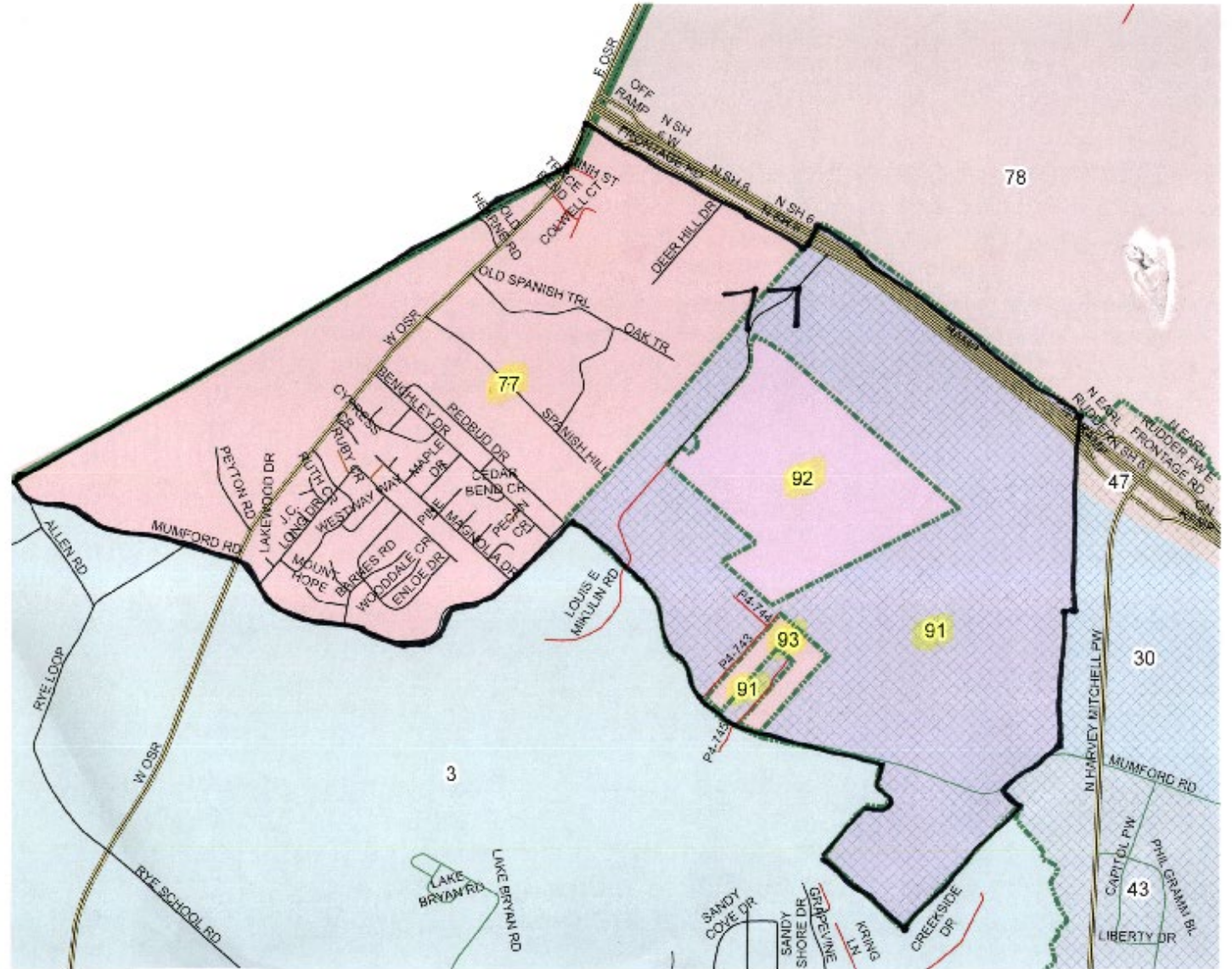
# Precincts 3, 89, 95, 96, 99 and 109

3	3	4		1	14	
	89	4	5	1	14	
	95	4		1	14	CITY/RURAL SPLIT
	96	4		1	14	
	99	4		1	14	
	109	4	5	1	14	



# Precincts 77, 91, 92 and 93

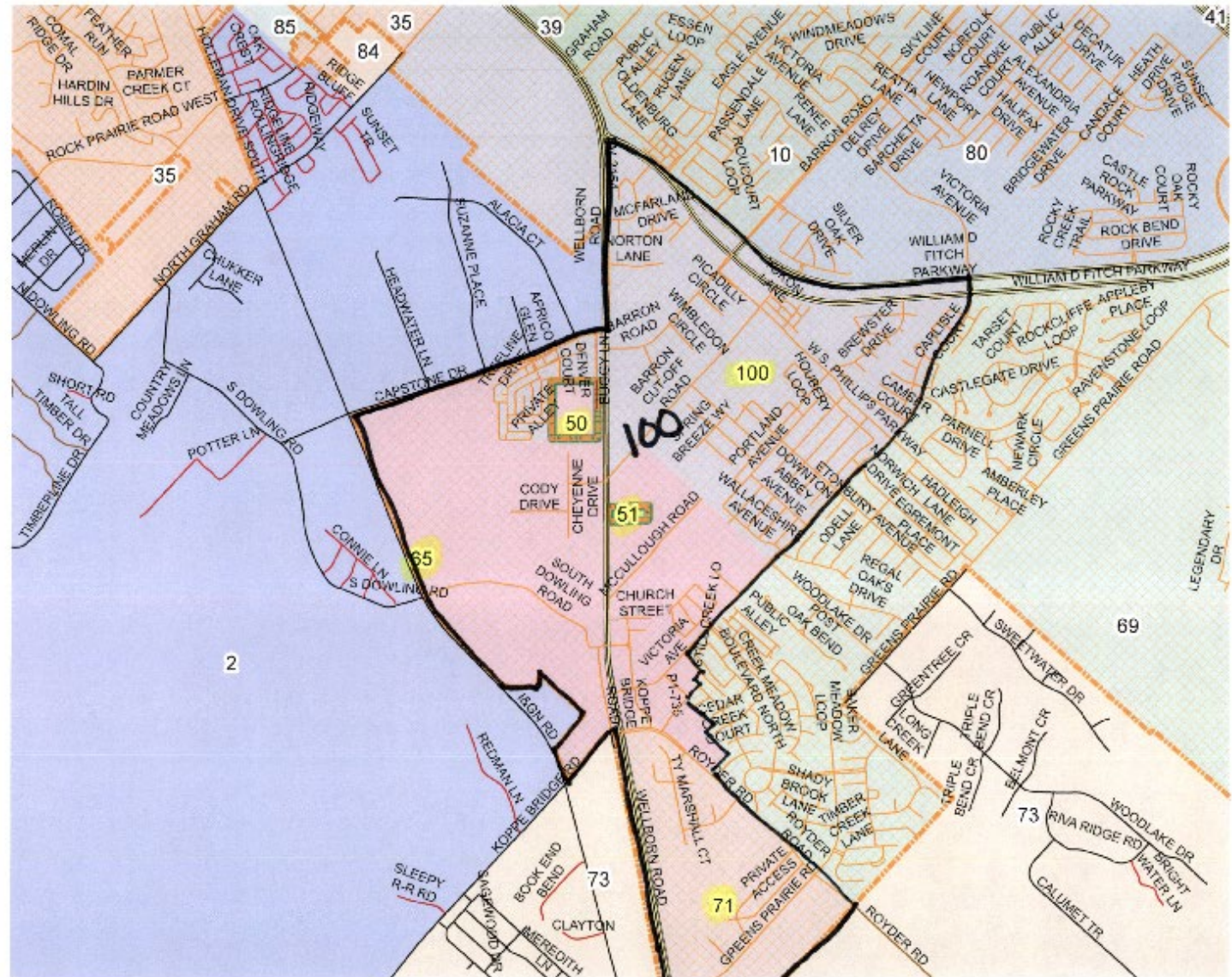
77	77	4		1	14	
	91	4	2	1	14	CITY/RURAL SPLIT
	92	4		1	14	
	93	4		1	14	





# Precincts 50, 51, 65, 71 and 100

100	50	1		CS	14	
	51	1	CS	CS	14	
	65	1	CS	CS	14	CITY/RURAL SPLIT
	71	1	CS	CS	14	
	100	1	CS	CS	14	



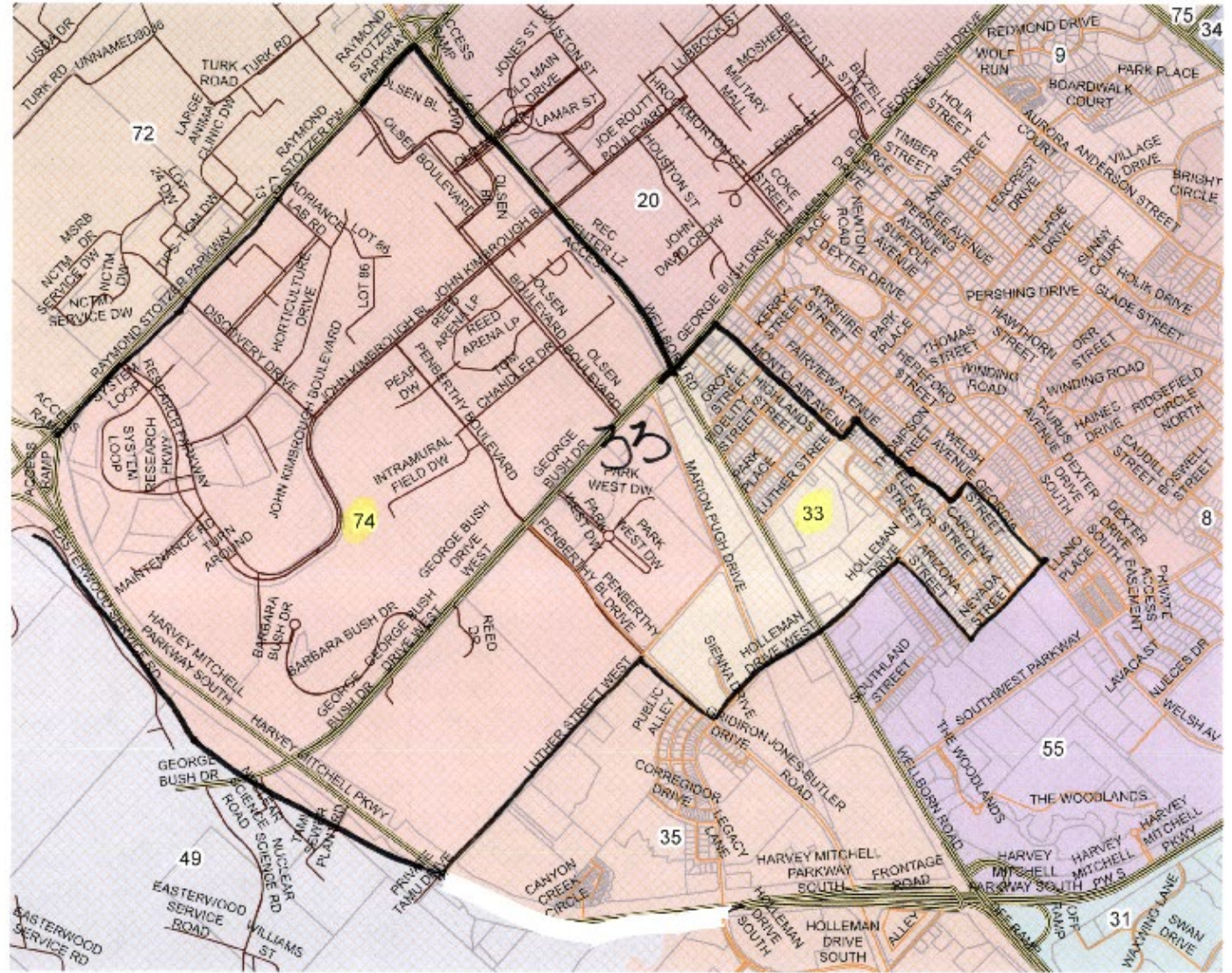


32	22	2	1	5	14
	32	2	1	5	14



# Precincts 33 and 74

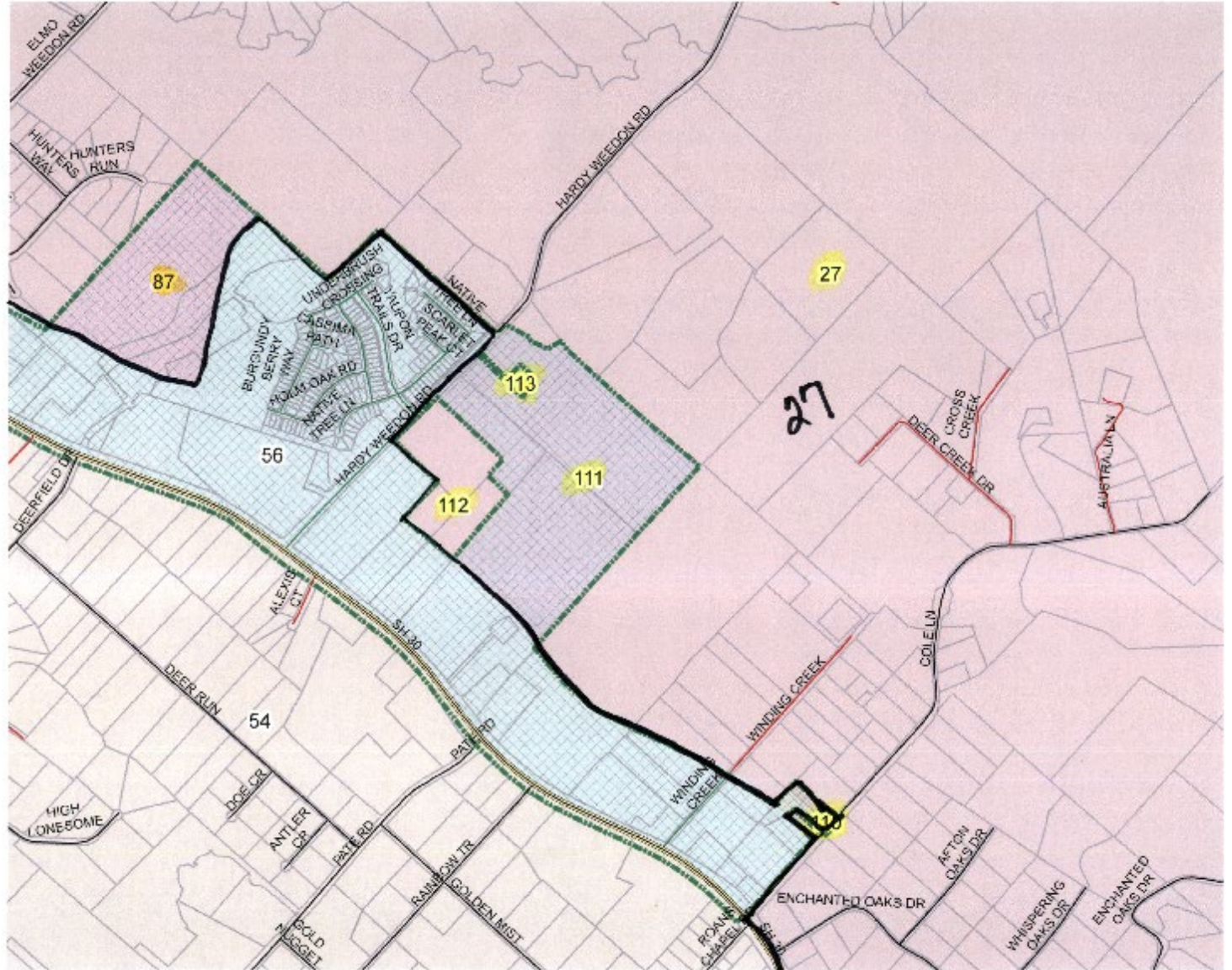
33	33	4	CS	CS	14
	74	4	CS	CS	14





# Precincts 27, 87, 110, 111, 112 and 113

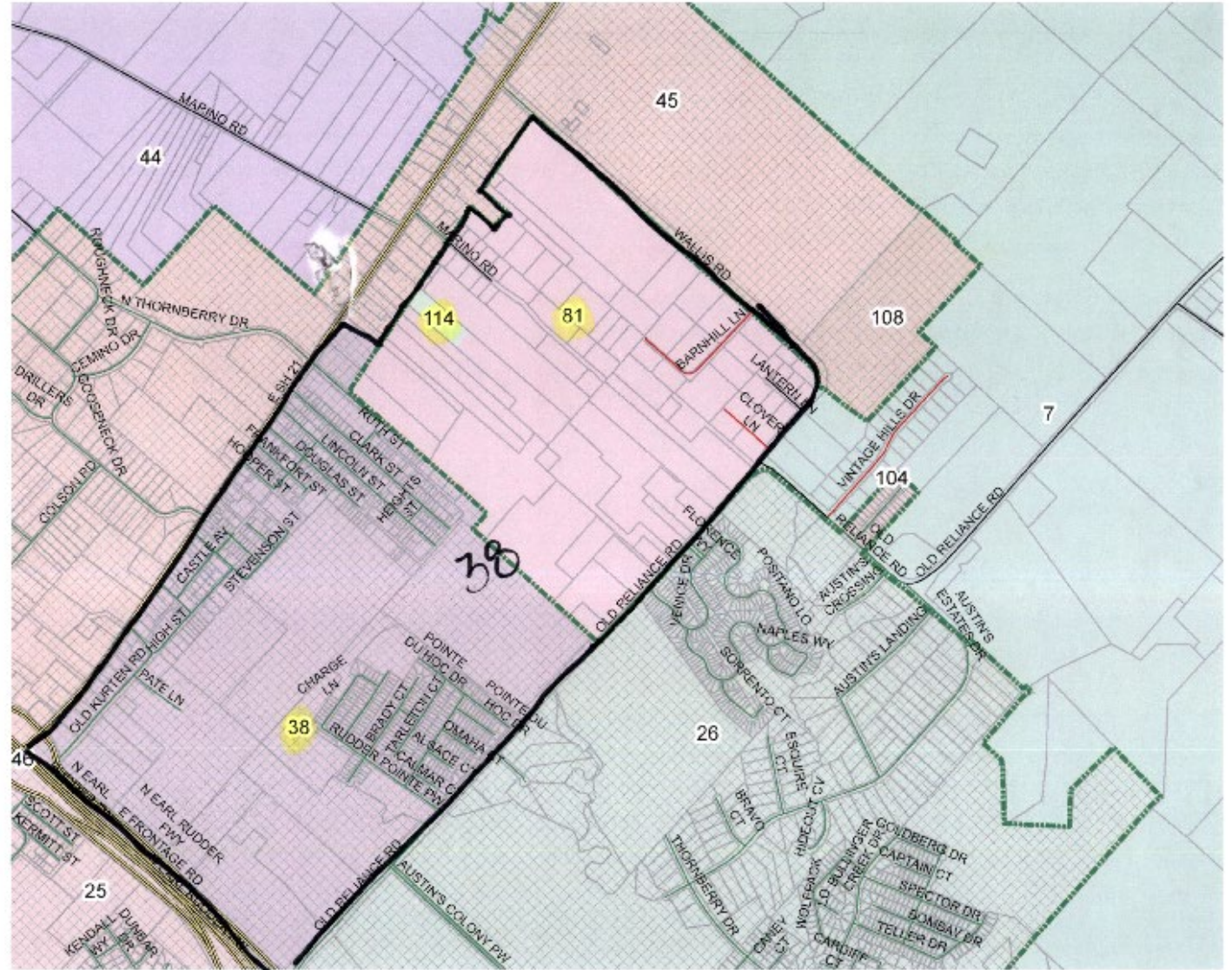
27	27	2		4	12	
	87	2	4	4	12	
	110	2	4	4	12	CITY/RURAL SPLIT
	111	2	4	4	12	
	112	2		4	12	
	113	2		4	12	





# Precincts 38, 81 and 114

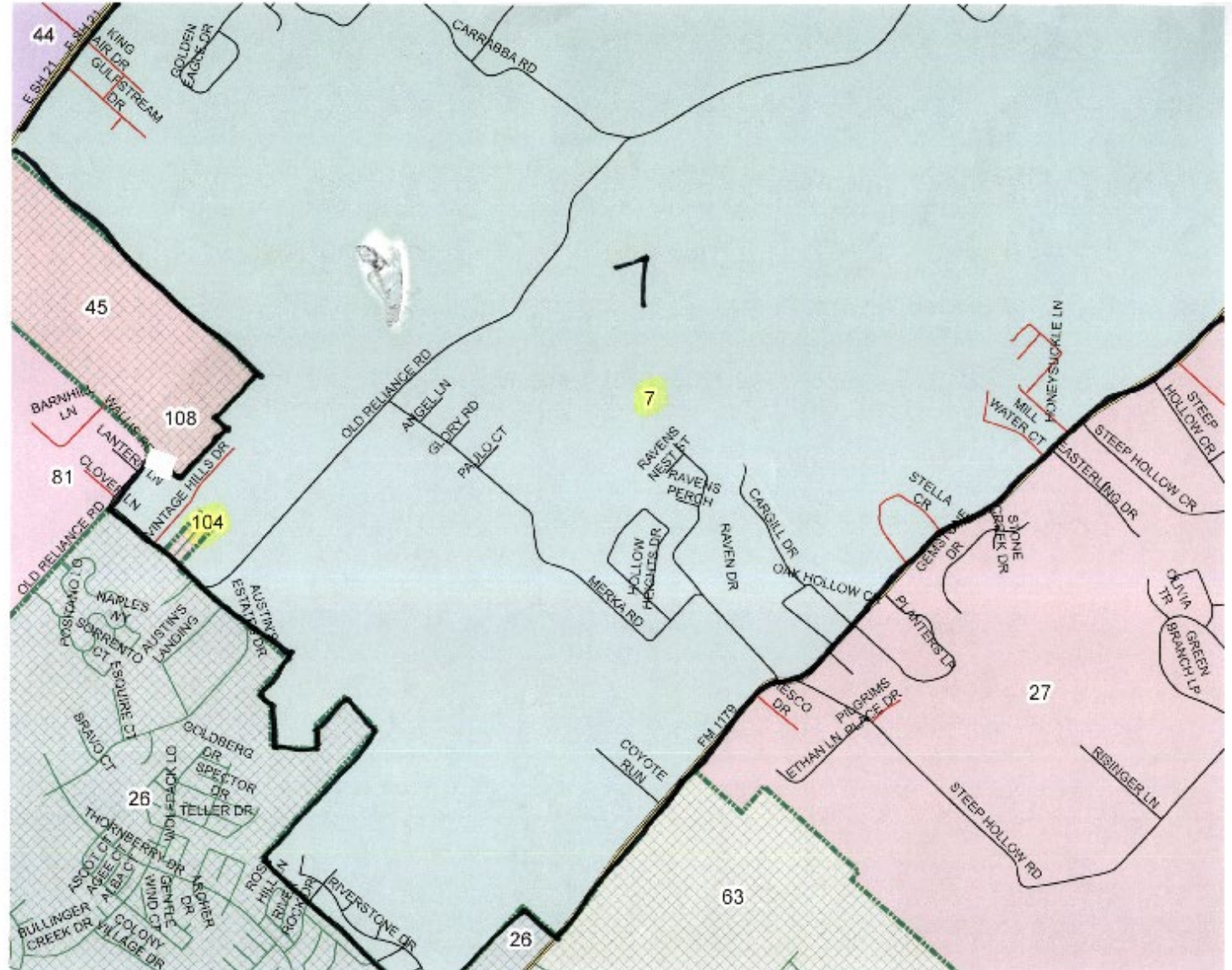
38	38	4	2	2	12	
	81	4		2	12	CITY/RURAL SPLIT
	114	4	2	2	12	





# Precincts 7 and 104

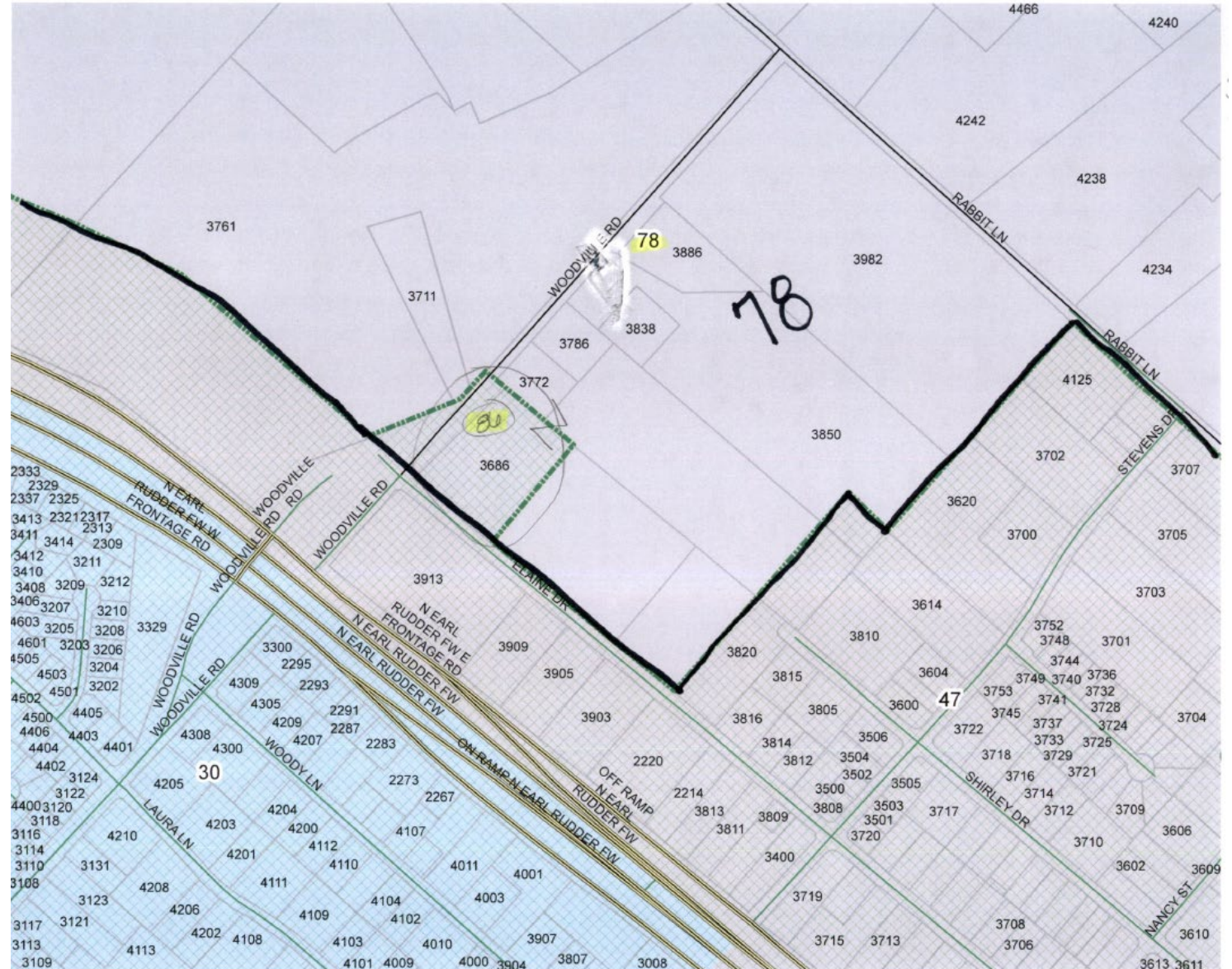
7	7	2		3	12	
	104	2	3	3	12	CITY/RURAL SPLIT



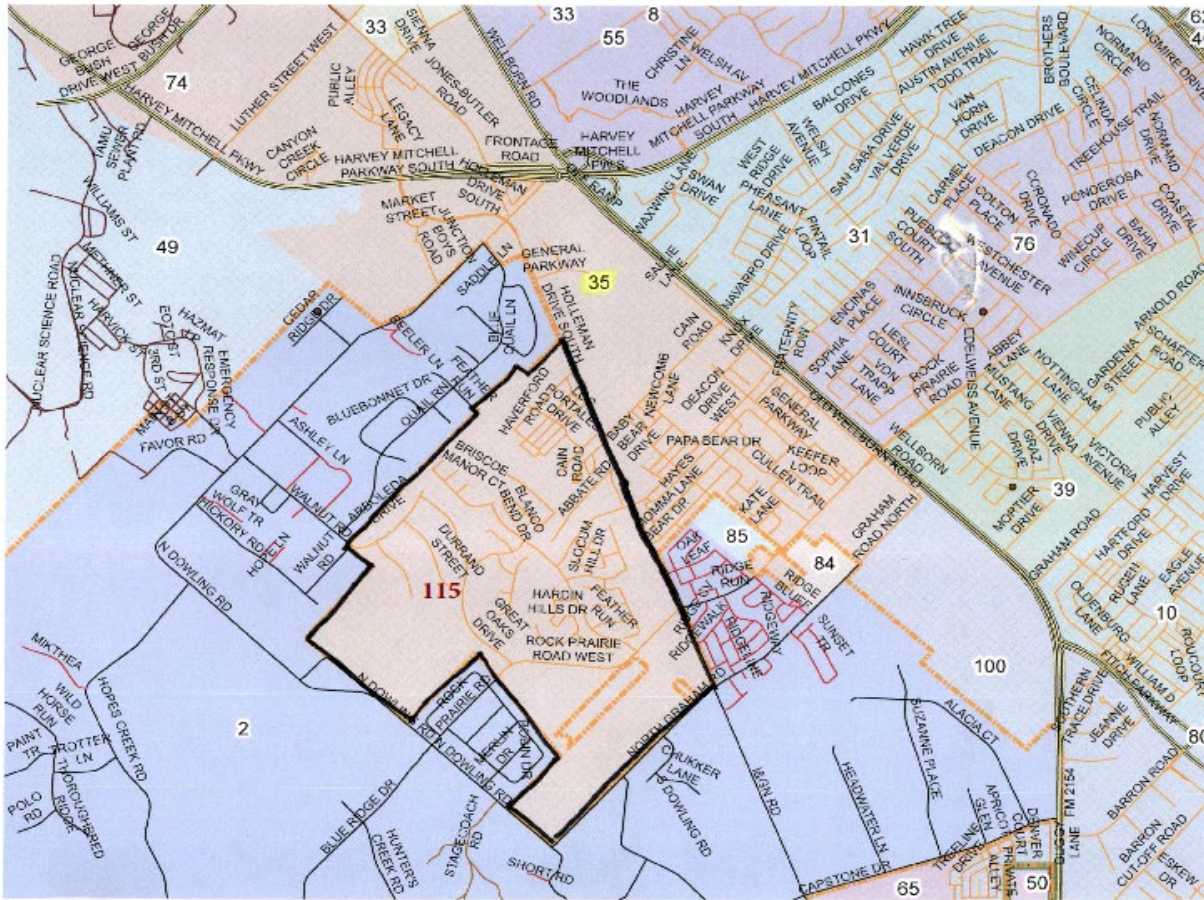


# Precincts 78 and 86

78	78	2		2	14	
	86	2	2	2	14	CITY/RURAL SPLIT







# Splitting Precinct 35 and Creating 115

35	1	CS	CS	14
115	1	CS	CS	14

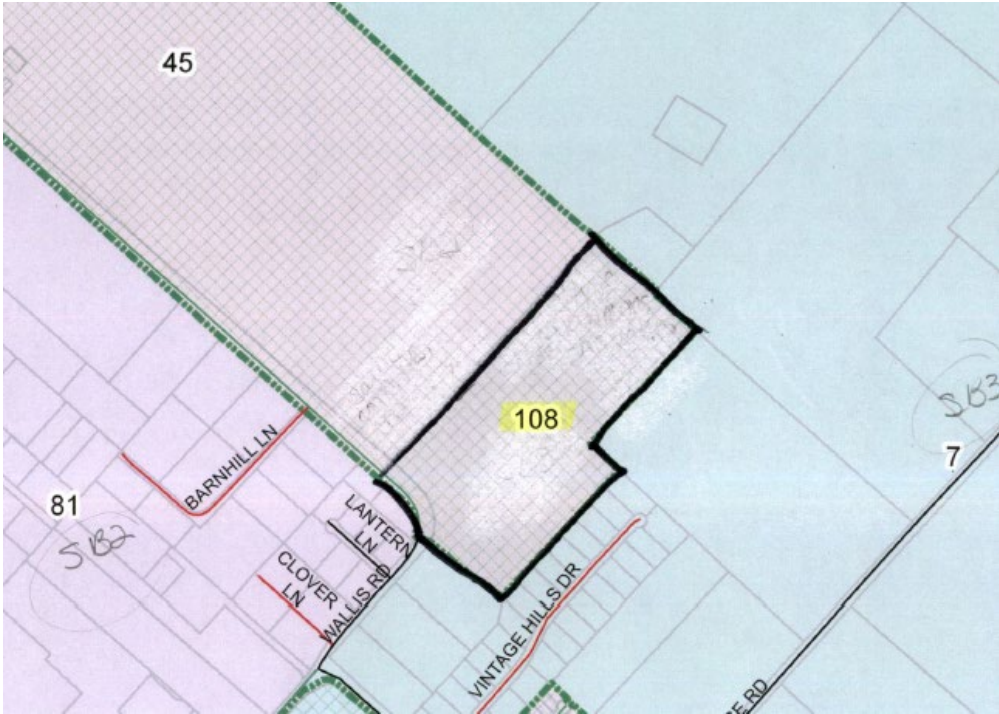
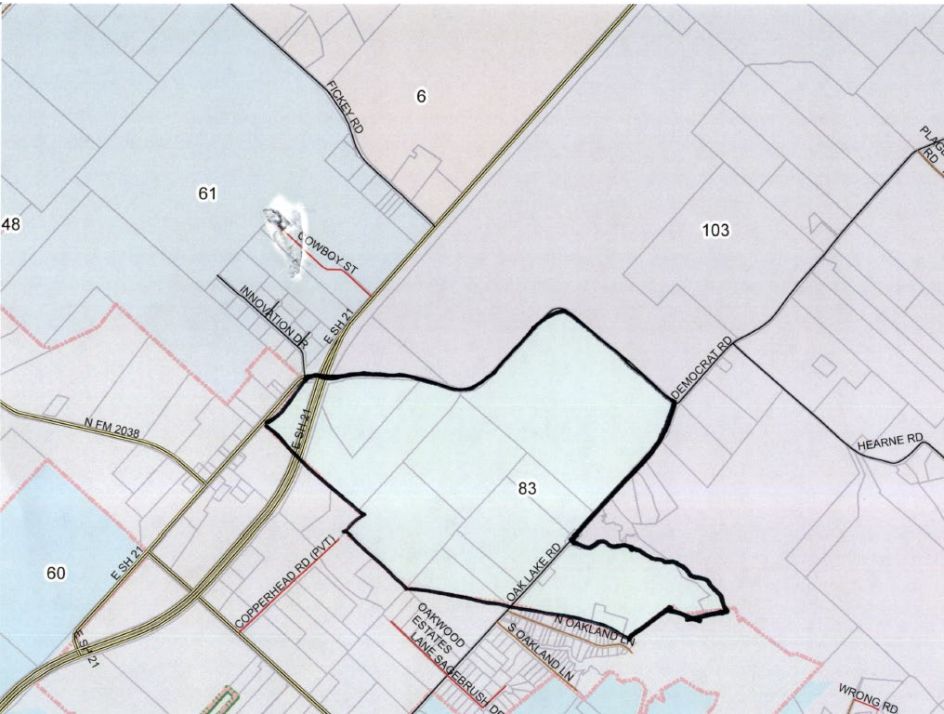
# Precincts Not in Compliance

83	2		3	12
61	2		3	14
103	2		4	12
48	2		3	14

20 Voters

108	2	2	3	14
7	2		3	12
81	4		2	12
45	2	2	2	12

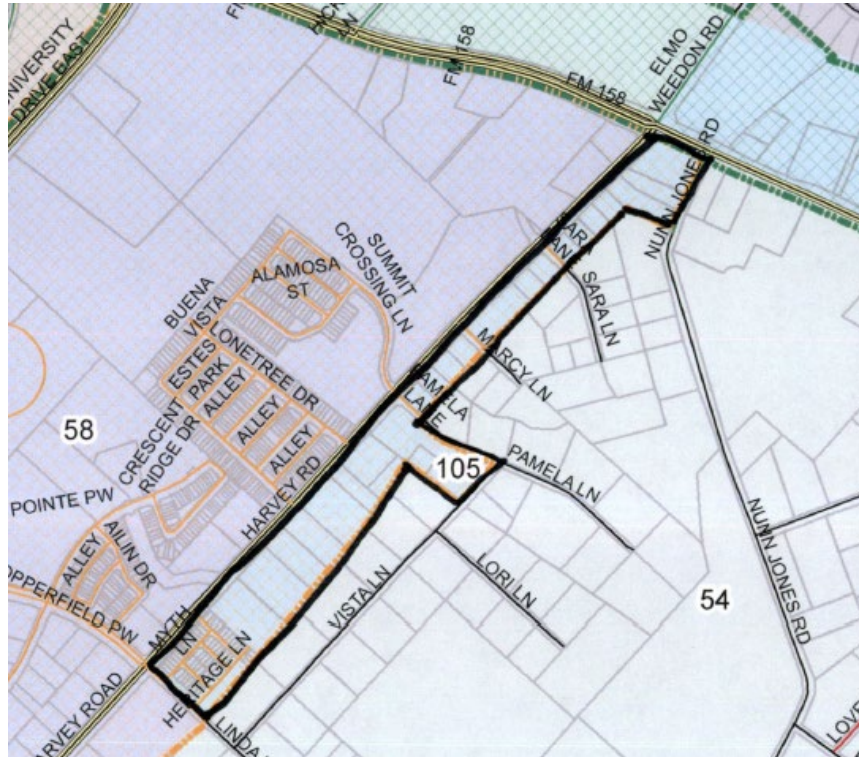
0 Voters





105	3 CS	4	14	
54	3 CS	4	12	
53	3 CS	4	12	
56	2	4	3	12
58	2 CS	4	14	

85 Voters





Current  
Eliminating  
Adding  
TOTAL

---

114  
38  
1  
77





---

Trudy Hancock, REO, CERA

979-361-5770

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

[www.brazosvotes.org](http://www.brazosvotes.org)



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval requested from the Public Defender's Office for the following:

- a. 2026 Brazos County Resolution #25-005, Indigent Defense Improvement Grant Program, in preparation for submitting the grant application.
- b. Grant application for 2026 Improvement Grant (Division Expansion)
- c. Grant Application for 2026 Improvement Grant

TO: Commissioners Court

DATE: 04/15/2025

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="#">FY_2026_Resolution_and_Submission_Form.docx</a>	Resolution - 2026 Indigent Defense Improvement Grant Program	Cover Memo
<a href="#">backup_for_Indigent_Defense_Grant_Commissioner_s_Court_Agenda_Item.pdf</a>	backup - email - Indigent Defense	Cover Memo
<a href="#">Grant_Application_for_Division_Expansion.pdf</a>	Grant Application for Division Expansion	Cover Memo
<a href="#">Grant_Application_for_Improvement_Grant.pdf</a>	Grant Application for Improvement Grant	Cover Memo
<a href="#">fy2026-improvement-grant-rfa.pdf</a>	fy25 improvement grant	Cover Memo
<a href="#">grant-management-readerv2.0.pdf</a>	grant management reader	Cover Memo



**BRAZOS COUNTY, TEXAS  
GRANT APPLICATION APPROVAL FORM**

Date: 4/24/2025

Requesting Department: Public Defenders Office

Grant Title: 2026 Improvement Grant (Division Expansion)

Granting Agency: Texas Indigent Defense Commission

Amount Requested: \$1,726,575.21

Grant Term (Beg/End): October 1, 2025-September 30, 2026

**Project**

Description: Expansion and creation of a Juvenile, Mental Health, and Appellate division for Brazos County defendants. This will increase the number of available court appointed attorneys for the Juvenile Court, mental health cases, and the appellate caseload for the County and District Courts.

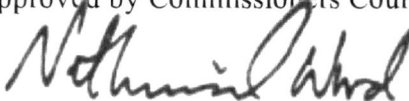
Will this grant fund salary & benefits? Yes

Is there County Match requirement? And if so how much? 20% or \$345,315.04

**NOTE TO COMMISSIONERS COURT: All grants will require some form of indirect support from the administrative departments including the Auditor's office, Information Technology, County Treasurer, the Budget Office, Purchasing, Commissioners Court, County Judge, and possibly the Fleet Department and Human Resources.**

I acknowledge that all financial reporting under the County's EIN or UEI will be handled by the County Auditor. I am aware that approval to apply for a grant by Commissioners Court does not constitute a promise or obligation from Commissioners Court to fund the activities in the event we no longer receive grant funds.

\*Please include a list of all Statutes, Standards, and Regulations referenced in the announcement and/or application. All grants are contracts between Brazos County and the granting agency and should be approved by Commissioners Court prior to the application submission.

  
\_\_\_\_\_  
Elected Official/Department Head Signature

Approved by Commissioners Court on this 29<sup>th</sup> day of APRIL 2025.

  
\_\_\_\_\_  
Commissioners Court Approval

Items referred to in the grant announcement and attached to the agenda item:

Texas Grant Management Standards  
Federal Uniform Grant Guidance – Uniform Requirements CFR-2024  
2004 Resolution creating the Brazos County Drug Court Program  
OCA List of Registered Specialty Court  
BVCOG 2023-2028 Strategic Plan – aka Community Justice Plan  
Brazos County Cybersecurity Training Certification for FY 23-24  
Texas Code of Criminal Procedure Chapter 66 Disposition Completeness Report at Jan 13, 2025  
2023 UCR data for Brazos  
Public Safety Office – CEO/Law Enforcement Certification and Assurance Form – Sexual Assault  
Evidence Tracking Program  
Public Safety Office – CEO/Law Enforcement Certification and Assurance Form – Department of  
Homeland Security

**2026 Brazos County Resolution**  
**Indigent Defense Improvement Grant Program**

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

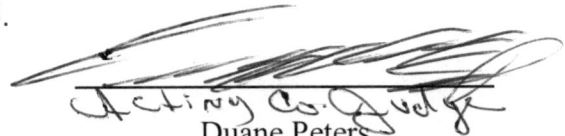
WHEREAS the Commissioners Court authorizes this grant program to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

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

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

BE IT FURTHER RESOLVED that Nathan Wood is designated as the Program Director and contact person for this grant and the Auditor is designated as the Financial Officer for this grant.

Adopted this 29 day of April, 2025.

  
Duane Peters  
County Judge

Attest:

  
County Clerk

**Internet Submission Form**

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received # \_\_\_\_\_. This grant application submission was in accordance with the Commissioners Court Resolution above.

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





**BRAZOS COUNTY, TEXAS  
GRANT APPLICATION APPROVAL FORM**

Date: 4/24/2025

Requesting Department: Public Defenders Office

Grant Title: 2026 Improvement Grant

Granting Agency: Texas Indigent Defense Commission

Amount Requested: \$1,588,652.91

Grant Term (Beg/End): October 1, 2025-September 30, 2026

Project

Description: The ongoing facilitation of court appointed legal defense for indigent defendants in Brazos County.

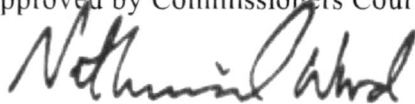
Will this grant fund salary & benefits? Yes

Is there County Match requirement? And if so how much? 40% or \$635,461.16

**NOTE TO COMMISSIONERS COURT: All grants will require some form of indirect support from the administrative departments including the Auditor's office, Information Technology, County Treasurer, the Budget Office, Purchasing, Commissioners Court, County Judge, and possibly the Fleet Department and Human Resources.**

I acknowledge that all financial reporting under the County's EIN or UEI will be handled by the County Auditor. I am aware that approval to apply for a grant by Commissioners Court does not constitute a promise or obligation from Commissioners Court to fund the activities in the event we no longer receive grant funds.

\*Please include a list of all Statutes, Standards, and Regulations referenced in the announcement and/or application. All grants are contracts between Brazos County and the granting agency and should be approved by Commissioners Court prior to the application submission.

  
Elected Official/Department Head Signature

Approved by Commissioners Court on this 29<sup>TH</sup> day of APRIL 2025.

  
Commissioners Court Approval

Items referred to in the grant announcement and attached to the agenda item:

Texas Grant Management Standards  
Federal Uniform Grant Guidance – Uniform Requirements CFR-2024  
2004 Resolution creating the Brazos County Drug Court Program  
OCA List of Registered Specialty Court  
BVCOG 2023-2028 Strategic Plan – aka Community Justice Plan  
Brazos County Cybersecurity Training Certification for FY 23-24  
Texas Code of Criminal Procedure Chapter 66 Disposition Completeness Report at Jan 13, 2025  
2023 UCR date for Brazos  
Public Safety Office – CEO/Law Enforcement Certification and Assurance Form – Sexual Assault  
Evidence Tracking Program  
Public Safety Office – CEO/Law Enforcement Certification and Assurance Form – Department of  
Homeland Security



# **FY2026**

## **Indigent Defense Improvement Grant Request for Applications (RFA)**

### **Section I: Overview**

The Texas Indigent Defense Commission (TIDC) provides financial and technical support to counties to develop and sustain quality, cost-effective indigent defense systems. TIDC's Improvement Grant Program provides program-specific funding awarded on a competitive basis. The Commission may provide Improvement Grants for any program that improves indigent defense services.

**Period for Funding and Program Operation:** October 1, 2025 to September 30, 2026.

**Application Due Date for Priority Consideration: May 9, 2025.**

Applications must be submitted online through TIDC's [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu). Applications submitted after the due date may be considered if funds remain available after award decisions on applications meeting the priority deadline.

#### **Optional Intent to Submit Application (ISA)**

Applicants that have not been actively working with TIDC on their grant application are strongly encouraged to submit a brief Intent to Submit Application (ISA) online form prior to developing a new grant application. The ISA provides an opportunity for TIDC to provide initial feedback on whether the proposed program is within the scope of the grant program. Although ISAs are optional, counties should submit them by April 1, 2025 in order to provide sufficient opportunity to incorporate TIDC feedback when developing a full application. Contact the TIDC Grant Team at 512-463-2508 or [ecolfax@tidc.texas.gov](mailto:ecolfax@tidc.texas.gov) or [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) to initiate an ISA.

### **Improvement Grant Categories:**

#### **Multi-Year Improvement Grants**

- Funding for programs providing indigent defense representation, including public defender offices, managed assigned counsel programs, and indigent defense coordinator programs.
- Provides funding over four years.
- Typically reimburses up to 80% of total approved project costs for the first year; 60% for the second year; 40% for the third year; and 20% for the fourth year.
- Awards for multi-year grants are made each fiscal year, with funding of eligible expenses provided on a reimbursement basis. Grantees will be required to submit a brief continuing grant application form for continued funding each grant year.
- Minimum of \$50,000 per application.
- Require a cash match as described above.

## **Rural Regional Public Defender Sustainability Grants**

- Regional programs must cover three or more counties.
- Counties with populations less than 100,000 are eligible. (Counties that exceed this threshold may request a variance based on special considerations.)
- Provides reimbursement of 80% of approved program costs in the initial year, transitioning to ongoing sustainability funding covering 2/3 of eligible costs in subsequent years.
- May be operated directly by counties or contracted to eligible nonprofit public defender organizations.

## **Single-Year Improvement Grants**

- Funding for indigent defense process improvement projects including technology projects.
- These projects require a cash match as detailed in Section II below.
- Minimum of \$5,000 per application. Routine equipment replacements or upgrades are not eligible.

## **Technical Support Grants**

- Special projects including indigent defense research, program assessments, or pilot projects that build the knowledge base about indigent defense and test processes that can be applied in other counties.
- All technical support projects must result in a project paper that describes the implementation, the benefits the county may have received, a brief commentary from participants, and a brief discussion on implications or suggestions for other similar projects.

## **Continued Multi-Year Improvement Grants**

- Counties with current Multi-Year Improvement Grant awards and Rural Regional Public Defender Sustainability Grants must submit a brief online Continued Multi-Year Improvement Grant form for each subsequent year of eligible funding.
- A new Commissioners Court or governing board resolution must be submitted with the application each year.
- Requests for scope changes, amendments or budget adjustments may be submitted with Continued Multi-Year applications.

## **Other TIDC Funding Opportunities**

- Extraordinary Disbursement Grants reimburse counties for extraordinary indigent defense costs in a case or series of cases causing an extraordinary financial hardship for the county.
- Compliance Assistance Grants are awarded for a specific program designed to promote and assist a county's compliance with the requirements of state law relating to indigent defense. These grants may be initiated by TIDC following monitoring visits.
- Extraordinary Disbursement and Compliance Assistance Grants follow separate application procedures. Contact TIDC to initiate an application.

## **Priority Program Areas**

Applications for the following program types shall be given funding priority:

- Managed indigent defense programs that put in place mechanisms to ensure quality representation. This includes but is not limited to managed assigned counsel and public defender programs.
- Regional indigent defense services.
- Specialized (mental health, juvenile, etc.) indigent defense services.
- Programs that serve rural areas.
- Programs that measure the quality of representation for indigent defendants.
- Online indigent defense process management systems.

- Other programs that implement cost containment initiatives designed to limit local indigent defense cost increases or reduce county operating costs with respect to indigent defense.

Preferred Applications will have the following characteristics:

- Demonstrate how the proposed activity will be a model program or can be duplicated in other jurisdictions.
- Involve coordinated multi-county submissions.
- Demonstrate a county's long-term commitment to the program.
- Contain a cash match from the county or other non-governmental source.
- Have minimal or no indirect costs requirements.
- Serve small counties (population less than 50,000) or mid-sized counties (50,000 to 250,000).

Grant applications that are consistent with the Commission's standards, related statutes, and priorities listed above are more likely to receive an Improvement Grant award.

## Eligibility

The following entities are eligible for Improvement Grants:

- Texas counties. Counties may apply jointly for funding but must designate one county as the grant recipient.
- A law school's legal clinic or program that provides indigent defense services for Texas counties as described in Section 79.037, Texas Gov't Code.
- A regional public defender formed under Article 26.044, Code of Criminal Procedure that provides indigent defense services for Texas counties and meets the requirements of Texas Gov't Code Section 79.037.
- An entity described by Section 791.013, Texas Gov't Code that provides to a county administrative services under an interlocal contract entered into for the purpose of providing or improving the provision of indigent defense services in the county.
- A nonprofit corporation that provides indigent defense services or indigent defense support services in a county. Nonprofit applicants must document support from and coordination with the county or counties and courts served. Nonprofit applications should contact TIDC staff early in the process online grant application account setup and for guidance on documentation of county support and coordination.

## Grant Application Training

A web-based training session will be offered on **Friday, January 24, 2025 at 2:00 p.m.** for counties considering an application. Check the [TIDC website](#) for details and registration.

# Section II: Application Process & Requirements

## Grant Application Checklist:

**These steps provide an overview of the grant application process and are described in detail in the following pages.**

- ☐ Develop and research a program or procedure that would directly serve indigent clients or improve provision of indigent defense services.
- ☐ **Optional:** Complete Intent to Submit ISA (ISA) that includes problem statement, objectives, activities, and evaluation. The ISA should be submitted before **April 1, 2025** and provides an opportunity to confirm that the idea is within the scope of the TIDC grant program before



developing a full application. **Only applicants who have not been actively working with TIDC staff on their proposal need to do this.**

- a. Log onto the Commission's [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu)
  - b. Look at the online screen and verify that the appropriate judicial officials have submitted county-wide indigent defense plans and that their plans meet the grant eligibility requirements. Address any outstanding plan issues.
  - c. Select type of grant among the categories listed above.
  - d. Commissioners court resolutions are not required by the Commission until the full application deadline, but local rules may require Commissioners' Court approval.
- ☐ Complete each required section of the online full application. For priority consideration, applications should be submitted online by **5:00 PM on May 9, 2025**. Applications submitted after this date may be considered if funds are available.
  - ☐ Secure written documentation of support from courts, county commissioners (resolution), and other parties involved in or affected by the process.
  - ☐ Submit the Resolution/Internet Submission Form and court commitments/support along with any other supporting documents to certify the application complete. Supporting documents may be uploaded to the application file via the upload link in the online application form. All supporting documents should be submitted on or before May 9, 2025.

## **Optional Intent to Submit Application (ISA)**

Applicants not already actively working with TIDC on their grant applications are encouraged to complete a brief online Intent to Submit an Application (ISA) before developing a full application. The ISA includes four parts: problem statement, program goals, activities, and evaluation. Applicants will also designate the grant officials and state the estimated total project costs, keeping in mind that the amount may change in the application. The ISA includes a succinct description of an indigent defense improvement that will be implemented if grant funds are awarded to the applicant. Although ISAs are optional, prospective applicants should submit them by **April 1, 2025** in order to provide sufficient opportunity to incorporate TIDC feedback when developing a full application. ISAs are submitted using the [Grant, Reporting, and Plan Management Website](http://tidc.tamu.edu). **Regardless of whether an applicant submits an ISA, all applicants are strongly encouraged to contact TIDC early in their application development process.**

## **Full Application Requirements**

Applicants must log into the TIDC [Grants, Reporting, and Plan Management Website, \(https://tidc.tamu.edu\)](https://tidc.tamu.edu), to complete an application. Each application must have a narrative that describes the proposed activity. The narrative portion of the application consists of seven sections that must be completed. Additionally, an online budget form must be completed. Each of these elements must be completed for the application to receive full consideration. Carefully review any formatted content pasted into the online system, which will only accept basic formatting. The sections of the grant application are:

- a. **Introduction (Executive Summary)**— In one hundred (100) words or less, describe the program and its main goals. This paragraph will be the abstract of the project. Clearly state what the program will do and the broad goals that will be met if the program is funded. The summary will be most useful if it is prepared after the application itself has been developed in order to summarize effectively the key elements of the project.

- b. Problem Statement**—Describe the issue or problem the proposed activity is intended to improve or correct. Make a clear, concise, and well-supported statement of the problem to be addressed. Provide any formal or informal data related to the problem. Include information about the affected populations, social and economic costs of the issue, and resources currently used.
- c. Objectives**—Develop clear targets and goals for the program to accomplish. State how the objectives address the problem stated above.
- Objectives must be directly related to the program in this application and the funds requested.
  - Objectives must be time and date specific and measurable.
  - Objectives are the basis for the evaluation and progress reports.
  - Objectives must be consistent with the Problem Statement.
  - Technical Support Applications should also identify research questions in this section.
- d. Activities**—Describe the specific activities the applicant will conduct if awarded a grant. The activities should support the objectives.
- Include detailed instructions of step-by-step procedures that will take place to implement the program and the resources needed to complete each task.
  - Make sure to incorporate the required elements for the types of programs listed on Attachment C.
  - Include start-up tasks and the ongoing program activities that staff will perform to implement the program.
  - Write this section so that outsiders know exactly what the applicant plans to do.
  - Provide justification related to effectiveness and/or economy of the activity proposed. Include supporting research on this activity if available.
  - Describe whether existing staff and/or contractors will perform tasks, reports, etc. or if new staff positions will be created to implement the program. If the program will be implemented through a contract, include information on the selection process.
  - If the proposed program implements a new component into an existing process or program, clarify how the new process is different from existing programs.
- e. Evaluation**—Describe the process that will be used to determine whether the program has met the stated objectives and the measures that will be used to demonstrate the program's impact.
- Evaluation must be linked directly to the objectives and activities. The evaluation must measure both the progress made toward implementing the grant-funded activity and the effect of the program once it is in operation.
  - Measure the attainment of objectives in a specific and tangible manner (e.g., "Applications of indigence and requests for appointed counsel will be accepted electronically and maintained in an online data management system").
  - Measures must be quantifiable (e.g., count the number of requests for counsel received).
  - Measures must be time-specific (e.g., requests for counsel will be counted from February to January and reported monthly).
  - Measures must identify the manner in which they will be recorded for future review (e.g., a case management system report). Data collection cooperation agreements with county offices and departments are strongly recommended so that the applicant can demonstrate it will be able to meet data collection and evaluation goals.
  - The measure of success is determined by the goals and objectives of the proposed activity. Describe how milestones, accomplishments, and timelines will be tracked and recorded.

- vii. Evaluations must demonstrate how the program impacts other county processes when applicable. Evaluations of program success should be considered from both fiscal and programmatic perspectives.
- viii. Technical Support Grant applications should also use this section to outline the required project paper that will describe implementation, benefits the county may have received, commentary from participants, and implications or suggestions for other similar projects.
- f. **Future Funding**—Describe how the proposed activity fits into the county’s long-term budget planning after the grant ends.
- g. **Budget Narrative and Budget Form (a narrative is required in addition to completing the form)**—Applicants must submit the online budget form. Budgets must clearly state the costs to implement and sustain the operation of the program. The budget narrative should justify all expenses and must be consistent with the activities and objectives.
  - i. Include all costs necessary to implement the proposed activity.
  - ii. Provide a narrative to detail and justify all budgeted expenses. This narrative must correspond to the activities section.
  - iii. Indicate in the budget and narrative the non-reoccurring start-up costs for multi-year grants.
  - iv. Indirect costs are allowable but the application will not be considered competitive if above 10%. Preferred applications will include little or no indirect cost requirements.
  - v. The equipment line requires a list of equipment to be purchased. All equipment must be purchased in the first year of the grant unless permission is granted from TIDC in writing. Otherwise, the equipment costs will not factor into the total project cost after the first year of funding.
  - vi. Budget line items must include detailed basis of cost explanations in the budget narrative.

**In addition to the full grant application narrative and budget described above, applicants must submit the following:**

1. **Resolution/Internet Submission Form** –Counties applying for grants must also submit the Resolution/Internet Submission Form (See Attachment A) in order for the Commission to consider the application. The resolution must be adopted by the County Commissioners Court, signed by the applicant’s authorized official, and uploaded to the online grant application. Nonprofit organization applicants should submit a resolution adopted by their governing board authorizing the application and additional documentation of county support and coordination.
  - The adopted resolution is the official authorization for the grant request. It names the grant officials required in Texas Administrative Code § 173.301. It is also a pledge to take legal responsibility for the appropriate expenditure of grant funds. Finally, it certifies that the applicant will abide by all relevant rules, policies, and procedures if TIDC awards grant funds to the applicant.
  - The Internet Submission Form is a separate form located on the bottom of the Resolution Form. The Internet Submission Form must contain the confirmation number that will be generated when the application is submitted. The confirmation number may be completed by hand after the Resolution Form is approved by Commissioners Court and the application is submitted.
2. **Judicial Support**—The judiciary is responsible for each county’s Indigent Defense Plan. Applications must include letter(s) of support from the judges who will participate in or implement the program (See Attachment B). Attachment B is a sample form and must be edited to describe the level and type of commitment the judges will provide to the specific program in the application.

3. **Additional Requirements for Public Defender or Managed Assigned Counsel Programs**—Applicants must provide an Oversight Board plan describing the membership positions, board structure, and board responsibilities. (Note: Applicants are not required to name individual board members in the application, but rather board member positions, such as “member of the defense bar,” “community member,” or “law professor focused on criminal law.”) Applicants must also provide a Leadership Selection Plan that outlines the recruitment and selection of the program’s chief defender. See TIDC guidance in A Guide to Public Defender Oversight Boards, Texas Chief Defender Sample Hiring Rubric, and Sample Chief Public Defender Job Description, available at <http://www.tidc.texas.gov/improvement/system-building>.
4. **Other Supporting Documents**—Additional material such as timelines, data collection cooperation agreements, letters of support, additional budget detail, or other supporting documents must be uploaded in the online application form before the application due date. Nonprofit applicants must also submit organizational information, including articles of incorporation, documentation of current nonprofit status, and list of members of the governing board, and documentation of county support and coordination.
5. **Additional Requirements for Technology Grant Requests**—Budget narratives for technology projects must include detailed basis of cost information. In addition, TIDC has issued [Functionality and Data Guidelines for Indigent Defense Technology Projects](#) that should be carefully reviewed when preparing software-related grant applications. Applications should address the extent to which the proposed project is consistent with the guidelines, as well as the reasons for any departures from the guidelines.

**Applications must be submitted online. For priority consideration, applications, commissioners court resolutions, documentation of judicial support, and any other supporting documents should be submitted by 5:00 PM on May 9, 2025.** Applications submitted after this date may be considered for funding based on availability of any funds remaining after award decisions on applications meeting the priority deadline. A confirmation number will be generated by the system for all online submissions. This is the number that needs to be entered in the Internet Submission Form portion (bottom) of the commissioners court resolution template.

### **General Application Requirements**

- a. **New Programs and Positions**—Only new programs or positions will be funded. This may include adding new positions or new elements to existing programs. The application must clearly demonstrate that the requested positions will perform work that is not currently provided.
- b. **Maximum Applications**—An applicant may submit one new application per fiscal year.
- c. **Grant Officials**— Each grant application must designate the following:
  - i. **Program Director.** This person must be the officer or employee responsible for program operation or monitoring and will serve as the point-of-contact regarding the program’s day-to-day operations.
  - ii. **Financial Officer.** For counties, this person must be the county auditor or county treasurer if the applicant does not have a county auditor. Other applicants must designate the chief financial officer.
  - iii. **Authorized Official.** This person must be authorized by the commissioners court or governing board to apply for, accept, decline, modify, or cancel the grant for the applicant. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
  - iv. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official.

### **Fiscal Application Requirements**



- a. **Multi-Year Funding**—Funding is available for multi-year programs (four years), or rural regional public defender sustainability grants (ongoing) to encourage innovative long-term programs to improve the delivery of indigent services. Continued awards for multi-year programs can be renewed up to program limits, but TIDC only awards funding for the current fiscal year.
- b. **Equipment Costs**—Equipment and other one-time costs will only be funded in the first year of the grant unless permission is granted by TIDC in writing. The Commission's portion of the grant and the cash match after the first year of funding will be calculated based on the total project costs less the equipment expenses from the first year.
- c. **Calculating the Cash Match**
  - i. **Formulas:**
    1. Total Project Cost multiplied by percent of match required = Total Match Required
    2. Total Project Cost minus Total Match Required = Total Commission Grant Request
  - ii. **Match Requirements:**
    1. **Multi-year Improvement Grant Requests**—Counties must provide a cash match from county or other funds of 20% of total project costs in the first funding year, 40% the second funding year, 60% the third funding year, and 80% the fourth funding year. An applicant's use of matching funds must comply with the same statutes, rules, regulations, and guidelines applicable to the use of the Commission funded portion of a grant project.
    2. **Rural Regional Public Defender Sustainability Grant Requests**—Counties with a population less than 100,000 participating with other counties in a multi-county (3+) regional public defender office are eligible for 80% reimbursement in the initial year of funding. In subsequent years of funding, participating counties must provide a cash match of 1/3<sup>rd</sup> of the total approved budget. A participating county's individual share of the cash match is determined by the interlocal agreement between participating counties. The participating counties collectively contribute the required cash match amount, typically calculated based on caseload or population.
    3. **Single-Year Videoconferencing**—Applications for videoconferencing equipment require a fifty percent (50%) cash match. Counties may use the videoconferencing system for any hearings authorized under Texas Code of Criminal Procedure Chapter 46B.
    4. **Technology Projects**—Software development projects with significant direct indigent defense benefits impacting multiple counties may be grant funded at up to 50%. Indigent defense software implementation projects, including CUC TechShare Indigent Defense implementation (involving set-up, configuration, and training) requires a 50% match. Maintenance and operations costs for CUC TechShare Indigent Defense are not eligible for Improvement Grant funds. Business process consulting associated with preparation to implement software, computer system connectivity and integration projects and county-specific modifications to software developed through multi-county TIDC grant projects are not eligible for Improvement Grant funds.
    5. **Use of Program Income**—Applicants must apply any program income to expenses prior to submitting reimbursement claims under the grant.

## Section III: Funding Conditions & Requirements

### Conditions of Funding

- 1) **Indigent Defense Expenditure Report:** All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1 of each year may have

payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.

- 2) **Indigent Defense Plan Requirements:** The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were required to be submitted by **November 1, 2023**. Grant payments may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.
- 3) **Compliance with Monitoring Reports:** A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report.
- 4) **Court Activity Reports to the Office of Court Administration:** County and district clerks must be in compliance with monthly court activity reporting requirements promulgated by the Texas Judicial Council.

### Governing Statutes, Rules and Standards

All Commission grant programs are governed by one or more of the following statutes, rules, and standards. These documents are available at:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=3&ti=1&pt=8](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=8)

- Texas Government Code: [Chapter 79](#)
- Texas Administrative Code: Title 1 [Chapter 173](#) and [Chapter 174](#)
- [Texas Grant Management Standards](#) (TxGMS) as promulgated by the Texas Comptroller of Public Accounts.

### Commission Funding Policies

- a. **Right of Refusal**—TIDC reserves the right to reject any or all of the applications submitted.
- b. **State Funds Availability**— All commitments are subject to availability of funds.
- c. **Awards**— Publishing the RFA does not obligate TIDC to fund any programs.
- d. **Partial Funding**— TIDC may choose to offer funds for all or any portion of a program submitted in the application.
- e. **Substitution**—TIDC may offer alternative funding sources, special conditions, or alternative program elements in response to submitted applications.
- f. **Competitive Application Process**—The application process for TIDC's Improvement Grant Program is competitive. Awards are based on a review of the grant application and supporting documentation. Receipt of a Notice to Proceed with Application does not guarantee funding by TIDC or alter the competitive nature of the process.
- g. **Review Criteria**—TIDC staff will review each grant using objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of TIDC.
- h. **Final Selection**—TIDC may select and award programs that reflect geographic diversity, demographic diversity, and/or distinctive program elements at its own discretion.
- i. **Future Funding for Multi-Year Projects**—TIDC generally awards funding only for the current grant year. Future funding will be based on the submission of a brief application to continue funding in subsequent years up to eligible limits, submission of required progress reports, a demonstration of successful progress made in implementing the program, and future availability of funds.
- j. **Formula Grant**—Counties that receive Improvement Grants are encouraged to continue to apply for the Formula Grant. The county will submit its Indigent Defense Expenditure Report

(IDER) on or before November 1 of each year. If the implementation of the grant program results in a reduction of the county's indigent defense expenditures below the baseline, formula grant funds may be withheld by TIDC.

- k. **Delayed Start**—TIDC's Period for Funding and Program Operation is October 1 to September 30. Counties may begin to make program expenditures on October 1; however, multi-year grant programs occasionally require counties to postpone expenditures for several months. The hiring of the first program position typically marks the first month of program operation for multi-year grants. In order to allow a grantee to take advantage of the typical first-year 80% cash match, the funding amounts will be calculated from the first month of program operation. If approved for continued funding, the grantee will enter into the next grant period with the previous year's reimbursement rate for a temporary period that is equal to the duration of the first year's delay. The remainder of the renewed grant period will be reimbursed at the match rate for the corresponding grant year. This process will carry forward each year until the program is complete. Grant documentation will reflect the grantee's funding schedule and any adjustments that may be required because of the delayed start of program operation.
- l. **Supplanting Prohibited**—Commission funding can only be awarded for **new programs**; a county may not reduce the amount of funds provided for indigent defense services because of a grant award.
- m. **Dual Use**— If an applicant applies for an indigent defense program that may be tied to a general government process, the applicant must provide documentation and rationale to establish a basis of costs to determine the portion of a program/project that is attributable to indigent defense.

### Program Fiscal Requirements

- a. **Fund Use**—Funds must be used to pay for the direct and/or administrative costs of providing and/or improving indigent defense services.
- b. **Allowable Costs**— Grants may be used for:
  - i. Attorney fees for indigent defendants accused of crimes or juvenile offenses;
  - ii. Expenses for licensed investigators, experts, forensic specialists, or mental health experts related to the criminal defense of indigent defendants; and
  - iii. Other approved expenses allowed by this grant program or necessary for the operation of a funded program.
- c. **Unallowable Costs**—TIDC has adopted the [Texas Grant Management Standards](#) (TxGMS) to determine unallowable costs. See TxGMS for a full list of unallowable costs. Specifically, in accordance with TxGMS and the grant rules the following conditions apply:
  - i. General government costs are unallowable;
  - ii. Costs of law enforcement, prosecution, supervision, and incarceration are unallowable;
  - iii. Replacing existing county funding with grant funds is unallowable; and
  - iv. Funding positions that previously existed or currently exist in the county is unallowable.
- d. **Failure to Begin**— Failure to begin operating the program before the end of the grant award period may constitute a failure to meet performance measures unless authorized by TIDC.

### Grantee Reporting Requirements

- a. **Maintain Official Contact Information**—All counties must maintain correct grant official contact information on TIDC's [Grant, Reporting, and Plan Management Website](http://tidc.tamu.edu) (<http://tidc.tamu.edu>). Counties must advise TIDC of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge and county judge by updating contact information. TIDC staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.
- b. **Reports**— Online fiscal and program reports are required each quarter. All grants will require at least one follow-up report outside of the grant period. A reporting schedule will be provided in the Statement of Grant Award (SGA) if TIDC authorizes a grant award.



## Program Records Requirements

- a. **Data Collection and Agreements**—Grantees must collect data to support the evaluation of the program's impact and compliance with the Fair Defense Act. This may require data collection agreements from county offices or departments to provide information to the program director on a regular basis.
- b. **Records Retention**—Grantees must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically.
- c. **Monitoring and Auditing**—Records must be made available to TIDC or its designees upon request. (See Texas Administrative Code § 173.401 for more details.)

## Program Equipment and Purchasing Requirements

- a. **Use DIR State Contract**—Counties must purchase all technology, equipment and software must be purchased from the Department of Information Resources (DIR) State Contract. A county may submit a written request for exception that demonstrates why the DIR contract cannot be used for this project or is not cost-effective. Entities not eligible to purchase under the DIR contract must adopt and follow procurement policies and document cost comparisons prior to making equipment purchases.
- b. **Inventory**—Equipment purchased with grant funds by a county is the property of the county. Non-county grantees must include in their proposal a plan for equipment purchased with grant funds when the program ends. TIDC requires each grantee to maintain an inventory record of all equipment purchased with grant funds. After the grant period expires, the grantee must complete a physical inventory of all grant funded property and must reconcile the results with the existing property records. The inventory report must be submitted and reconcile with the final financial expenditure report.
- c. **Equipment and Software Maintenance**—All equipment purchased with grant funds may include up to three (3) years of maintenance to ensure the equipment will operate as intended during and beyond the grant period. **For multi-year grants, the cost of the actual equipment and other one-time costs will only be funded the first year of the grant and will not factor into the overall project costs in subsequent years of funding.**
- d. **Technology Standards**—Software developed with grant funds must conform to applicable industry information exchange standards including the National Information Exchange Model (NIEM) and the Electronic Case File (ECF) 4 standards. Applications that include information technology projects must also address how the projects meet applicable technology standards adopted by the Texas Department of Information Resources (DIR) and Judicial Committee on Information Technology (JCIT) as applicable. If no relevant standards are available from DIR or JCIT, then the county must meet commonly accepted technology standards such as Open Data Base Compliant (ODBC) or Transmission Control Protocol/Internet Protocol (TCP/IP) as applicable.

## Contracting Requirements

- a. **Professional and Contractual Services**—Any contract or agreement entered into by a grantee that obligates grant funds from TIDC must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to ensure that contract deliverables are provided as specified in the contract. Grantees must regularly and consistently document the results of their contract monitoring reviews and must maintain the files and results of all contract monitoring reviews in accordance with the record retention requirements described in this section of the RFA. A grantee's failure to monitor its contracts may result in disallowed costs.
- b. **Commission Review**—Contracts with third parties for core services in funded programs must be provided to TIDC and approved prior to execution.
- c. **Contract Performance Monitoring**—Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more

than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs. TIDC staff must review each contract at least once every two years and notify the grantee if it is not sufficient (See TAC § 173.311).

- d. **Limit on Equipment for Third Party Contracting of Legal Services**—Counties that contract with third parties to provide direct client indigent defense services may have included one-time purchase of equipment in the grant application. Counties may not include in the contract with the third party the full costs of the equipment line item into future funding years.

## Attachment A

### **Sample Resolution/Internet Submission Form** **Indigent Defense Improvement Grant Program**

(This is a **Sample**. Submitted resolution MUST BE PRINTED FROM ONLINE APPLICATION SYSTEM)

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title 1 of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

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

NOW THEREFORE, BE IT RESOLVED and ordered that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** is designated as the Program Director for this grant and the **County Auditor or County Treasurer if the county does not have an auditor (per TAC § 173.301(a))** is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Judge

Attest:

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

### **INTERNET SUBMISSION FORM**

After submitting the improvement application online, the following Internet submission confirmation number was received # \_\_\_\_\_. This grant application submission was in accordance with the Commissioners' Court Resolution above.

\_\_\_\_\_  
Authorized Official



## Attachment B

Sample

# INDIGENT DEFENSE IMPROVEMENT GRANT PROGRAM JUDICIAL COOPERATION AGREEMENT

Instructions: Applicants can edit and complete this sample agreement to indicate the support or participation from the local judiciary. If the Board of Judges takes official action to approve or support the grant application, please provide the Commission with signed documentation in lieu of this form. All materials must be submitted to the Commission before the due date.

    [Applicant County]     County has applied for an Improvement Grant from the Texas Indigent Defense Commission (Commission) to assist in funding     [Program Title]     program. Implementation of this program will affect the courts below. The undersigned judges agree to support and/or participate with the program pursuant to the county's improvement grant application to the Commission and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the program.

To be considered for funding this program cooperation agreement must be signed by the judges of all of the statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county:

\_\_\_\_\_  
Signature of Local Administrative      Date  
District Judge

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Local Administrative      Date  
Statutory County Judge

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge serving as      Date  
Chair of the Juvenile Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge      Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge      Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge      Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge      Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Judge      Date

\_\_\_\_\_  
Printed Name and Title

## Attachment C

### Required Program Elements

The Commission has funded several programs in the categories listed below. In addition to general program requirements provided throughout the RFA, applications for these specific types of programs must include the following required elements to be considered for funding.

- 1) Indigent Defense Coordinators (IDC)**—These are multi-year grant programs. IDCs have been funded to institutionalize indigent defense processes into the courts of a county or region. They are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. IDCs are not to be confused with court administrators, secretaries, or court docket managers.

**Required Program Elements:**

- a) Must perform all appointments (in and out of court) as the designee of the judge or judges;
- b) Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments;
- c) Must report summary of appointment data to judges at least monthly;
- d) Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys;
- e) Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules;
- f) Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval;
- g) Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts;
- h) Report directly to the judges (rural) or board of judges (mid-size or urban);
- i) Develop procedures to track attorney contact with client, which includes tracking, investigating, and reporting allegations of attorneys not meeting their clients within statutory or plan requirements; and
- j) Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (larger jurisdiction).

- 2) Videoconferencing (VC)**—TIDC has funded programs that use technology to provide better representation or promote prompt appointment requirements. The courts can use the technology to remediate the effects of geography or volume on court processes. An acceptable videoconferencing system will focus on improving access to effective assistance of counsel for indigent defendants. It may also help the county meet prompt appointment or prompt attorney contact requirements of the Fair Defense Act. TIDC may award videoconference grants to meet the three following objectives:

- A. Attorney/Client meetings - Promotes client contact with appointed attorneys.
- B. Magistration—Counties can use VC technology to improve the performance of magisterial duties, including the duties to inform the accused of the right to appointed counsel and the procedures for requesting appointment of counsel, and to provide persons requesting appointed counsel with necessary forms for making requests and ensuring that reasonable assistance in completing required forms is provided to the accused at the time of the magistrate's hearing.
- C. Indigency determinations and applications - The court may use the technology to conduct the interview to determine indigence or to consider requests for court appointed counsel.

**Required Program Elements:**

- a) Must meet the needs of the public defender's office (if applicable), managed assigned counsel program (if applicable), and local attorneys on the appointment list and involve the public defender's office, managed assigned counsel program, and local defense bar in the planning stages;
- b) Must be used by all judges in the jurisdiction involved in the specific aspect of the program (e.g., includes a countywide process change in magistration, attorney/client meetings, etc.);
- c) Must be used to meet a specific element of the Fair Defense Act (e.g., indigence determination, magistration, attorney contact, etc.);
- d) Must involve sheriff, jail administrator and other law enforcement as applicable;
- e) Must be purchased from the State DIR contract (see program requirements);
- f) May include the price of at least three years of maintenance;

**3) Purchase of Information Technology Products**—Many IT products may be considered for funding only in relation to how they improve local indigent defense processes. Any project allowed under this type of purchase must clearly focus on improving indigent defendants' access to effective assistance of counsel. These projects often reduce administrative time of judges and court staff involved in the appointment or payment process.

**Required Program Elements:**

- a) Must meet the needs of the public defender's office (if applicable), managed assigned counsel program (if applicable), and local attorneys on the appointment list and involve the public defender's office, managed assigned counsel program, and local defense bar in the planning stages;
- b) Software programming must be portable to other jurisdictions;
- c) The product must have clearly defined activity, summary, and management reports; and
- d) Must avoid use for general court processes.
- e) Any agreements entered into as part of a funded project must ensure that all data is the property of the county, is available and accessible to the county within a reasonable time, and subject to disclosure or withholding based on the county's obligation under the laws in effect at the time. The County must review all requests for data, and no data may be released to a third party without County approval.
- f) Contracts must state the format in which the data will be provided in case of termination of agreement with vendors.
- g) For any grants that involve developing new software solutions with state and/or county funds, the statement of grant award must clearly address considerations and expectations regarding the ownership of and access to the source code for any programming.
- h) Technology project funding requests must include detailed basis of cost explanations.
- i) Technology project grant payments will be based on verifiable achievement of project phase completions.
- j) Software developed should conform with appropriate industry information exchange standards.

**4) Public Defender Offices, Managed Assigned Counsel Programs, and Other Direct Client Services**—Establishing public defenders, managed assigned counsel programs, regional defenders, mental health defender, and juvenile defender services are priorities of TIDC. Direct client services are the most likely to receive funding.

**Required Program Elements:**

- a) Must focus on serving clients;
- b) Must demonstrate broad-based support of the local judiciary;
- c) Must maintain an Oversight Board that meets at least twice a year. (TIDC recommends quarterly meetings to facilitate stakeholder communication.)
- d) Must involve clear appointment/referral and intake processes;
- e) Must include adequate access to support services including administrative support, paralegals, and investigators;

- f) Must have defined caseload/workload standards consistent with TIDC's published guidelines;
- g) Must consult the local bar association, if any, in the planning stages;
- h) Must have internal case management/tracking controls sufficient to monitor attorney caseload/workload;
- i) Must have ability to produce other reports that enable the office to evaluate its own performance and demonstrate its cost-effectiveness to other local defense systems; and
- j) Emphasis on staff training/supervision/evaluation to continually improve office performance.

**5) Mental Health Public Defender or Managed Assigned Counsel Programs:**  
**Required Program Elements**

- a) A written plan must be developed addressing how the program will interface with and not duplicate existing resources (LMHAs, TDCJ Reintegration, CSCD, etc.) available to people with mental health issues; and
- b) Must consult the local bar association, if any, in the planning stages.





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of the following Job Descriptions:

- a. Juvenile Services - B1803 - Deputy Director
- b. TJJD - SA Basic Court - B2807 - Deputy Director

TO: Commissioners Court

DATE: 04/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Job Description(s). The Job Description(s) have been reviewed and verified to meet the Job Description requirements. Consequence of non-approval could hinder the employee and/or department.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Juvenile Services - B1803 - Deputy Director.pdf](#)

Approval of the following job description Juvenile Services - B1803 - Deputy Director

Backup Material

[TJJD - SA Basic Court - B2807 - Deputy Director.pdf](#)

Approval of the following job description TJJD - SA Basic Court - B2807 - Deputy Director

Backup Material



## Brazos County Job Description

Last Updated: April 2025

Template Revision 1.2 08/15/2012

<b>Class Number:</b>	B1803	<b>Title:</b>	Deputy Director
<b>Pay Group:</b>	26	<b>Department:</b>	Juvenile Services
<b>FLSA Status:</b>	Exempt	<b>Reports To:</b>	Assistant Director
<b>Approved Date:</b>	April 29, 2025	<b>EEOC Category:</b>	Officials and Administration

### General Summary:

This position will oversee, manage and supervise probation units, programs and services as designated; in accordance with departmental policies and procedures, directives of the Court and applicable state and federal statutes.

### Essential Duties:

Assists with the planning and coordination of services and budgetary needs of the department. Oversee and coordinates the personnel, programs, equipment, facilities, and budget of divisions under supervision. Evaluates the services and personnel of the department's divisions. Assists with the hiring, training, supervision and discipline of employees, subject to confirmation by the Executive Director. Assists with the development of policy and ensures compliance. Maintains current knowledge of laws, regulations, actions, and events which could affect the department and interprets same to employees. Approves and monitors personnel matters (evaluations, payroll, vacations, sick leave, attendance etc.). Conduct random caseload audits. Assist in the professional development of this department. Attend administrative staff meetings and training when required. Conducts department wide training as needed. Submit monthly reports on each assigned unit to the Assistant Director. Coordinates Community Service and Service-Learning Projects. Supervises and coordinates internship and volunteer schedules and reports on their performance. Coordinate grants and produce the required reports. Serve as the department's Safety Manager and Facility Maintenance Manager, coordinate emergency response training. Establish and maintain community collaborations to ensure appropriate services for youth and families. Serve as Program Manager: recruits volunteers, helps facilitate MOUs, contracts, and programing for the entire department, including detention and working to ensure program fidelity. Oversee media relations and open records requests for the department. Participates in audit preparations and ensures compliance with all audit requirements. Serve as the disability rights advocate and the handling of dual status (CPS and probation involved) youth. Make arrests and perform restraint techniques. Maintain 80 hours biannually of approved training to maintain JPO and JSO certification. On call 24 hours a day, subject to irregular work hours. Follow established policies, procedures and practices of the department. Abide by the Texas Juvenile Justice Department's code of ethics, maintain security and confidentiality of all case information, files, and chronological notes as required by the Texas Family Code. Facilitates and participates in departmental programs.

Other duties may be assigned. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is related or a logical assignment to the position.

This job description does not constitute an offer of employment. The job description is subject to change by the employer as the needs of the employer and requirements of the job change.

**APPROVED**

Other Duties as assigned.

<b>Supervision</b>	
<b>Received:</b>	Assistant Director
<b>Given:</b>	Provides supervision, advice and leadership for all personnel assigned to position. This includes training of new officers and staff, conducting performance reviews, and recommending personnel actions. Conduct regular staff meetings regarding policies, procedures, problem solving, program planning, and in-service training. Review and approve time sheets and time off requests.

Education

Duane Peters / *Chuck* Date  
County Judge / *Kendrick*  
*Det: Ray Co.*  
*Judge*

4/29/25

<b>Required:</b>	Bachelor's degree in behavioral sciences, public administration, or related field, plus five years progressively responsible experience in criminal justice; and must have at least one year of management experience in criminal justice, knowledge of supervisory techniques, and ability to apply budget control.
<b>Preferred:</b>	

<b>Experience</b>	
<b>Required:</b>	To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals to perform the essential functions. Must be 21 years of age, or older, and be able to meet criteria for certification as a Juvenile Probation Officer and Juvenile Supervision Officer through TJJD.
<b>Preferred:</b>	

<b>Certificates, Licenses, Registrations</b>	
<b>Required:</b>	Valid Texas driver's license with appropriate liability auto insurance coverage (Driver's license requirements must be met within 30 days if employee recently moved from another state). Must be able to meet all criteria for certification as a probation officer through TJJD which includes a certified copy of transcript with written proof of accreditation of your college or university as well as written proof (on employer's letterhead) of required work experience from previous employer (which should include dates of employment and description of job duties and performance), non-disqualifying criminal history/sex offender registration background check.
<b>Preferred:</b>	

<b>Physical Demands</b>	
<b>Typical:</b>	Duties require daily standing, walking, sitting, talking and listening; frequent use of hands and/or fingers to grasp, handle, pick-up, pinch, type or feel; frequent reaching with hands or arms and lifting of objects over 50 pounds; close vision, distance vision, ability to distinguish color, peripheral vision, depth perception and ability to adjust focus. Physical demands described here are representative of those that must be met or are encountered by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

<b>Knowledge, Skills, &amp; Abilities</b>	
<b>Typical:</b>	Must possess experience and knowledge of managerial skills to directly supervise, train, motivate, and evaluate personnel. Ability to establish and maintain an effective working relationship with other county department personnel and officials, other agency staff, the public, and outside organizations. Ability to read and understand legal manuals, letters, and memos. Ability to write letters and memos. Ability to communicate effectively orally, both in person and over the telephone. Ability to complete assigned projects in a timely manner. Ability to prioritize own and other's work. Basic computer skills, which include knowledge of work processing and data entry. Ability to work independently and efficiently, yet as part of a team. Ability to apply good judgment and remain calm in stressful situations. Must have physical ability to make arrests and perform restraint techniques

<b>Work Environment</b>	
<b>Typical:</b>	The noise level in the work environment is usually moderate. While performing the essential duties of this job, the employee is constantly required to perform multiple tasks simultaneously, to work under time pressures to meet deadlines and to work closely with others as part of a team; the employee is frequently required to do tedious exacting work. Workers are subject to physical hazards from traffic; serious hazard and infection from exposure to communicable disease; physical harm as the result of confrontation. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



APPROVED

## Brazos County Job Description

Last Updated: April 2025

Duane Peters  
County Judge

4/29/25  
Date

Template Revision 1.2 08/15/2012

<b>Class Number:</b>	B2807	<b>Title:</b>	Deputy Director
<b>Pay Group:</b>	26	<b>Department:</b>	TJJD – SA Basic Court
<b>FLSA Status:</b>	Exempt	<b>Reports To:</b>	Assistant Director
<b>Approved Date:</b>	April 29, 2025	<b>EEOC Category:</b>	Officials and Administration

### General Summary:

This position shall oversee, manage, and supervise probation units, programs and services as designated; in accordance with departmental policies and procedures, directives of the Court and applicable state and federal statutes.

### Essential Duties:

Assists with the planning and coordination of services and budgetary needs of the department. Oversee and coordinates the personnel, programs, equipment, facilities, and budget of divisions under supervision. Evaluates the services and personnel of the department's divisions. Assists with the hiring, training, supervision and discipline of employees, subject to confirmation by the Executive Director. Assists with the development of policy and ensures compliance. Maintains current knowledge of laws, regulations, actions, and events which could affect the department and interprets same to employees. Approves and monitors personnel matters (evaluations, payroll, vacations, sick leave, attendance etc.). Conduct random caseload audits. Assist in the professional development of this department. Attend administrative staff meetings and training when required. Conducts department wide training as needed. Submit monthly reports on each assigned unit to the Assistant Director. Oversees and facilitates records, subpoenas, sealing of records, and restricted access requests. Coordinate grants and produce the required reports. Serve as the department's Safety Manager and Facility Maintenance Manager, coordinate emergency response training. Establish and maintain community collaborations to ensure appropriate services for youth and families. Help facilitate MOUs, contracts, and programing for the entire department, including detention and working to ensure program fidelity. Oversee media relations and open records requests for the department. Participates in audit preparations and ensures compliance with all audit requirements. Provide oversight of department vehicles and key assignment system. Oversee Community Service Restitution Programs. Serve as the disability rights advocate and the handling of dual status (CPS and probation involved) youth. Make arrests and perform restraint techniques. Maintain 80 hours biannually of approved training to maintain JPO and JSO certification. On call 24 hours a day, subject to irregular work hours. Follow established policies, procedures, and practices of the department. Abide by the Texas Juvenile Justice Department's code of ethics, maintain security and confidentiality of all case information, files, and chronological notes as required by the Texas Family Code. Facilitates and participates in departmental programs.

Other duties may be assigned. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is related or a logical assignment to the position.

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Other Duties as assigned.

### Supervision

<b>Received:</b>	Assistant Director
<b>Given:</b>	Provides supervision, advice and leadership for all personnel assigned to position. This includes training of new officers and staff, conducting performance reviews, and recommending personnel actions. Conduct regular staff meetings regarding policies, procedures, problem solving, program planning, and in-service training. Review and approve time sheets and time off requests.

### Education

<b>Required:</b>	Bachelor's degree in behavioral sciences, public administration, or related field, plus five years progressively responsible experience in criminal justice; and must have at least one year of management experience in criminal justice, knowledge of supervisory techniques, and ability to apply budget control.
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<b>Preferred:</b>	
<i>Experience</i>	
<b>Required:</b>	To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals to perform the essential functions. Must be 21 years of age, or older, and be able to meet criteria for certification as a Juvenile Probation Officer and Juvenile Supervision Officer through TJJD.
<b>Preferred:</b>	
<i>Certificates, Licenses, Registrations</i>	
<b>Required:</b>	Valid Texas driver's license with appropriate liability auto insurance coverage (Driver's license requirements must be met within 30 days if employee recently moved from another state). Must be able to meet all criteria for certification as a probation officer through TJJD which includes a certified copy of transcript with written proof of accreditation of your college or university as well as written proof (on employer's letterhead) of required work experience from previous employer (which should include dates of employment and description of job duties and performance), non-disqualifying criminal history/sex offender registration background check.
<b>Preferred:</b>	
<i>Physical Demands</i>	
<b>Typical:</b>	Duties require daily standing, walking, sitting, talking, and listening; frequent use of hands and/or fingers to grasp, handle, pick-up, pinch, type or feel; frequent reaching with hands or arms and lifting of objects over 50 pounds; close vision, distance vision, ability to distinguish color, peripheral vision, depth perception and ability to adjust focus. Physical demands described here are representative of those that must be met or are encountered by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
<i>Knowledge, Skills, &amp; Abilities</i>	
<b>Typical:</b>	Must possess experience and knowledge of managerial skills to directly supervise, train, motivate, and evaluate personnel. Ability to establish and maintain an effective working relationship with other county department personnel and officials, other agency staff, the public, and outside organizations. Ability to read and understand legal manuals, letters, and memos. Ability to write letters and memos. Ability to communicate effectively orally, both in person and over the telephone. Ability to complete assigned projects in a timely manner. Ability to prioritize own and other's work. Basic computer skills, which include knowledge of, work processing and data entry. Ability to work independently and efficiently, yet as part of a team. Ability to apply good judgment and remain calm in stressful situations. Must have physical ability to make arrests and perform restraint techniques.
<i>Work Environment</i>	
<b>Typical:</b>	The noise level in the work environment is usually moderate. While performing the essential duties of this job, the employee is constantly required to perform multiple tasks simultaneously, to work under time pressures to meet deadlines and to work closely with others as part of a team; the employee is frequently required to do tedious exacting work. Worker is subject to physical hazards from traffic; serious hazard and infection from exposure to communicable disease; physical harm as the result of confrontation. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	4/29/2025
ITEM:	Authorization for the County Judge to submit the required form to the Texas Comptroller requesting a portion of Unclaimed Capital Credits received from Electric Cooperatives for the year 2024 to be returned to Brazos County.
TO:	Commissioners Court
DATE:	04/22/2025
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="#">Unclaimed Property Capital Credits Rec. 2025.pdf</a>	Unclaimed Property Capital Credits	Cover Memo

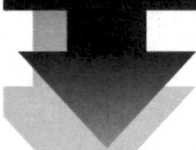
APRIL 2025

# Unclaimed Property Capital Credits for Counties

## TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT  
**[comptroller.texas.gov](http://comptroller.texas.gov)**

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE  
**[comptroller.texas.gov/up](http://comptroller.texas.gov/up)**



In conjunction with Local Government Code Section 381.004, Texas Property Code Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

### What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

### How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

### Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

### General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program\*:

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts.
- to support a children's advocacy center.

\* Review Local Government Code, Section 381.004 before starting a program.

**For questions on capital credits, contact our Holder Education and Reporting section at [up.holder@cpa.texas.gov](mailto:up.holder@cpa.texas.gov) or 800-321-2274, option 2.**

## UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

### How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below**.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court.  
Funds will be paid directly to the court.

#### COUNTY REQUEST FOR CAPITAL CREDITS

County Name Brazos County FEIN 74-6000433

Authorized by ☐ Judge ☒ Commissioners Court

Name of County Judge Duane Peters Approved Date 04/29/2025

#### SEND THE REQUESTED FUNDS TO:

Address 200 S. Texas Avenue, Suite 332 City Bryan State TX ZIP 77803

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code Section 381.004.

Name (printed) Duane Peters Title County Judge / Acting Co. Judge

Signature [Signature] Date 04/29/2025

Email countyjudge@brazoscountytexas.gov Phone 979-361-4102

Submit signed and completed form by either mail, email or fax by July 31, 2025.

Mail Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Education and Reporting section  
P.O. Box 12019  
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov  
Fax 512-463-3569

**FOR COMPTROLLER'S USE ONLY:** We are authorized to release \_\_\_\_% of the total amount available to your county. We will send a

\$\_\_\_\_\_ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code Section 381.004.

Comptroller's Representative \_\_\_\_\_ Date \_\_\_\_\_

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.

It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**, or by sending a fax to **512-475-0900**.





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 4, 19, 25, 46 and 79 to be Election Precinct 4 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_4.pdf](#)

**Description**

Order Pct 4

**Type**

Cover Memo

## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;


WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';

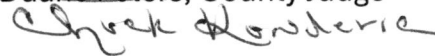
NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.006 of the Texas Election Code that election precincts 4, 19, 25, 46 and 79 shall be combined to create election precinct 4.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

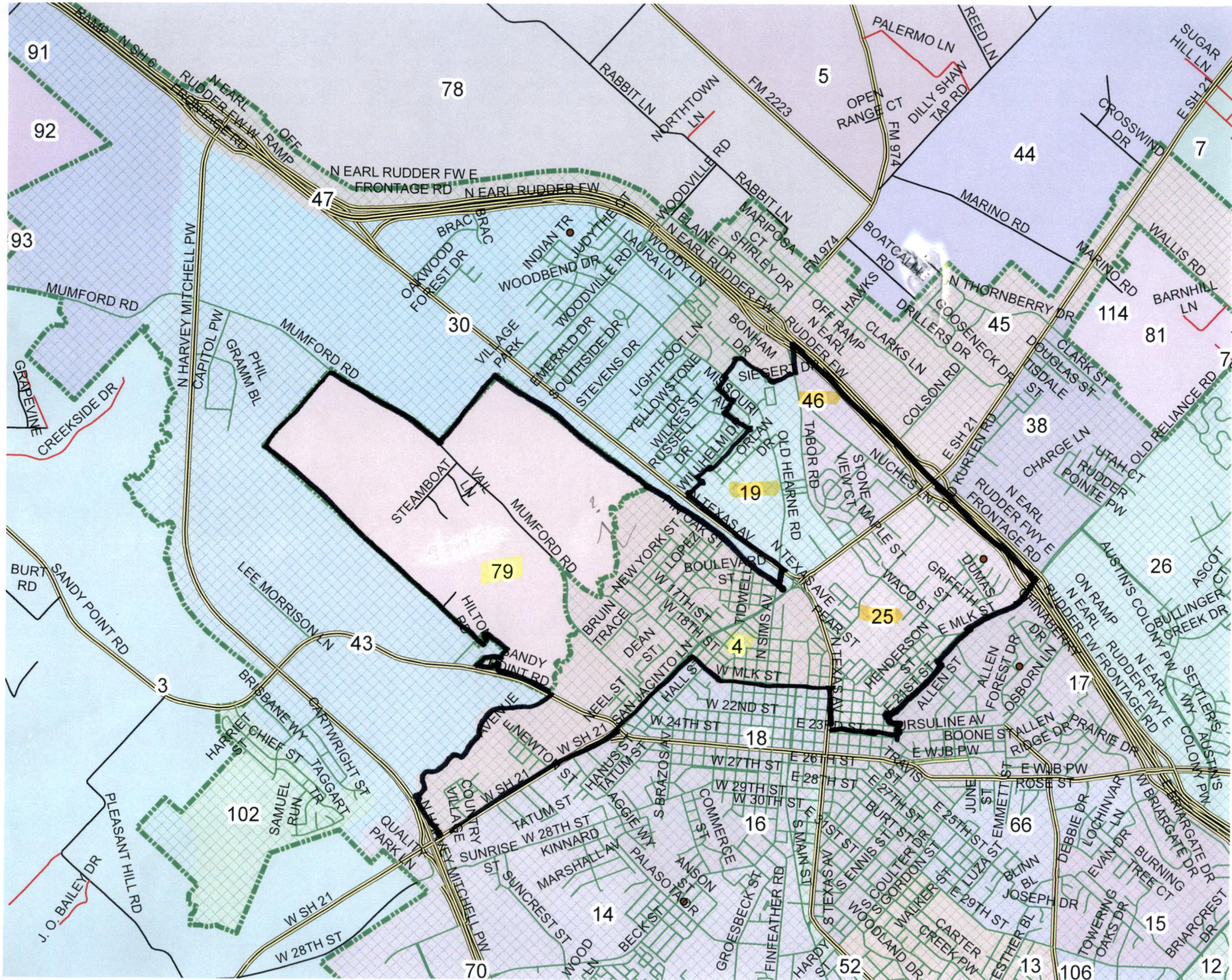
ATTEST:

  
Duane Peters, County Judge



  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 54, 42 and 59 to be Election Precinct 54 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_54.pdf](#)

**Description**

Order 54

**Type**

Cover Memo



## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;


WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.006 of the Texas Election Code that election precincts 54, 42 and 59 shall be combined to create election precinct 54.

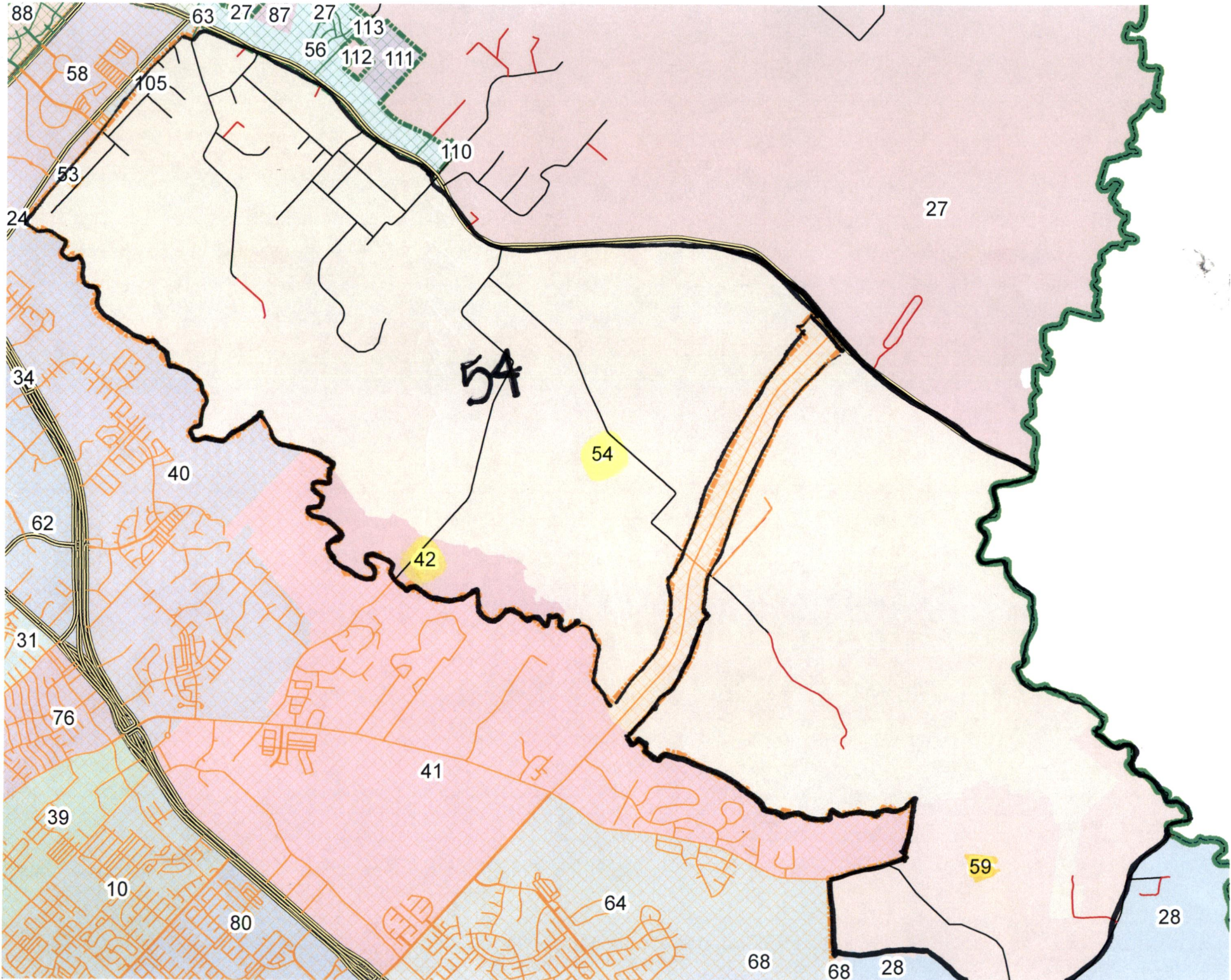
ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

  
Duane Peters, County Judge  
Chuck Konderic

ATTEST:

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 23 and 29 to be Election Precinct 29 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_29.pdf](#)

**Description**

Order 29

**Type**

Cover Memo

## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;


WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.006 of the Texas Election Code that election precincts 23 and 29 shall be combined to create election precinct 29.

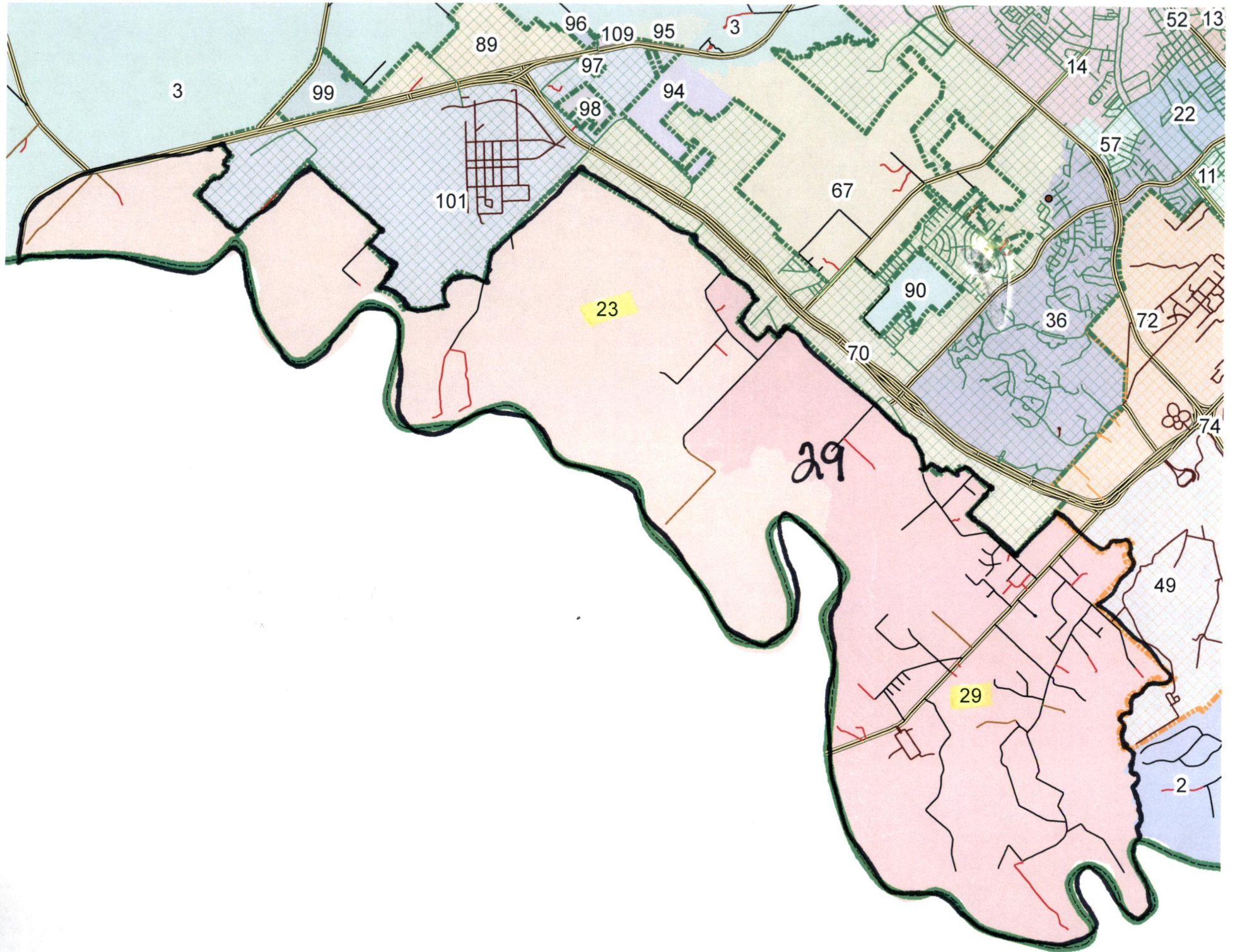
ADOPTED by the Commissioner Court this 29th day of April, 2025 by a vote of 4 AYES and 0 NAYS.

ATTEST:

  
Duane Peters, County Judge  
Chuck Konderle

  
Karen McQueen, County Clerk







**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 2, 85 and 84 to be Election Precinct 2 in accordance with Sections 42.006 and 42.007 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_2.pdf](#)

Order 2

Cover Memo

## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.


WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 2, 85, and 84 shall be combined to create election precinct 2.

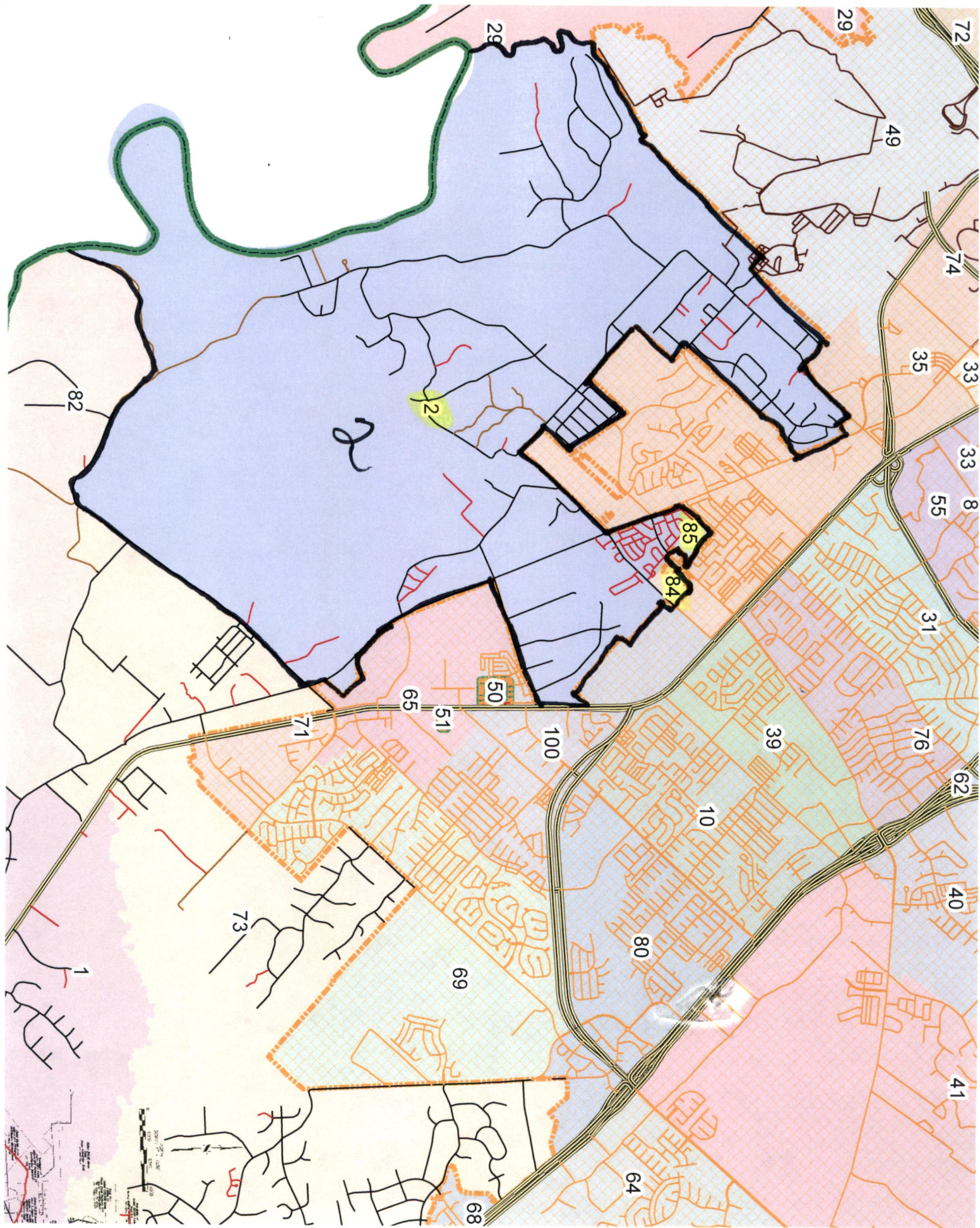
ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

ATTEST:

  
Duane Peters, County Judge

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 70, 101, 97, 98, 94, 67 and 90 to be Election Precinct 70 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_70.pdf](#)

Order 70

Cover Memo

## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

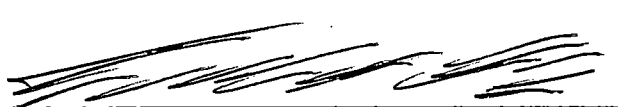
WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 70, 101, 97, 98, 94, 67 and 90 shall be combined to create election precinct 70.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

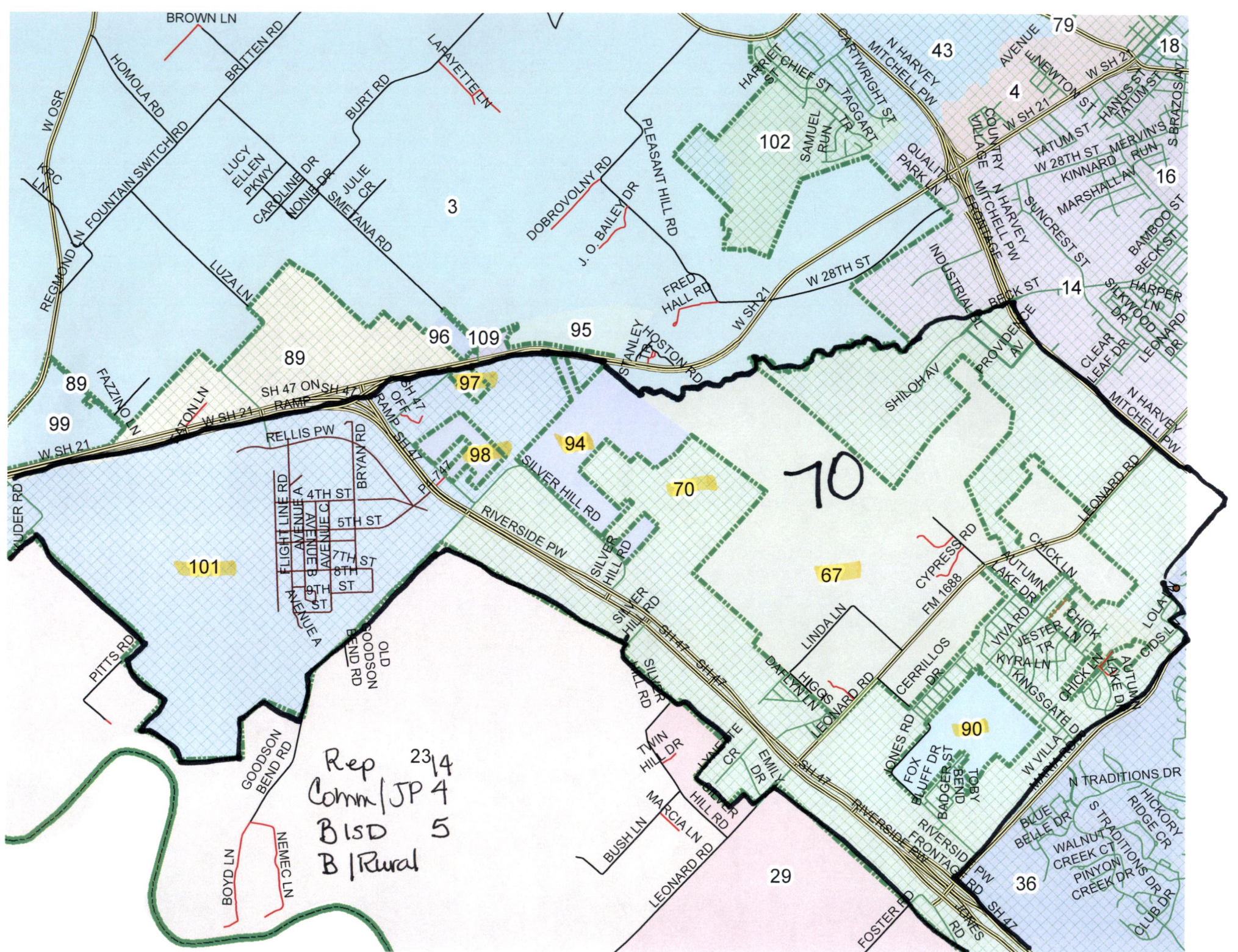
ATTEST:

  
Duane Peters, County Judge

Chuck Ronderie

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

NUMBER:

4/29/2025

Approval of Order Combining Election Precincts 3, 89, 95, 96, 99 and 109 to be Election Precinct 3 in accordance with Section 42.006 of the Texas Election Code.

Commissioners Court

04/23/2025

False

False

\$0.00

**ATTACHMENTS:**

**File Name**

[Order Pct 3.pdf](#)

### Description

### Order 3

**Type**

## Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

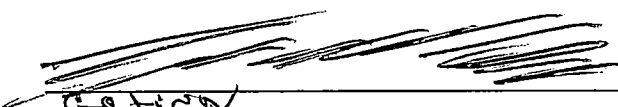
WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 3, 89, 95, 96, 99 and 109 shall be combined to create election precinct 3.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

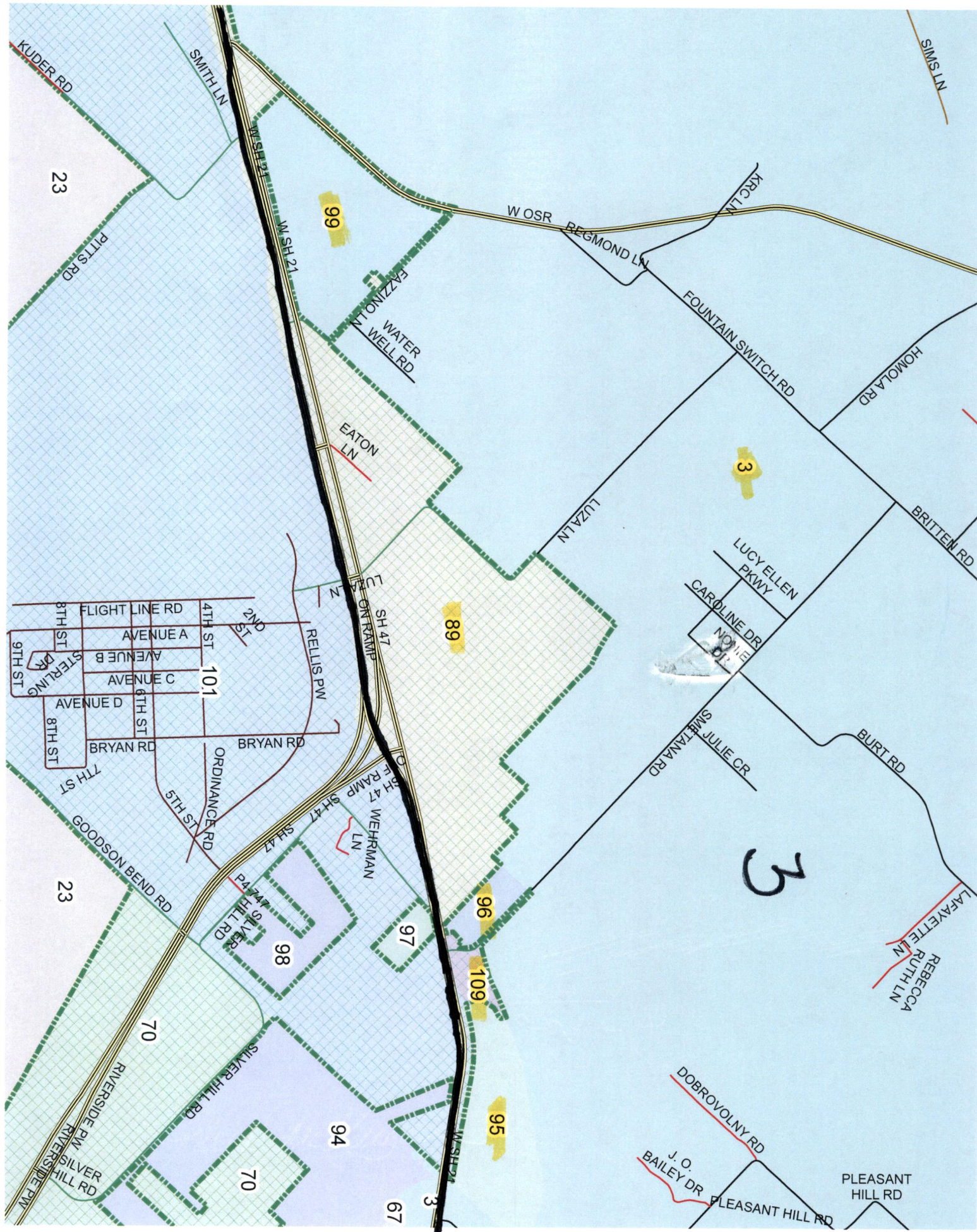
ATTEST:

  
Duane Peters, County Judge

Chuck Ronderia

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 77, 91, 92 and 93 to be Election Precinct 77 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_77.pdf](#)

Order 77

Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

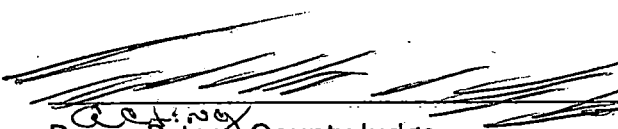
WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 77, 91, 92 and 93 shall be combined to create election precinct 77.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

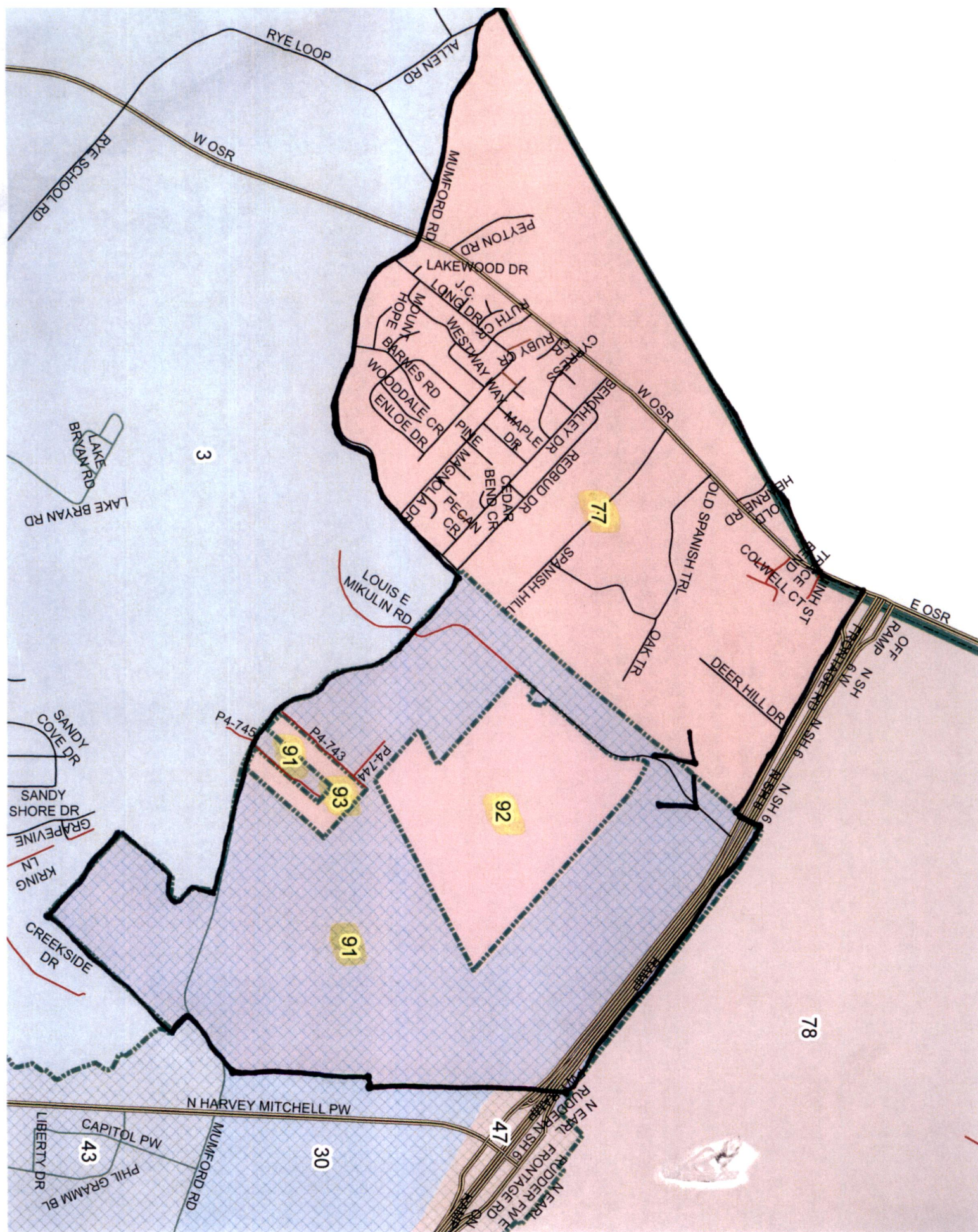
ATTEST:

  
Duane Peters, County Judge

Chuck Kenderle

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 50, 51, 65, 71 and 100 to be Election Precinct 100 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_100.pdf](#)

Order 100

Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 50, 51, 65, 71 and 100 shall be combined to create election precinct 100.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

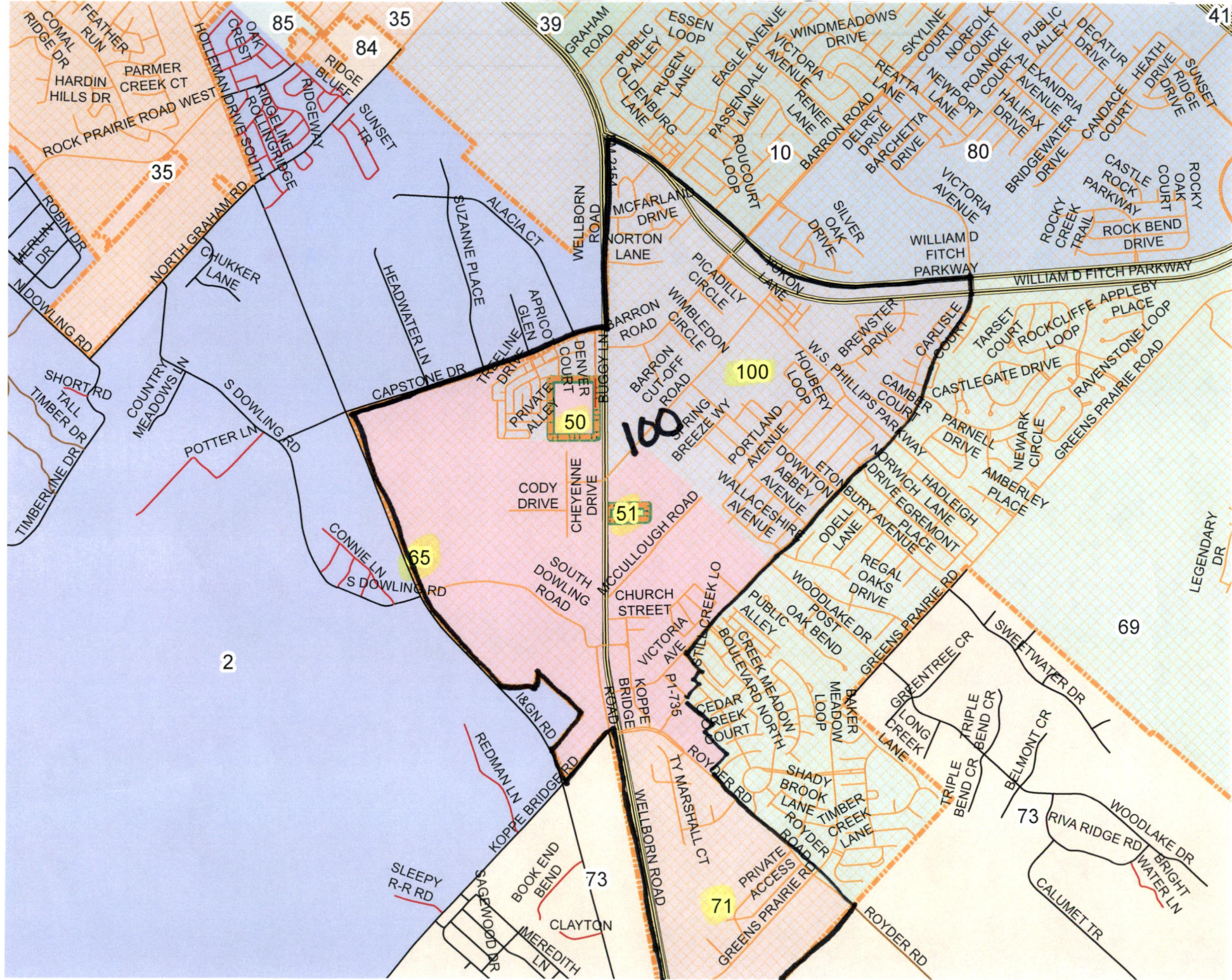
ATTEST:

  
Acting  
Duane Peters, County Judge

Chuck Kenderia

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 22 and 32 to be Election Precinct 32 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_32.pdf](#)

**Description**

Order 32

**Type**

Cover Memo



## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

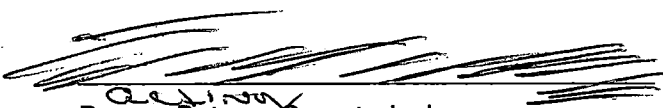
WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';

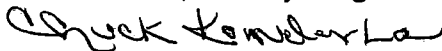
NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.006 of the Texas Election Code that election precincts 22 and 32 shall be combined to create election precinct 32.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

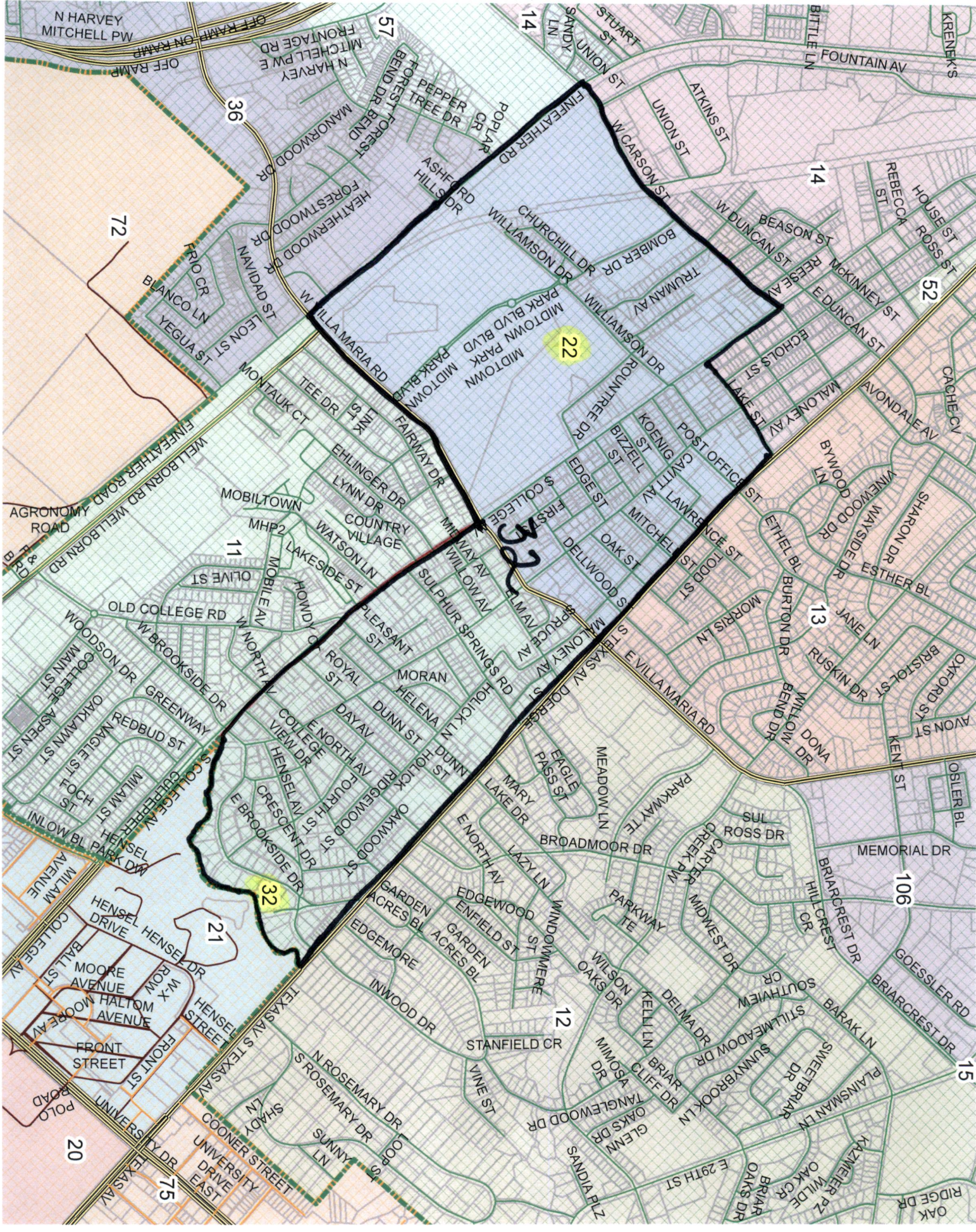
ATTEST:

  
Duane Peters, County Judge



  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 33 and 74 to be Election Precinct 33 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_33.pdf](#)

**Description**

Order 33

**Type**

Cover Memo



## ORDER COMBINING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that


Pursuant to 42.006 of the Texas Election Code that election precincts 33 and 74 shall be combined to create election precinct 33.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

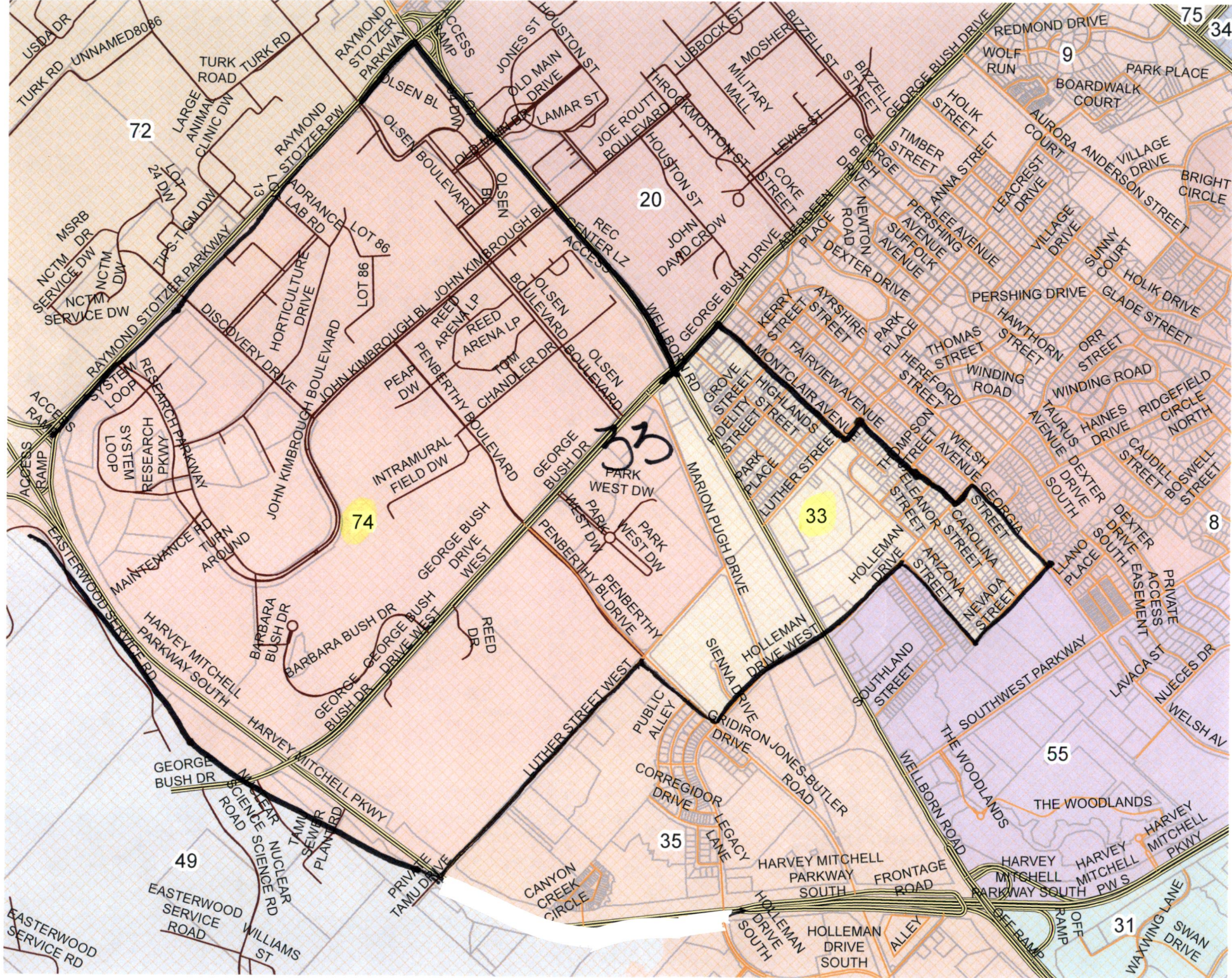
  
Duane Peters, County Judge

Chuck Kowdenle

ATTEST:

  
Karen McQueen, County Clerk









NUMBER:

4/29/2025

Approval of Order Combining Election Precincts 27, 87, 110, 111, 112 and 113 to be Election Precinct 27 in accordance with Section 42.006 of the Texas Election Code.

Commissioners Court

04/23/2025

False

False

\$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_27.pdf](#)

### Description

Order 27

**Type**

## Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;


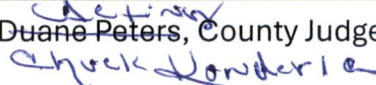
WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."


NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 27, 87, 110, 111, 112 and 113 shall be combined to create election precinct 27.

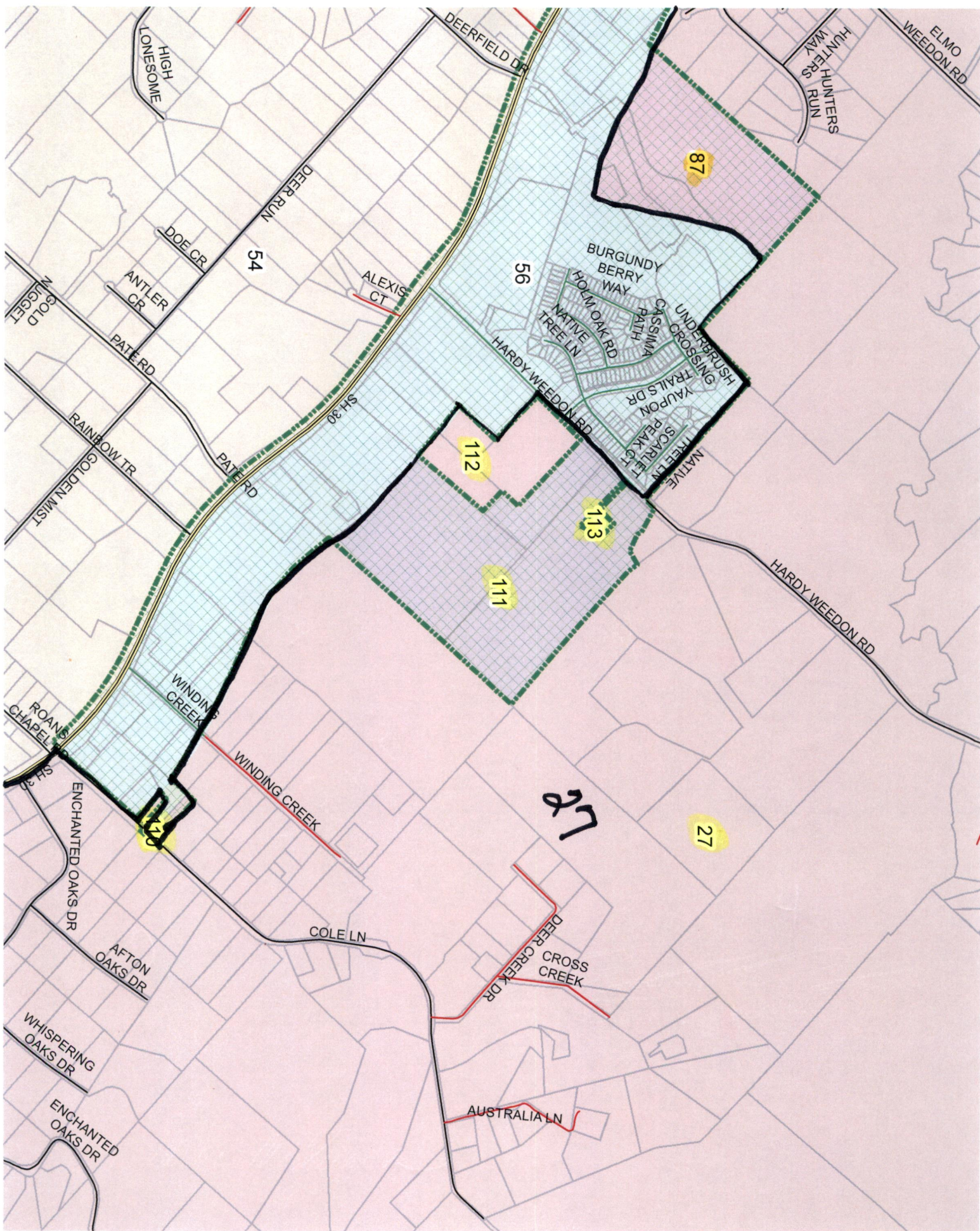
ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

  
Duane Peters, County Judge  


ATTEST:

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 38, 81 and 114 to be Election Precinct 38 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_38.pdf](#)

**Description**

Order 38

**Type**

Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.


WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 38, 81 and 114 shall be combined to create election precinct 38.

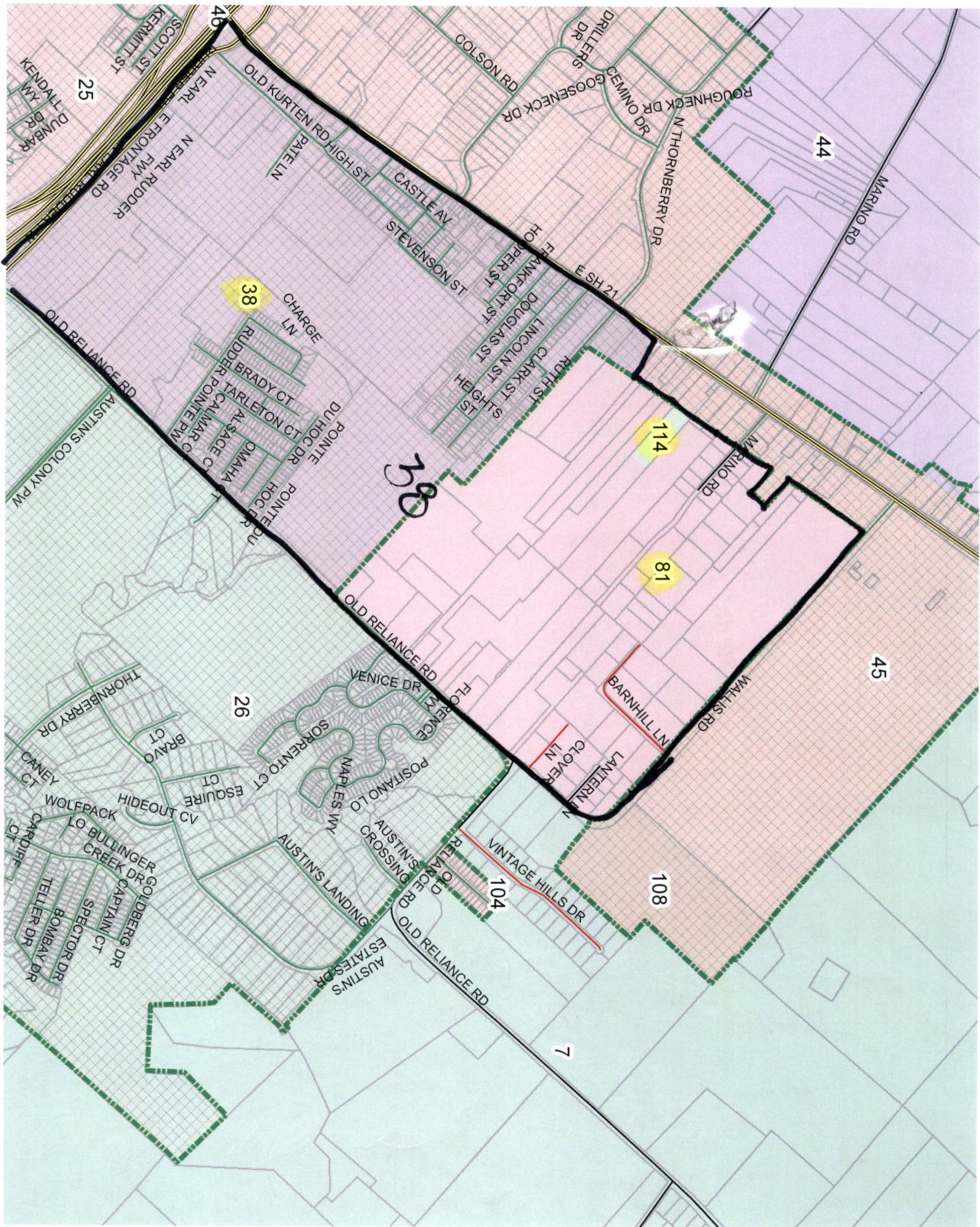
ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

ATTEST:

  
Duane Peters, County Judge  
Chuck Konderic

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 7 and 104 to be Election Precinct 7 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Order\\_Pct\\_7.pdf](#)

**Description**

Order 7

**Type**

Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

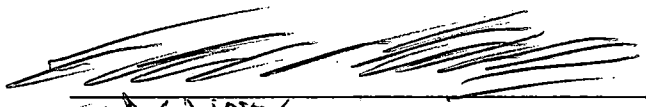
WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 7 and 104 shall be combined to create election precinct 7.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

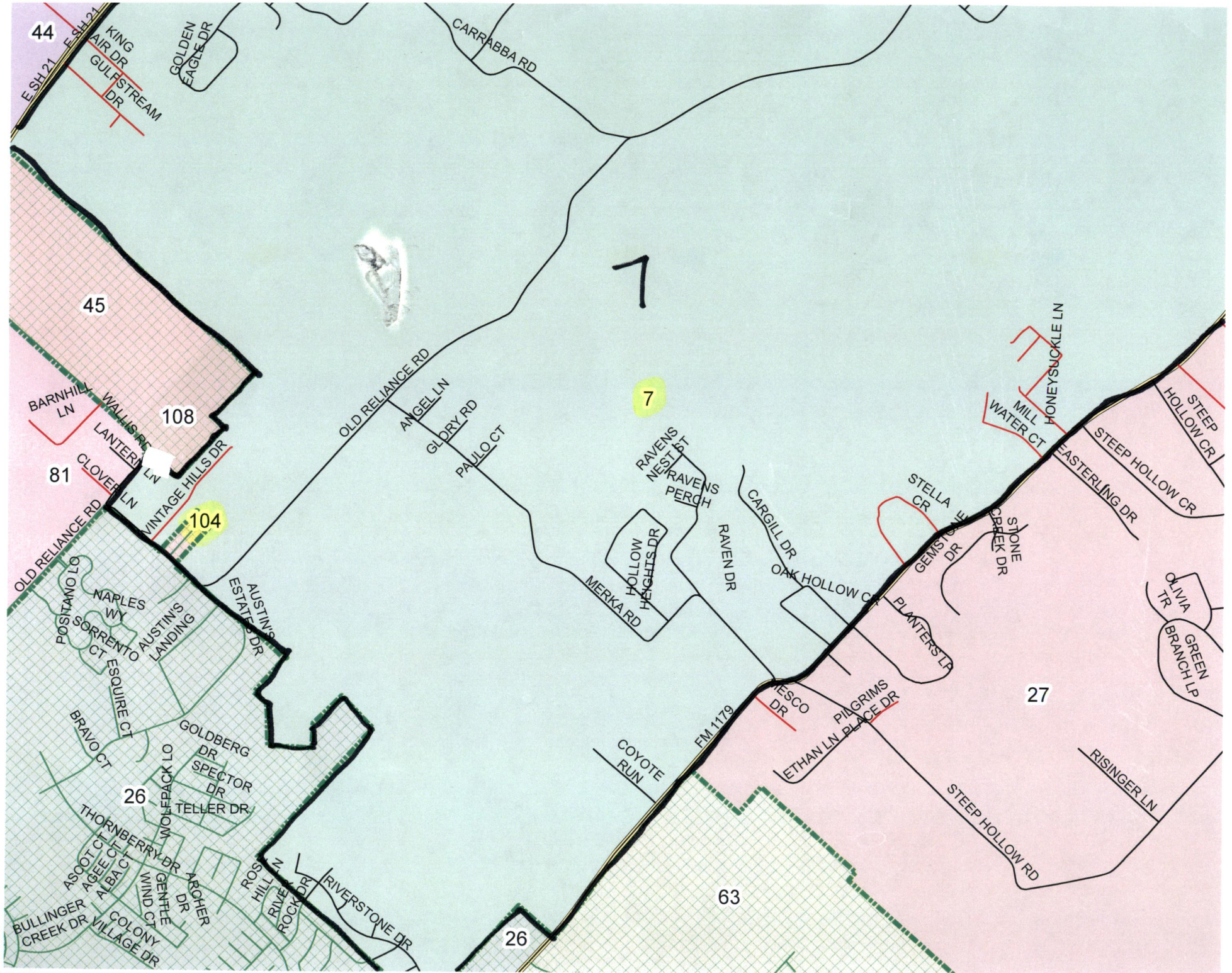
ATTEST:

  
Duane Peters, County Judge

Chuck Ronderle

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Combining Election Precincts 78 and 86 to be Election Precinct 78 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_78.pdf](#)

Order 78

Cover Memo



## ORDER COMBINING VOTING PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;


WHEREAS, Section 42.007. Combining incorporated and unincorporated territory. A commissioners court may not establish a county election precinct containing territory inside a city with a population of 10,000 or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas: (1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters."

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.007 of the Texas Election Code that election precincts 78 and 86 shall be combined to create election precinct 78.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

  
Duane Peters, County Judge

ATTEST:

  
Karen McQueen, County Clerk









**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Order Splitting Election Precinct 35 and creating Election Precinct 115 in accordance with Section 42.006 of the Texas Election Code.

TO: Commissioners Court

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Order\\_Pct\\_115.pdf](#)

Order 115

Cover Memo



## ORDER SPLITTING ELECTION PRECINCTS

WHEREAS, Texas Election Code Section 42.031. Reviewing Precincts for Compliance: Boundary Changes states (a) During March or April of each odd-numbered year each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007;

WHEREAS, a review of the voting precincts has been conducted;

WHEREAS, after review at least one of the precincts does not meet size requirements as set out on Section 42.006, "A county election precinct must contain at least 100 but not more than 5,000 registered voters.';


NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that

Pursuant to 42.006 of the Texas Election Code election precinct 35 currently contains 5,627 voters which is beyond the maximum registered voters and shall be split. The newly created election precinct will be 115.

ADOPTED by the Commissioner Court this 29<sup>th</sup> day of April, 2025 by a vote of 4 AYES and 0 NAYS.

ATTEST:

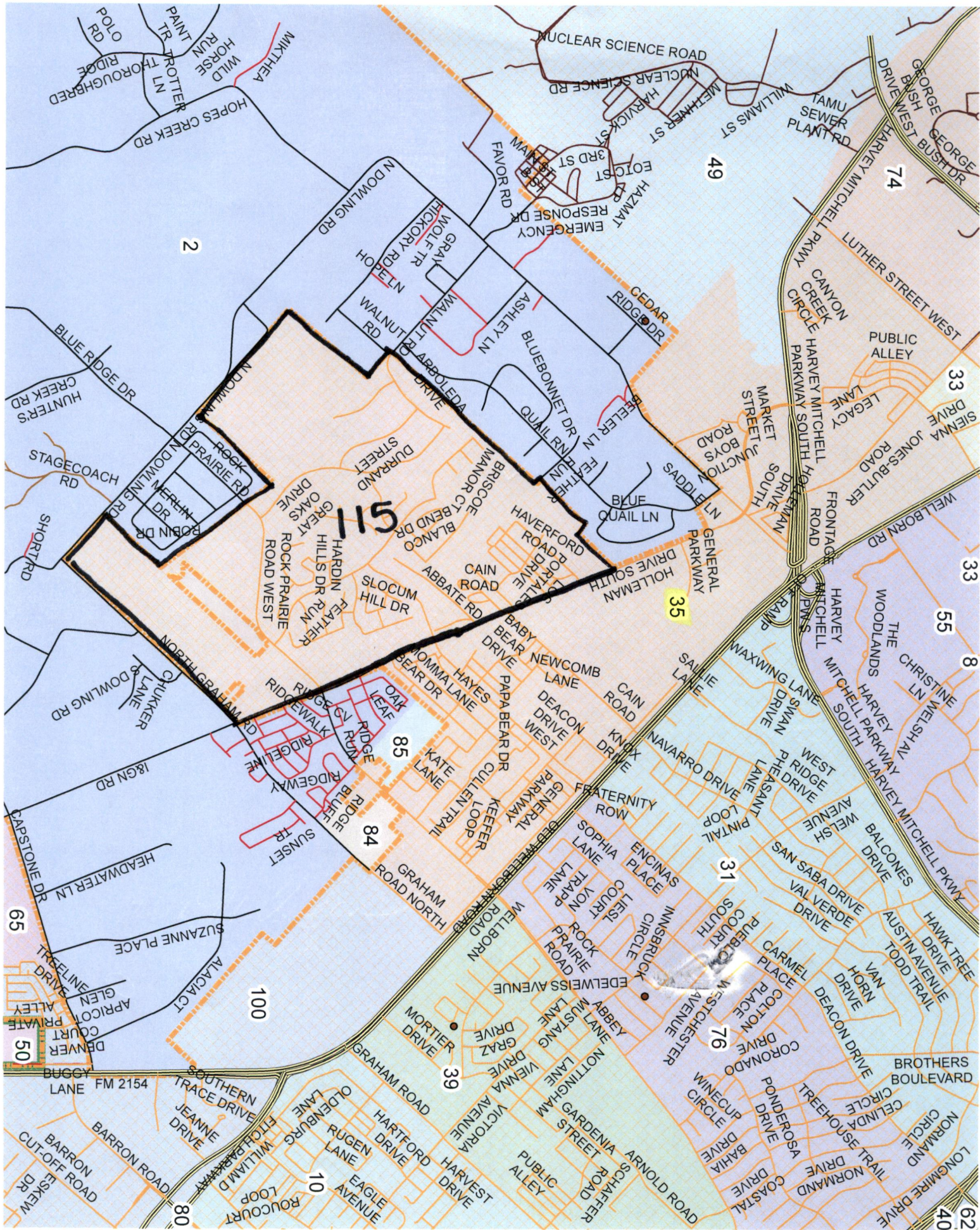
  
Karen McQueen, County Clerk

  
Duane Peters, County Judge

Chuck Kanda -

Acting Co.  
Judge









**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/29/2025

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

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: The items requested to be destroyed are no longer useful to Brazos County and not safe to sell to the public.

**ATTACHMENTS:**

**File Name**

[April 2025 Destruction.pdf](#)

**Description**

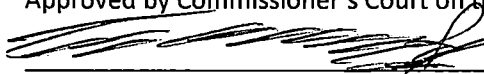
April 2025 Destruction List

**Type**

Backup Material



April 2025 Jail Destruction		
Jail	Equipment	Linen Carts
Jail	Equipment	4 Broken Wheelchairs
Jail	Furniture	Exam Table
Jail	Medical Equipment	IV Tubes
Jail	Furniture	60 Mattresses
Jail	Clothing	15 Bags of Linens & Clothing
Jail	Furniture	10 Broken Office Chairs
Jail	Clothing	Officer Clothing

Approved by Commissioner's Court on this 29 day of APRIL, 2025 by  
 holding the position of County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Termination Agreement for Chapter 381 Economic Development Program Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.

TO: Commissioners Court

DATE: 04/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Termination Agreement - Final RDC sig.pdf</a>	Termination Agreement - FINAL - Chapter 381 RDC	Backup Material

**TERMINATION AGREEMENT FOR CHAPTER 381 ECONOMIC  
DEVELOPMENT PROGRAM AGREEMENT BETWEEN BRAZOS COUNTY  
AND RELLIS CAMPUS DATA AND RESEARCH CENTER, LLC**

This Termination Agreement ("Termination Agreement") is entered into and effective as of April 29, 2025 ("Effective Date") by and between Brazos County, a Texas political subdivision organized under the laws of the State of Texas (the "County"), and RELLIS Campus Data and Research Center, LLC ("RCDRC") individually referred to as "Party" and collectively referred to as "Parties."

**WHEREAS**, the Parties entered into that certain Chapter 381 Economic Development Program Agreement with Effective Date of April 26, 2022 ("Original Agreement") for RCDRC to develop, construct and operate a data center with offices and classroom facilities (the "Project"); and

**WHEREAS**, later circumstances have resulted in the Project being unable to achieve certain deadlines in the Original Agreement, but the Project is underway; and

**WHEREAS**, the Project has not yet qualified for a Chapter 381 payment and no amount is due from the County to RCDRC; and

**WHEREAS**, RCDRC has determined it to be beneficial to expand the Project to implement a second phase and requests economic development incentives for the additional phase instead of any incentives for the first phase; and

**WHEREAS**, the County and the City of Bryan are both agreeable to support the second phase of the Project with a Tax Abatement Agreement pursuant to Tax Code Chapter 312 in combination with and predicated upon termination of the Original Agreement; and

**WHEREAS**, Section 8.01(a) of the Original Agreement provides that the Parties may terminate the Agreement by mutual agreement; and

**WHEREAS**, the Parties mutually agree to terminate the Original Agreement effective as of April 29, 2025; and

**WHEREAS**, the Parties have agreed that upon mutual termination of the Original Agreement, the Parties have no further rights, liabilities, or obligations under the Original Agreement;

**NOW THEREFORE**, the Parties agree as follows:

1. The Original Agreement is hereby terminated effective as of April 29, 2025 ("Effective Date").
2. No Party shall have any rights, liabilities, or obligations to any other Party, or such other Party's successors or assigns, under or in connection with the Original



Agreement.

3. No payment is due from the County to RCDRC.
4. No Party has any claim against the other Party.

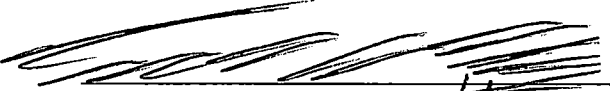
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the Effective Date.

BRAZOS COUNTY:

ATTEST:

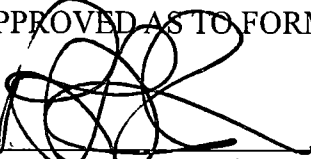
APPROVED

  
Karen McQueen, County Clerk

  
Duane Peters, County Judge

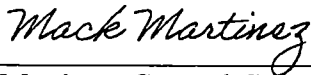
DATE: 4/29/25

APPROVED AS TO FORM:

  
Bruce Bratt, General Counsel

RELLIS Campus Data and Research Center, LLC

APPROVED:

  
Mac Martinez, General Counsel

DATE: 4/28/25



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval requested of the Chapter 312 Economic Development Agreement between Brazos County and RELLIS Campus Data and Research Center, LLC.

TO: Commissioners Court

DATE: 04/21/2025

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="#"><u>2025-04-24 (UNSIGNED) Tax Abatement Agreement b t Brazos County and Rellis Campus Data and Research Center LLC.pdf</u></a>	Tax Abatement Agreement b/t Brazos County & Rellis Campus Data and Research Center, LLC	Backup Material

STATE OF TEXAS                   §  
COUNTY OF BRAZOS           §

**TAX ABATEMENT AGREEMENT BETWEEN BRAZOS COUNTY  
AND RELLIS CAMPUS DATA AND RESEARCH CENTER, LLC**

This Tax Abatement Agreement (the “**Agreement**”) is entered into by and between the County of Brazos, Texas, a political subdivision of the State of Texas, acting herein by and through its duly elected Commissioners Court (the “**COUNTY**”), and RELLIS Campus Data and Research Center (Phase 2), LLC, a Texas limited liability company (the “**DEVELOPER**”), acting herein by and through its duly authorized agents. COUNTY and DEVELOPER may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

**WITNESSETH:**

**WHEREAS**, the City Council of the City of Bryan, a Texas home rule municipality (the “**City**”) adopted an ordinance on February 19, 2025 establishing the RELLIS Reinvestment Zone Number 2 of the City of Bryan, Texas being further described in **Exhibit “A”** attached hereto (the “**Reinvestment Zone**”), as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE; and

**WHEREAS**, DEVELOPER has entered into a ground lease with the Board of Regents of the Texas A&M University System (herein after referred to as “**TAMUS**”) to lease approximately 25 acres of land (the “**Land**”) located on the Texas A&M University System RELLIS Campus (the “**RELLIS Campus**”) in Bryan, Brazos County, Texas being further described in **Exhibit “B”** attached hereto, with plans to develop and operate an approximately 230,000 sq. ft. data and research center with offices and classroom facilities as part of Phase II of DEVELOPER’S data and research center (the “**Project**”); and

**WHEREAS**, DEVELOPER is considering the Reinvestment Zone as the site for Phase II of DEVELOPER’S data and research center; and

**WHEREAS**, DEVELOPER expects that the proposed Phase II data and research center represents an approximate investment of SEVEN HUNDRED MILLION DOLLARS (\$700,000,000) by DEVELOPER over a multi-year period; and

**WHEREAS**, the COUNTY finds the construction and operation of the Phase II data and research center by DEVELOPER will provide a valuable catalyst for economic development in the COUNTY by the attraction of new businesses, new jobs, and the increase in ad valorem taxes to the COUNTY; and



**WHEREAS**, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Tax Abatement Guidelines and the Tax Code in order to maintain and enhance the employment, commercial, and industrial economic base of the COUNTY; and

**WHEREAS**, on the 12th day of March, 2024, the COUNTY adopted guidelines for tax abatements that are current under Tax Code Section 312.002 (the “**Tax Abatement Guidelines**”); and

**WHEREAS**, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the COUNTY as contemplated by the Tax Code; and

**WHEREAS**, on the 12th day of March, 2024, the COUNTY adopted a resolution electing to be eligible to participate in tax abatements pursuant to Tax Code, Section 312.002; and

**WHEREAS**, the COUNTY, after a public hearing, has found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements (hereinafter defined) are consistent with encouraging economic development of the Reinvestment Zone and that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

**WHEREAS**, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the governing bodies’ presiding officers of each taxing unit in which the Premises is located; and

**WHEREAS**, this Agreement was approved at a regular scheduled meeting of the Brazos County Commissioner’s Court.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone which contributes to the economic development of the COUNTY, and the enhancement of the tax base in the COUNTY, the Parties agree as follows:

## **ARTICLE I DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them. If a term is not defined herein it shall have the meaning ascribed to it in Section 1.04 of the Texas Tax Code.

“**Abatement**” means the partial exemption from the COUNTY’s Maintenance and

Operations (M&O) ad valorem taxes on property in the Reinvestment Zone as provided herein. The property tax abatement provided in this Agreement shall extend only to COUNTY ad valorem taxes on the Improvements and new Tangible Personal Property located on the Land within the Reinvestment Zone.

**“Affiliate”** shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with DEVELOPER. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity: (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity, whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

**“Bankruptcy or Insolvency”** shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

**“Base Year Taxable Value”** shall mean the Taxable Value of the Property as of the 1st day of January 2028, from which all increases in the Taxable Value of the Property shall be measured.

**“BCAD”** shall mean Brazos Central Appraisal District.

**“Commencement of Construction”** shall mean that: (a) construction plans have been prepared and all approvals thereof required by applicable Governmental Authorities have been obtained for construction of the Project; (b) all necessary permits for the construction of the Project, pursuant to the respective plans therefor have been issued by all applicable Governmental Authorities; and (c) construction of the facility foundation of the Project has commenced.

**“Completion of Construction”** shall mean that: (i) the construction of the Improvements has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the DEVELOPER.

**“COUNTY”** shall mean Brazos County, Texas.

**“DEVELOPER”** shall mean RELLIS Campus Data and Research Center, LLC (Phase 2), and its successors and permitted assigns.

**“Effective Date”** shall mean the day this Agreement is fully executed by both the COUNTY and DEVELOPER.

**“Expiration Date”** shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

**“Facility”** shall mean a building or structure erected on the Land.

**“First Year of Abatement”** shall mean the year beginning on January 1, 2029.

**“Force Majeure”** shall mean any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (b) is beyond the reasonable control of the affected Party; (c) is not due to the affected Party’s fault or negligence; and (d) could not be avoided by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include: natural phenomena such as storms, floods, lightning and earthquakes; wars, civil disturbances, revolts insurrections, terrorism, sabotage and threats of sabotage or terrorism; transportation disasters, whether by ocean, rail, land or air; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; delays in obtaining necessary goods or services essential for Project completion caused by an epidemic or pandemic; fires; and actions or omissions of a Governmental Authority that were not voluntarily induced or promoted by the affected Party or brought about by the breach of its obligations under this Agreement or any applicable law. Under no circumstances shall Force Majeure include DEVELOPER’s financial inability to perform as a result of economic hardship or changes in market conditions or any strike or labor dispute involving the employees of DEVELOPER or any Affiliate of DEVELOPER, other than industry or nationwide strikes or labor disputes.

**“Full Time Employee”** or **“FTE”** shall mean any person who is an employee of DEVELOPER or an Affiliate (excluding temporary or seasonal employees) for the Project who is on the payroll in a budgeted position, has an officially scheduled work week of thirty-five (35) hours or more, and who, according to DEVELOPER or Affiliate company policy, is entitled to full benefits as a full-time employee.

**“Guaranteed Value”** shall mean the Property’s Taxable Value as determined by BCAD.

**“Governmental Authority(ies)”** shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body whether legislative, judicial or executive (or a combination or permutation thereof).



**“Improvements”** or **“Project”** shall mean one or more improvements constructed after the date of this Agreement on the Land consisting of a data and research center with offices and classroom facilities, and other ancillary infrastructure, as more fully described in the submittals to be filed with the COUNTY.

**“Incremental Taxable Value”** shall mean the Taxable Value for the Property as of January 1st of a given year less the Base Year Taxable Value.

**“Inventory”** shall mean only those items of Tangible Personal Property that are commonly referred to as wares, goods, and merchandise, which are held for sale or lease to customers in the ordinary course of business.

**“Land”** shall mean the approximately 25 acres of land located on the RELLIS Campus the subject of a Ground Lease between Developer, as tenant, and the Board of Regents of the Texas A&M University System, as landlord, and described in **Exhibit “B”**.

**“Maximum Abated Amount”** shall mean the total of tax abatements which may be given to DEVELOPER by the COUNTY during the term of this Agreement, which amount shall not exceed THIRTEEN MILLION DOLLARS AND NO CENTS (\$13,000,000.00) of Real Property Taxes.

**“Payroll”** shall mean the payroll numbers that DEVELOPER or an Affiliate report to the Texas Workforce Commission quarterly for FTE’s added after the Effective Date for the four preceding consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

**“Premises”** shall mean, collectively, the Land and the Improvements following construction thereof.

**“Project”** shall mean an approximately 230,000 sq. ft. data and research center with offices and classroom facilities as part of Phase II of DEVELOPER’S data and research center, and as described in **Exhibit “C”**.

**“Property”** shall mean the Real Property and Tangible Personal Property located in the Reinvestment Zone, excluding Inventory and supplies.

**“Real Property Taxes”** are the COUNTY’s share of the ad valorem taxes received by the COUNTY from the Brazos County Tax Assessor-Collector on the value of the Property, which shall include land, improvements, and Tangible Personal Property taxed by the COUNTY.

**“Reinvestment Zone”** shall mean the RELLIS Reinvestment Zone Number 2 of the City of Bryan, Texas, adopted by the City Council of Bryan, Texas on February 19, 2025, and further described in **Exhibit “A”**.

**“Subsidiary”** means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (A) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (B) possesses at least 50 percent of the voting power of the DEVELOPER or members of the organization.

**“Tangible Personal Property”** shall have the same meaning assigned by the Tax Code Section 1.04 and shall mean all tangible personal property, equipment, machinery, and fixtures, excluding inventory and supplies, owned or leased by DEVELOPER that is added to the Improvements subsequent to the execution of this Agreement.

**“Tax Abatement Guidelines”** shall mean the current guidelines for tax abatements in accordance with Tax Code Section 312.002 as adopted by the COUNTY on March 12<sup>th</sup>, 2024.

**“Tax Code”** shall mean the current Texas Tax Code.

**“Taxable Value”** shall mean the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

## **ARTICLE II GENERAL PROVISIONS**

2.1 The Project is not an improvement project financed by tax increment bonds.

2.2 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the COUNTY.

2.3 The Land is not owned or leased by any member of the Brazos County Commissioners Court.

2.4 The Land and the DEVELOPER’s Improvements constructed thereon within the Reinvestment Zone shall be used in the manner that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

2.5 The **“Term”** of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE III TAX ABATEMENT AUTHORIZED**

3.1 This Agreement is authorized by the Tax Code and in accordance with the Tax Abatement Guidelines.

3.2 Subject to the terms and conditions of this Agreement, if the Guaranteed Value, Total Employees, and Total Payroll for the given year is achieved and maintained, the COUNTY hereby grants DEVELOPER an abatement of fifty percent (50%) of the Taxable Value of Property for a term of ten (10) calendar years which includes the First Year of Abatement; provided that the total amount of taxes abated under this Agreement shall not exceed the Maximum Abated Amount.

<u>Tax Year</u>	<u>Incremental Taxable Value</u>	<u>Guaranteed Value</u>	<u>% Abatement</u>
2029	\$140,000,000	\$140,000,000	50%
2030	\$140,000,000	\$280,000,000	50%
2031	\$140,000,000	\$420,000,000	50%
2032	\$140,000,000	\$560,000,000	50%
2033	\$140,000,000	\$700,000,000	50%
2034	\$0	\$700,000,000	50%
2035	\$0	\$700,000,000	50%
2036	\$0	\$700,000,000	50%
2037	\$0	\$700,000,000	50%
2038	\$0	\$700,000,000	50%

The partial exemption from ad valorem taxation of Property during each tax year covered by this Agreement shall be computed by taking a percentage of the value of said Property on January 1<sup>st</sup> of each tax year over the value of Property from the Base Year Taxable Value. For clarity, the Parties intend for Abatements under this Agreement to apply only to Property owned by DEVELOPER, its Affiliate, or an assignee of DEVELOPER that is consented to by COUNTY or otherwise permitted under Section 11.4 herein.

3.3 DEVELOPER agrees to accept BCAD's final certified Taxable Value for the purpose of meeting the Guaranteed Value.

3.4 During the period of tax abatement herein authorized, DEVELOPER shall be subject to all taxation not abated, including, but not limited to, ad valorem taxation on DEVELOPER's Property. DEVELOPER shall submit to COUNTY receipts of all valorem taxes paid on DEVELOPER's Property by February 15 of each tax year during said period.

#### **ARTICLE IV IMPROVEMENTS AND PERFORMANCE REQUIREMENTS**



4.1 DEVELOPER intends to construct or cause to be constructed Improvements on the Land that is in the Reinvestment Zone and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate DEVELOPER to construct the Improvements on the Land or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 DEVELOPER agrees to the Commencement of Construction no later than the beginning of the First Year of Abatement.

4.3 DEVELOPER agrees, as good and valuable consideration for this Agreement, that construction of the Improvements by DEVELOPER will be in accordance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

4.4 DEVELOPER agrees to maintain the Improvements and the Premises during the Term of this Agreement in accordance with all applicable federal, state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

4.5 DEVELOPER agrees to file a copy of construction plans for the Project Improvements and Facility in the office of County Judge, which shall be deemed to be incorporated by reference herein and made a part hereof.

4.6 The COUNTY, its agents and employees shall have the right of access to the Premises during and following construction at reasonable times and with reasonable notice to DEVELOPER, and in accordance with visitor access and security policies of DEVELOPER, in order to inspect the Improvements and ensure that the construction of the Improvements are in accordance with this Agreement and all applicable federal, state and local laws and regulations (or valid waiver thereof).

4.7 DEVELOPER agrees to the Completion of Construction no later than 2032.

## **ARTICLE V DEVELOPER'S EMPLOYMENT OBLIGATIONS**

5.1 DEVELOPER expects that the Project will generate a total of 100 FTEs over a multi-year period which will include engineers, technicians, managers, administrators, analysts, professionals, software developers, and consultants.

5.2 DEVELOPER agrees that its annual total Payroll (excluding benefits) for FTEs added after the Effective Date will be as follows:

<u>Year</u>	<u>Total Added Employees</u>	<u>Total Added Gross Payroll</u>
2028	2	\$375,000
2029	2	\$375,000
2030	2	\$375,000
2031	21	\$2,175,000
2032	100	\$7,350,000
2033	100	\$7,350,000
2034	100	\$7,350,000
2035	100	\$7,350,000
2036	100	\$7,350,000
2037	100	\$7,350,000

5.3 To establish a base year number of employees and total salaries in Brazos County, DEVELOPER shall deliver to COUNTY the Texas Workforce Commission Quarterly Report for the previous quarter before the date of the Base Year Taxable Value. On or before February 15, 2029, and February 15 of each year thereafter, DEVELOPER shall deliver to COUNTY documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that DEVELOPER met the payroll targets for the preceding calendar year, the year of the appraised value.

## **ARTICLE VI DEVELOPER'S DUTIES AND OBLIGATIONS**

6.1 DEVELOPER shall, before February 15 of each calendar year that the Agreement is in effect, certify in writing to COUNTY whether or not it is in compliance with each term of the Agreement, using the Certificate of Compliance form attached hereto as **Exhibit "D"**. The submission of these reports shall be the responsibility of DEVELOPER and shall be signed by an officer of DEVELOPER. DEVELOPER shall include property identification numbers in the valuation documentation and copies of payment receipts. Current year paid tax receipts shall be attached to the form as an exhibit. DEVELOPER shall also send a copy of the Certificate of Compliance to BCAD.

6.2 DEVELOPER shall annually render the value of new Real Property and Tangible Personal Property to BCAD and shall provide a copy of the same to the COUNTY upon written request.

6.3 It shall be the responsibility of DEVELOPER, pursuant to Section 11.43 of the Tax Code, to file, on or before April 30, an annual exemption application for the new Property with the Brazos County Chief Appraiser using the form attached hereto as **Exhibit "E"**. A copy of the

respective exemption application shall also be submitted to the COUNTY.

6.4 During the Term of this Agreement, DEVELOPER shall not allow the ad valorem taxes owed to the COUNTY on the Property owned by DEVELOPER or its Subsidiary, or any other property owned by DEVELOPER or its Subsidiary and located within the COUNTY to become delinquent beyond the date when due, as such date may be extended to allow for any protest of valuation or appeal. Nor shall DEVELOPER fail to render for taxation any property owned by DEVELOPER or its Subsidiary and located within the COUNTY.

6.5 During the Term of this Agreement, DEVELOPER shall not convey all or part of the Improvements to another third party, with the exception of DEVELOPER's Affiliate or Subsidiary, without the prior written consent of the COUNTY, which written consent will not be unreasonably withheld, conditioned or delayed.

6.7 DEVELOPER shall allow COUNTY reasonable access, during normal business hours, to examine its records and books and all other relevant records related to DEVELOPER's compliance with the performance requirements of this Agreement.

6.8 DEVELOPER shall keep the Premises insured against loss or damage by fire or any other casualty at full replacement value by purchasing insurance or through a self-insurance program. DEVELOPER shall furnish the COUNTY with either a certificate of insurance or documentation of its self-insurance program.

6.9 DEVELOPER's failure to meet its performance requirements, duties, and obligations under this Agreement shall release the COUNTY from all obligations in this Agreement.

6.10 DEVELOPER shall notify the COUNTY if DEVELOPER obtains an additional tax abatement, alternative valuation, or exemption for the Project apart from the COUNTY and the City of Bryan. In the event DEVELOPER obtains an additional tax abatement, alternative valuation, or exemption for the Project apart from the COUNTY and the City of Bryan, the Abatements agreed hereto will be offset by fifty (50%) of the additional tax abatement, alternative valuation, or exemption.

## **ARTICLE VII DEFAULT AND TERMINATION**

7.1 This Agreement shall terminate upon any one or more of the following: (i) by mutual agreement of the Parties; (ii) Expiration Date; or (iii) by the COUNTY, if DEVELOPER



suffers an event of Bankruptcy or Insolvency.

7.2 The COUNTY or DEVELOPER shall have the right to terminate this Agreement in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within sixty (60) days after written notice by the non-breaching Party or in accordance with Section 7.3 herein.

7.3 If DEVELOPER should default in the performance of any obligation of this Agreement, the COUNTY shall notify DEVELOPER in writing, and DEVELOPER shall have sixty (60) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such sixty (60) day period, and DEVELOPER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the COUNTY may extend the period in which the default must be cured for additional sixty (60) days.

7.4 It is agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

7.5 If DEVELOPER fails to cure the default within the time provided, as specified in Sections 7.2 and 7.3 or as such period may be extended, the COUNTY shall have the right to terminate this Agreement by providing written notice to DEVELOPER.

7.6 In the event DEVELOPER elects not to proceed with the Project as contemplated by this Agreement, DEVELOPER shall notify the COUNTY in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

7.7 In the event a Party defaults, then the other Party shall have available to it all remedies at law and equity.

## **ARTICLE VIII RECAPTURE OF TAX REVENUE**

8.1 In the event DEVELOPER (i) has delinquent ad valorem taxes owed to the COUNTY, and does not cure such delinquency within sixty (60) days after written notice from the COUNTY (provided DEVELOPER retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement and does not cure such breach within the notice and cure periods

described in Section 7.5 of this Agreement, as the case may be, then DEVELOPER shall be in default of this Agreement. As liquidated damages in the event of such default, DEVELOPER shall, within thirty (30) days after demand, pay to the COUNTY all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by DEVELOPER to the COUNTY without the benefit of the tax abatement under this Agreement for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code but without penalties.

8.2 The Parties acknowledge that actual damages in the event of default and termination by the COUNTY would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement shall in accordance with the above provisions of this Article, be recoverable against DEVELOPER, its successors and assigns and shall constitute a tax lien against DEVELOPER's Property, and shall become due, owing, and shall be paid to the COUNTY within thirty (30) days after notice of termination.

8.3 Upon termination of this Agreement by the COUNTY, the amount of liquidated damages set forth in Section 8.1 shall become a debt to the COUNTY as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The COUNTY shall have all remedies for the collection of the abated tax described in Section 8.1 provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the new Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by DEVELOPER, as determined by the BCAD, multiplied by the tax rate of the years in question, as calculated by the Brazos County Tax Assessor- Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

## **ARTICLE IX EVENTS OF FORCE MAJEURE**

9.1 If DEVELOPER's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of DEVELOPER, then DEVELOPER may be excused by the COUNTY from the performance of any such obligation or obligations during the period of time that DEVELOPER is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Contingencies or causes beyond the control of DEVELOPER include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes; and

(2) To the extent it affects the DEVELOPER's ability to perform a non-monetary covenant or obligation under this Agreement:

(a) A change in a governmental law or regulation if DEVELOPER complies with the changed or revised law or regulation within the time limits, and in the manner provided by such changed or revised law or regulation; and

(b) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of DEVELOPER.

9.2 If DEVELOPER gives written notice to the COUNTY that DEVELOPER cannot perform one or more of DEVELOPER's obligations because of Force Majeure, within ten (10) days of the event of Force Majeure, the COUNTY may, by written notice to DEVELOPER, suspend one or more of DEVELOPER's obligations, in whole or in part, for the time and to the extent necessary to allow DEVELOPER to overcome the Force Majeure and resume performance thereof.

## **ARTICLE X INDEMNIFICATION**

10.1 DEVELOPER hereby agrees to waive all claims, release, indemnify, defend and hold harmless the COUNTY, and all of their officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of DEVELOPER, its officers, agents, employees or Affiliates arising out of or in connection with the performance of this Agreement, and DEVELOPER will at its own cost and expense defend and protect the COUNTY from any and all such claims and demands. The indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for DEVELOPER or any contractor or subcontractor under workman's compensation or other employee benefit acts.



## ARTICLE XI MISCELLANEOUS

11.1 Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.

11.2 Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

11.3 Amendments. Any amendment, alteration, or termination of this Agreement must be in writing and signed by all Parties.

11.4 Assignment. DEVELOPER may not assign this Agreement without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld. If the COUNTY consents to Assignment, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

11.5 No Waiver. Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver is in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any different or subsequent breach.

11.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered. Actual receipt via email may be deemed accomplished upon a confirmation of receipt by the intended party.

The contact information for each Party is as follows:

If intended for the COUNTY, send to:

Brazos County  
Attn: Duane Peters, County Judge  
200 S. Texas Ave., Ste. 332  
Bryan, Texas 77803  
[dpeters@brazoscountytexas.gov](mailto:dpeters@brazoscountytexas.gov)

If intended for the DEVELOPER, send to:

RELLIS Campus Data and Research  
Center, LLC (Phase 2)  
Attn: Sam Tenorio, III, President  
833 RELIS Parkway  
Bryan, Texas  
email: \_\_\_\_\_

11.7 Applicable Law and Venue. This Agreement is made and shall be construed and

interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Brazos County, Texas. Venue for any matters in federal court will be in the United States District Court for the Southern District of Texas, Houston Division.

11.8 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision.

11.9 Third Parties. The COUNTY and DEVELOPER intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the COUNTY and DEVELOPER or permitted assignees of the COUNTY and DEVELOPER, except that the indemnification and hold harmless obligations by DEVELOPER provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

11.10 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

11.11 Employment of Undocumented Workers. During the term of this Agreement, DEVELOPER agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), DEVELOPER shall repay to COUNTY all taxes abated under this Agreement as of the date of such violation within 120 days after the date DEVELOPER is notified by COUNTY of such violation.

11.12 Authorization. This Agreement was authorized by resolution of the County Commissioners of Brazos County at a meeting authorizing the County Judge to execute this Agreement on behalf of the COUNTY.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

11.14 Right of Offset. The COUNTY may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the COUNTY from the DEVELOPER, regardless of whether the amount due arises pursuant to the terms of this Agreement or a related agreement or otherwise and regardless of whether or not the debt due the COUNTY has been reduced to judgment by a court.

11.15 No Presumption Regarding Drafter. COUNTY and DEVELOPER acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between COUNTY and DEVELOPER, and that this Agreement reflects their mutual agreement

regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either COUNTY or DEVELOPER to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.16 Compliance. DEVELOPER agrees that it will comply with Section 176.006 of the Texas Local Government Code, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Section 176.006 of the Texas Local Government Code please go to <https://www.ethics.state.tx.us/forms/conflict>.

11.17 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope of the meaning of the paragraphs.


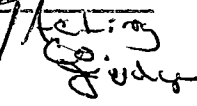
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the Effective Date.

**BRAZOS COUNTY:**


**ATTEST:**

**APPROVED**

  
Karen McQueen, County Clerk


  
Duane Peters, County Judge / Acting  
DATE: 4/29/25 

**APPROVED AS TO FORM:**

  
Bruce Erratt, General Counsel

**RELLIS Campus Data and Research Center, LLC (Phase 2)**

**APPROVED:**

  
Sam Tenorio, III, President, President  
DATE: 04/09/2025



**APPROVED AS TO FORM:**

*Mack Martinez, AIA*  
Counsel for  
RELLIS Campus Data and Research Center, LLC

**EXHIBIT "A"**  
**DESCRIPTION OF RELIS REINVESTMENT ZONE NO. 2**

BEING A 25.00-ACRE TRACT SITUATED IN THE JAMES F. CURTIS JR. SURVEY, ABSTRACT NO. 12, BRYAN, BRAZOS COUNTY, TEXAS AND BEING OUT OF A 42.343-ACRE TRACT AS DEPICTED ON A SURVEY PLAT PREPARED BY GESSNER ENGINEERING ON AUGUST 22, 2018 (PROJECT NO. 18-0515). SAID 42.343-ACRE TRACT BEING OUT OF A CALLED 1,991.39-ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO THE BOARD OF DIRECTORS OF THE AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS RECORDED IN VOLUME 219, PAGE 210, DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T). SAID 25.00-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a yellow plastic cap stamped "GESSNER" (hereinafter referred to as "with cap") found for the northwest corner of the herein described tract, same being the northeast corner of a 11.499-acre tract as depicted on a survey plat prepared by Gessner Engineering on September 16, 2020 (Project No. 20-1034) and being located in the existing south right-of-way (ROW) line of West State Highway 21 (SH-21) (width varies);

THENCE, North 75° 48' 57" East (North 75° 48' 57" East) with the northwest line of said 42.343-acre tract, same being the existing south ROW line of said SH-21, a distance of 1552.67 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract;

THENCE, South 13° 31' 21" East departing from said SH-21, a distance of 540.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract and being located in the southeast line of said 42.343-acre tract and in a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 43.343-acre tract and with said curve to the left having a radius of 1,108.11 feet, through a central angle of 04° 50' 18", an arc distance of 93.57 feet (chord bears South 78° 54' 37" West, a distance of 93.54 feet to a ½-inch iron rod with cap found for a corner of the herein described tract;

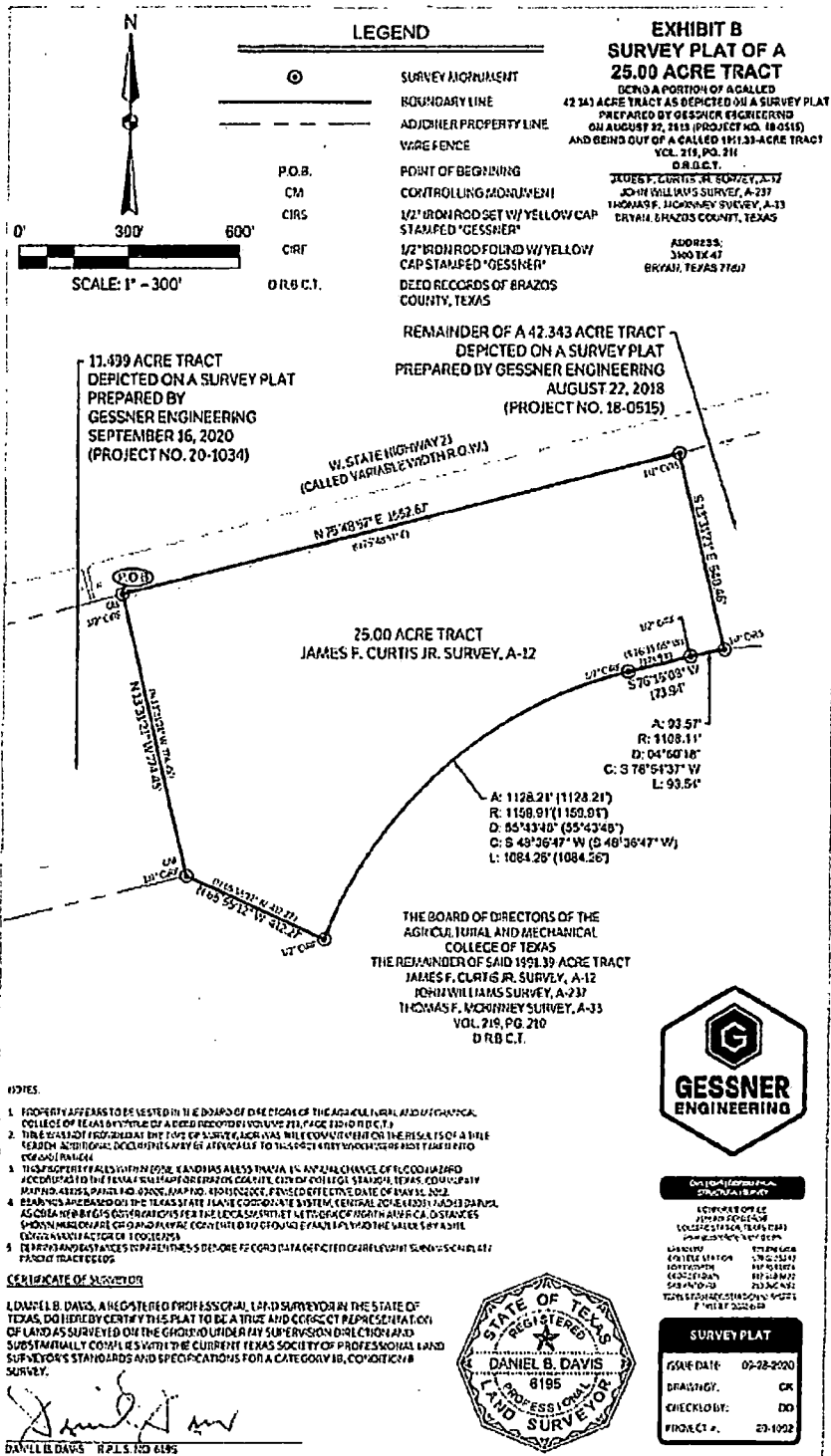
THENCE, South 76° 15' 08" West (South 76° 15' 08" West), a distance of 173.94 (173.94) feet to a ½-inch iron rod with cap found for a corner of the herein described tract and for the beginning of a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 42.343-acre tract and with said curve to the left having a radius of 1,159.91 (1,159.91) feet, through a central angle of 55° 43' 48" (55° 43' 48"), an arc distance of 1,128.21 (1,128.21) feet (chord bears South 48° 36' 47" West (South 48° 36' 47" West), a distance of 1,084.26 (1,084.26) feet to a ½-inch iron rod with cap found for the south corner of the herein described tract;

THENCE, North 65° 55' 12" West (North 65° 55' 12" West), a distance of 412.27 (412.27) feet to a ½-inch iron rod with cap found for the southwest corner of the herein described tract and or the southeast corner of said 11.499-acre tract;

THENCE, North 13° 31' 21" West (North 13° 31' 21" West) with the east line of said 11.499-acre tract, a distance of 774.45 (774.45) feet to the POINT OF BEGINNING and containing 25.00 acres of land.

### EXHIBIT "A" Continued





**EXHIBIT "B"**  
**DESCRIPTION OF THE LAND**

BEING A 25.00-ACRE TRACT SITUATED IN THE JAMES F. CURTIS JR. SURVEY, ABSTRACT NO. 12, BRYAN, BRAZOS COUNTY, TEXAS AND BEING OUT OF A 42.343-ACRE TRACT AS DEPICTED ON A SURVEY PLAT PREPARED BY GESSNER ENGINEERING ON AUGUST 22, 2018 (PROJECT NO. 18-0515). SAID 42.343-ACRE TRACT BEING OUT OF A CALLED 1,991.39-ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO THE BOARD OF DIRECTORS OF THE AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS RECORDED IN VOLUME 219, PAGE 210, DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T). SAID 25.00-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a yellow plastic cap stamped "GESSNER" (hereinafter referred to as "with cap") found for the northwest corner of the herein described tract, same being the northeast corner of a 11.499-acre tract as depicted on a survey plat prepared by Gessner Engineering on September 16, 2020 (Project No. 20-1034) and being located in the existing south right-of-way (ROW) line of West State Highway 21 (SH-21) (width varies);

THENCE, North 75° 48' 57" East (North 75° 48' 57" East) with the northwest line of said 42.343-acre tract, same being the existing south ROW line of said SH-21, a distance of 1552.67 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract;

THENCE, South 13° 31' 21" East departing from said SH-21, a distance of 540.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract and being located in the southeast line of said 42.343-acre tract and in a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 43.343-acre tract and with said curve to the left having a radius of 1,108.11 feet, through a central angle of 04° 50' 18", an arc distance of 93.57 feet (chord bears South 78° 54' 37" West, a distance of 93.54 feet to a ½-inch iron rod with cap found for a corner of the herein described tract;

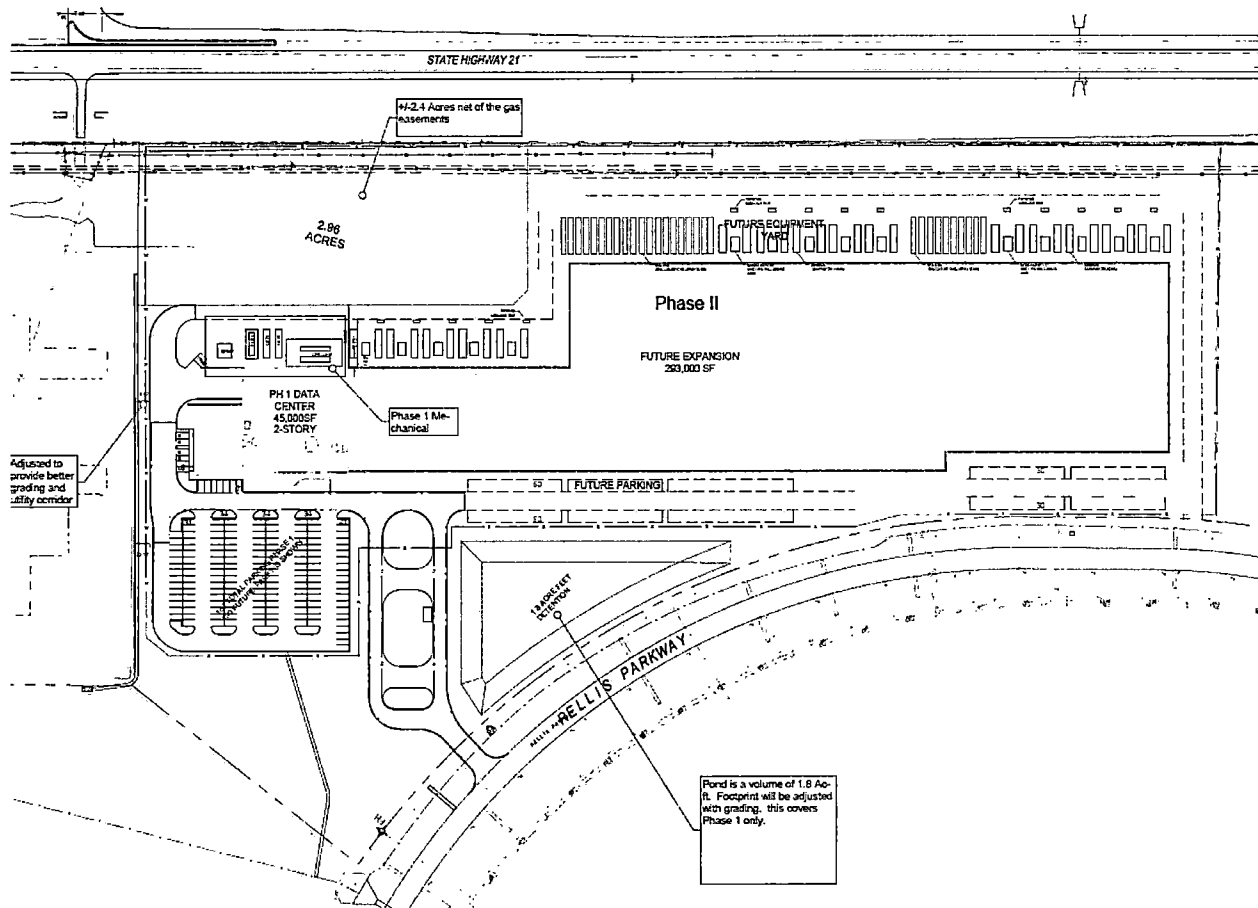
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THENCE, in a southwesterly direction with the southeast line of said 42.343-acre tract and with said curve to the left having a radius of 1,159.91 (1,159.91) feet, through a central angle of 55° 43' 48" (55° 43' 48"), an arc distance of 1,128.21 (1,128.21) feet (chord bears South 48° 36' 47" West (South 48° 36' 47" West), a distance of 1,084.26 (1,084.26) feet to a ½-inch iron rod with cap found for the south corner of the herein described tract;

THENCE, North 65° 55' 12" West (North 65° 55' 12" West), a distance of 412.27 (412.27) feet to a ½-inch iron rod with cap found for the southwest corner of the herein described tract and or the southeast corner of said 11.499-acre tract;

THENCE, North 13° 31' 21" West (North 13° 31' 21" West) with the east line of said 11.499-acre tract, a distance of 774.45 (774.45) feet to the POINT OF BEGINNING and containing 25.00 acres of land.

# EXHIBIT "C"



**EXHIBIT "D"**  
**STATEMENT OF COMPLIANCE**  
**WITH AGREEMENT FOR TAX ABATEMENT**  
**WITH RELIS CAMPUS DATA AND RESEARCH CENTER, LLC (PHASE 2)**  
**IN THE CITY OF BRYAN RELIS REINVESTMENT ZONE NO. 2**

**THE STATE OF TEXAS       §**  
**COUNTY OF BRAZOS       §**

**RELIS CAMPUS DATA AND RESEARCH CENTER, LLC (PHASE 2)** ("DEVELOPER") hereby certifies any improvements on the Property, as called for in the above referenced Agreement:

\_\_\_\_\_ HAVE BEEN completed and constructed in every material respect pursuant to said Agreement.

\_\_\_\_\_ HAVE NOT BEEN completed or constructed in every material respect pursuant to said Agreement.

DEVELOPER further certifies that it:

\_\_\_\_\_ HAS complied with all applicable and material terms of said Agreement.

\_\_\_\_\_ HAS NOT complied with all applicable and material terms of said Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RELIS CAMPUS DATA AND RESEARCH CENTER, LLC (PHASE 2)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Any above described improvements have been accepted by the Brazos County, Texas as having been constructed in compliance with the above referenced Agreement, and that pursuant to said Agreement the partial exemption from taxation shall commence on January 1, 20\_\_\_\_ continuing through the year 20\_\_\_\_, which will be the last year that the property will be entitled to exemption from taxation in accordance with this Agreement, and that the taxable value of the Premises for such period of time shall be the taxable value as finally determined, following any applicable contests and appeals, by the Brazos County Appraisal District on January 1st of each year of the term of the Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:     **BRAZOS COUNTY, TEXAS**

**ATTEST:**

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

\_\_\_\_\_  
Karen McQueen, County Clerk



## EXHIBIT "E"

Texas Comptroller of Public Accounts

Form  
50-116

# Application for Property Tax Abatement Exemption

Appraisal District Name

Phone (area code and number)

Appraisal District, Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

**ANNUAL APPLICATION REQUIRED:** An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

### OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? ☐ Yes ☐ No

### SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner: (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Other (specify): \_\_\_\_\_

Name of Property Owner

Driver's License, Personal I.D. Certificate  
Social Security Number or Federal Tax I.D. Number\*

Physical Address, City, State, ZIP Code

Phone (area code and number)

Email Address\*\*

Mailing Address of Property Owner (if different from the physical address provided above):

Mailing Address, City, State, ZIP Code

**SECTION 2: Authorized Representative**

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

- ☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner
- ☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162
- ☐ Other and explain basis: \_\_\_\_\_

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative

Driver's License, Personal I.D. Certificate or Social Security Number

Title of Authorized Representative

Primary Phone Number (area code and number)

Email Address\*\*

Mailing Address, City, State, ZIP Code

**SECTION 3: Property Description**

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

Physical Address (i.e. street address, not P.O. Box), City, State, ZIP Code

Appraisal district account number (if known)

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? ☐ Yes ☐ No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? ☐ Yes ☐ No

**SECTION 4: Taxing Units that have Agreed to Abate Taxes**

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

**SECTION 5: Abatement(s) Questions**

1. Is this a continuation of an existing abatement agreement? ☐ Yes ☐ No
2. Are the terms and duration of each taxing unit's agreement different or identical? ☐ Different ☐ Identical
- If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.
- If identical, please describe the nature of the abatement agreements for this year by completing the following:
- ☐ Lump sum exemption of \$ \_\_\_\_\_
- ☐ Percentage exemption of \_\_\_\_\_ %
- ☐ Other (Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)
3. Does the agreement abate taxes on personal property? ☐ Yes ☐ No
4. Are you in compliance with the agreement? ☐ Yes ☐ No
- If no, attach a statement explaining the reason for noncompliance.

**SECTION 6: Additional Required Documentation**

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

**SECTION 7: Certification and Signature**

**NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT:** If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

I, \_\_\_\_\_, swear or affirm the following:

Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
3. that I have read and understand the Notice Regarding Penalties for Making or Filing an Application Containing a False Statement.

sign  
here

Signature of Property Owner or Authorized Representative

Date

\* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section 11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

\*\* An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

For more information, visit our website: [comptroller.texas.gov/taxes/property-tax](http://comptroller.texas.gov/taxes/property-tax)

Page 3

<https://bisfiles.co/sites/shared/forms/50-116.pdf>





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:	Purchasing	NUMBER:
DATE OF COURT MEETING:	4/29/2025	
ITEM:	Approval of No Award for RFP #25-026 ADA Self Evaluation/Transition Plan & Consulting.	
TO:	Commissioners Court	
FROM:	Kaitlyn Battles	
DATE:	04/21/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Contract #25-116 Indexing and Imaging Services for the Brazos County Clerk's Office with DLT Solutions, LLC.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 04/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This vendor has the software that the County Clerk uses in their daily operations from filing into the Official Public Records to issuing vital records. It is fully budgeted and no additional funds are being requested. Our current contract has expired and this vendor can provide the same software on a state contract. If this contract is not approved, we would need to find a new vendor and software. This may cost additional funds for the transfer of data, implementation, and training as well as a significant amount of time to do so.

**ATTACHMENTS:**

**File Name**

[Partially Executed Agreement.pdf](#)

**Description**

Contract

**Type**

Backup Material



March 12, 2025

**BRAZOS COUNTY**  
**Pricing**

*PRESENTED BY TD SYNnex PUBLIC SECTOR*



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This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

TD SYNnex Public Sector / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / [www.dlt.com](http://www.dlt.com)  
TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code OS0H9 / GSA IT Schedule 70 GS-35F-267DA

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1. Pricing.....	1
2. Signature.....	4



March 12, 2025

Brazos County  
300 E 26<sup>th</sup> St., Suite 120  
Bryan, Texas 77803

Attention: Karen McQueen

Dear Ms. McQueen,

DLT Solutions (now part of TD SYNnex Public Sector) and GovOs have teamed ("Team DLT") to offer this proposal for professional services on a firm fixed price basis to Brazos County ("Customer"). DLT Solutions is the Prime Contractor for this engagement. DLT intends to subcontract the proposed services to GovOs.

If you have technical questions, please contact Samuel Mazurek at (703) 773-8965 or [samuel.mazurek@dlt.com](mailto:samuel.mazurek@dlt.com). For contractual questions, please contact 703-709-7172 or [Legal@dlt.com](mailto:Legal@dlt.com) and [inbound-bids@dlt.com](mailto:inbound-bids@dlt.com).

Please note that DLT will bill for all travel as actuals and in accordance with the Federal Travel Regulation unless otherwise mandated by the customer Purchase Order. FJTR Policy and Per Diem Rates can be found at <http://www.gsa.gov/portal/category/100212>.

This offer is valid until 4/30/2025.

We look forward to your analysis of our proposal and to speaking with you further regarding your needs.

Sincerely,

Samuel Mazurek  
Senior Account Manager I  
TD SYNnex Public Sector



## 1. Pricing

#	MFG Part No.	Contract [ Contract Price ]	Qty	Unit Price [ List Price ]	Ext. Price
NOTE					
GovOs / 5 year with annual payments:					
Year 1: \$68,342.80					
Year 2: \$71,289.94					
Year 3: \$74,384.44					
Year 4: \$77,633.67					
Year 5: \$81,045.34 Total: \$372,696.20					
1	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-S W2 [ \$158,256.00 ]	1	\$64,982.81 [ \$161,485.71 ]	\$64,982.81
Cloud - Records System					
- PDF/A Archival Storage					
GO-PR-PDFSTOR-PS-PDFSTOR-SB 1367520 \$1,000.00					
- PDF/A Recurring Conversion Subscription					
GO-PR-PDFSTOR-SW-CONVSUB-SB 168000 \$5,040.00					
- Cloud Search (Formerly Vanguard Search) GO-PR-CS-SWA-CLSEA-SB 1 \$0.00					
- PDF/A One-time PDF Conversion Fee					
GO-PR-PDFSTOR-PS-PDFCONV-OT 1 \$0.00					
2	PROPERTY ALERT	MSTATE-MV-NCPA-S W2 [ \$3,920.00 ]	1	\$3,360.00 [ \$4,000.00 ]	\$3,360.00
Automated Fraud Alerts for Real Property recorded documents					
#	MFG Part No.	Contract [ Contract Price ]	Qty	Unit Price [ List Price ]	Ext. Price
3	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-S W2 [ \$158,256.00 ]	1	\$67,929.94 [ \$161,485.71 ]	\$67,929.94
Cloud - Records System					
= =					
Year 2					
= =					
- PDF/A Archival Storage					
GO-PR-PDFSTOR-PS-PDFSTOR-SB 1367520 \$1,000.00					
- PDF/A Recurring Conversion Subscription					
GO-PR-PDFSTOR-SW-CONVSUB-SB 168000 \$5,040.00					
- Cloud Search (Formerly Vanguard Search) GO-PR-CS-SWA-CLSEA-SB 1 \$0.00					
- PDF/A One-time PDF Conversion Fee					
GO-PR-PDFSTOR-PS-PDFCONV-OT 1 \$0.00					
4	PROPERTY ALERT	MSTATE-MV-NCPA-S W2 [ \$3,920.00 ]	1	\$3,360.00 [ \$4,000.00 ]	\$3,360.00
Automated Fraud Alerts for Real Property recorded documents					
= =					
Year 2					
5	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-S W2 [ \$158,256.00 ]	1	\$71,024.44 [ \$161,485.71 ]	\$71,024.44
Cloud - Records System					
= =					
Year 3					
= =					
- PDF/A Archival Storage					
GO-PR-PDFSTOR-PS-PDFSTOR-SB 1367520 \$1,000.00					
- PDF/A Recurring Conversion Subscription					
GO-PR-PDFSTOR-SW-CONVSUB-SB 168000 \$5,040.00					
- Cloud Search (Formerly Vanguard Search) GO-PR-CS-SWA-CLSEA-SB 1 \$0.00					
- PDF/A One-time PDF Conversion Fee					
GO-PR-PDFSTOR-PS-PDFCONV-OT 1 \$0.00					

Brazos County  
Pricing

6	PROPERTY ALERT	MSTATE-MV-NCPA-S W2 [ \$3,920.00 ]	1	\$3,360.00 [ \$4,000.00 ]	\$3,360.00
	Automated Fraud Alerts for Real Property recorded documents == Year 3				
#	MFG Part No.	Contract [ Contract Price ]	Qty	Unit Price [ List Price ]	Ext. Price
7	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-S W2 [ \$158,256.00 ]	1	\$74,273.67 [ \$161,485.71 ]	\$74,273.67
	Cloud - Records System == Year 4 == - PDF/A Archival Storage GO-PR-PDFSTOR-PS-PDFSTOR-SB 1367520 \$1,000.00 - PDF/A Recurring Conversion Subscription GO-PR-PDFSTOR-SW-CONVSUB-SB 168000 \$5,040.00 - Cloud Search (Formerly Vanguard Search) GO-PR-CS-SWA-CLSEA-SB 1 \$0.00 - PDF/A One-time PDF Conversion Fee GO-PR-PDFSTOR-PS-PDFCONV-OT 1 \$0.00				
8	PROPERTY ALERT	MSTATE-MV-NCPA-S W2 [ \$3,920.00 ]	1	\$3,360.00 [ \$4,000.00 ]	\$3,360.00
	Automated Fraud Alerts for Real Property recorded documents == Year 4				
9	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-S W2 [ \$158,256.00 ]	1	\$77,685.34 [ \$161,485.71 ]	\$77,685.34
	Cloud - Records System == Year 5 == - PDF/A Archival Storage GO-PR-PDFSTOR-PS-PDFSTOR-SB 1367520 \$1,000.00 - PDF/A Recurring Conversion Subscription GO-PR-PDFSTOR-SW-CONVSUB-SB 168000 \$5,040.00 - Cloud Search (Formerly Vanguard Search) GO-PR-CS-SWA-CLSEA-SB 1 \$0.00 - PDF/A One-time PDF Conversion Fee GO-PR-PDFSTOR-PS-PDFCONV-OT 1 \$0.00				
10	PROPERTY ALERT	MSTATE-MV-NCPA-S W2 [ \$3,920.00 ]	1	\$3,360.00 [ \$4,000.00 ]	\$3,360.00
	Automated Fraud Alerts for Real Property recorded documents == Year 5 NOTE "Use of GovOS's solutions described herein are subject to the terms contained in GovOS Proposal # 0061P00000aEysQQAS."				
Total				\$372,696.20	

Brazos County  
Pricing

#	MFG Part No.	Contract [ Contract Price ]	Qty	Unit Price [ List Price ]	Ext. Price
This represents a savings of <b>\$438,183.80</b> [ 54.04% ] off the Total Contract Price <b>\$810,880.00</b> .					
This represents a savings of <b>\$454,732.35</b> [ 54.96% ] off the Total List Price <b>\$827,428.55</b> .					

All terms in accordance with DLT's NCPA Contract Award in response to RFP No. 07-23 and manufacturer's terms and conditions at <http://www.dlt.com/products/client-commercial-licenses> that apply to the products and/or services included in this quotation.  
 Contract Number: 01-164 Lead Agency: Region 14 ESC Expiration date: 4/30/2026 UEI - F1N2KDGBDTU8  
 Tax ID: 54-1599882 CAGE Code: 0S0H9  
 Payment Terms: Net 30 (On Approved Credit) DLT Accepts VISA/MC/AMEX  
 Contract open to: All 50 states & District of Columbia; All US territories and Outlying areas (including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands, Puerto Rico, U.S. Virgin Islands)  
 CPARs requests should be sent to the attention of Steve Wells at [cpars@dlt.com](mailto:cpars@dlt.com).

PLEASE REMIT ACH DLT Solutions, LLC OR Mail DLT Solutions, LLC  
PAYMENT TO: Bank of America P O Box 743359  
 ABA # 111000012 Atlanta, GA 30374-3359  
 Acct # 4451063799

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



## 2. Signature

IN WITNESS WHEREOF, the parties below have executed this SOW as of the SOW Effective Date.

### DLT Solutions, LLC

By: Joe Frisbie  
Name: Joe Frisbie  
Title: DLT Sales Director  
Date: 4/2/2025

### Brazos County

By: [Signature]  
Name: Duane Peters / <sup>Chuck</sup> Kendrick  
Title: County Judge / <sup>Acting</sup> Co. Judge  
Date: 4/29/25

### GovOs

By: Josh Stanley  
Name: Josh Stanley  
Title: COO & CFO  
Date: 3/21/25



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Award of RFP #CIP 25-578 Hidden Springs & Stony Brook Culvert Replacement.  
Recommended Award: Texcon General Contractors.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 04/21/2025

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: \$642,213.30

**NOTES/EXCEPTIONS:**

The evaluation committee has requested to award this contract for culvert replacement within Hidden Springs subdivision with Texcon General Contractors based on the highest evaluation score as published in the solicitation. The existing culverts have reached the end of their service life and are no longer adequate to convey stormwater effectively, creating roadway and drainage concerns. Replacing these crossings will improve roadway safety, restore proper drainage function, and extend the life of the roadway infrastructure in the subdivision located in Precinct 1. Once awarded, the project team will have a kick off meeting with the contractor to determine the best Notice to Proceed date to start.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Partly Executed Contract - Texcon General Contractors.pdf](#)

Contract

Backup Material

[RFP - Texcon General Contractors.pdf](#)

RFP

Backup Material

[Tabulation.pdf](#)

Tabulation

Backup Material

**AGREEMENT  
FOR HIDDEN SPRINGS & STONY  
BROOK CULVERT REPLACEMENT**

**RFP # CIP 25-578**

**BRAZOS COUNTY, TEXAS**



## TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
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6. Construction by Owner or by Separate Contractors
7. Changes in the Work
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12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
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17. Prohibition against personal interest in the Contract
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19. Authority to Contract

## AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the HIDDEN SPRINGS & STONY BROOK CULVERT REPLACEMENT Brazos County, Texas, in the amount of **SIX HUNDRED FORTY TWO THOUSAND, TWO HUNDRED AND THIRTEEN DOLLARS AND THIRTY CENTS (\$642,213.30)** is entered into this \_\_\_\_ day of April 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **TEXCON GENERAL CONTRACTORS.**, (hereinafter referred to as "Contractor"). The HIDDEN SPRINGS & STONY BROOK CULVERT REPLACEMENT is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GOODWIN-LASSITER-STRONG** and is hereinafter referred to as "Engineer."

### ARTICLE 1 **GENERAL PROVISIONS**

#### **1.1. BASIC DEFINITIONS**

**1.1.1 THE COMPLETE CONTRACT DOCUMENTS:** The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-578** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

**1.1.3 THE WORK:** The term "Work" means the construction and services required by

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

**1.1.4 THE PROJECT:** The Project is the rehabilitation of the **HIDDEN SPRINGS & STONY BROOK CULVERT REPLACEMENT** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

**1.1.4.1 SUMMARY OF THE WORK:** This project consists of the replacement of two (2) culvert crossings in the Hidden Springs subdivision in Brazos County.

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

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

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

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

**1.1.8.1 Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."

**1.1.8.2 Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

**1.1.8.3** Where "**as shown**," "**as indicated**," "**as noted**," and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.

**1.1.8.4** Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.



**1.1.8.5 Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

**1.1.8.6 Day:** A calendar day beginning and ending at 12:00 midnight.

**1.1.8.7 Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.

**1.1.8.8 Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.

**1.1.8.9 Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

**1.1.8.10 Not-In-Contract (N.I.C.):** Work not included in this Contract.

**1.1.8.11 And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.

**1.1.8.12 General Contractor:** Same as Contractor.

**1.1.8.13 Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.

**1.1.8.14 Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.

**1.1.8.15 Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.

**1.1.8.16 Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.

**1.1.8.17 Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.

**1.1.8.18 Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed

agreement between Owner and Contractor for the performance of the Work.

**1.1.8.19 Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

**1.1.8.20 Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.

**1.1.8.21 Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.

**1.1.8.22 The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.

**1.1.8.23 Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.

**1.1.8.24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

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

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

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

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

**1.2.5.1** Modifications, Change Orders or a Change Proposal Request

**1.2.5.2** This Agreement, including the General Conditions stated herein.

**1.2.5.3** Addenda

**1.2.5.4** Supplementary Conditions

**1.2.5.5** Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Engineer.

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

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

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

### **1.3 CAPITALIZATION**

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



#### **1.4 INTERPRETATION**

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

#### **1.5 EXECUTION OF CONTRACT DOCUMENTS**

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

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

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

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

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

**1.6.2.1** Engineer may furnish or sell, at an agreed upon cost, to Contractor,

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

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

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

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

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

## ARTICLE 2 OWNER

### **2.1 DEFINITION**

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

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

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

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

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

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

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

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

**2.3 OWNER'S RIGHT TO STOP THE WORK:** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;



however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

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

**2.4.3** The Owner reserves the right to:

**2.4.3.1** observe the work, at any time, whenever it is in preparation or progress;

**2.4.3.2** make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;

**2.4.3.3** make changes to the work.

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

**2.4.4.1** Partial Substantial Completion;

**2.4.4.2** Substantial Completion when it occurs prior to the expiration of the Construction Time.

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

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

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

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

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

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

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

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

omission or difference and knowingly failed to report it to the Engineer.

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

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

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

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

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

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

**3.3.6** The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County must approve the new, proposed, full-time Project Superintendent before they start on the project.

**3.3.7 Layout/grades will be per plans.**

**3.4 LABOR AND MATERIALS**

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

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

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

**3.5 WARRANTY**

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

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



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

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

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

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

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

**3.5.7.1** Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

**3.5.7.2** Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.

**3.5.7.3** Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

**3.5.7.4** Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

### **3.6 TAXES**

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

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

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

### **3.7 PERMITS, FEES AND NOTICES**

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

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

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

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

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

### **3.8 ALLOWANCES**

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

**3.8.2** Unless otherwise provided in the Contract Documents:

**3.8.2.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**3.8.2.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and

**3.8.2.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

**3.8.3** Contingency Allowance is established as \$50,000.00 and shall be processed pursuant to the Specifications.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent.

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

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

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

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

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

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

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

**3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate



contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

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

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

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

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

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

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

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

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

### **3.13 USE OF SITE**

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

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

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

### **3.14 CUTTING AND PATCHING**

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

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

### **3.15 CLEANING UP**

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

**3.15.2** If the contractor fails to clean up as provided in the Contract Documents after

reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

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

### **3.17 ROYALTIES AND PATENTS**

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

### **3.18 INDEMNIFICATION**

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

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

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

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

### **3.19 ADDITIONAL REQUIREMENTS**

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

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

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

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



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

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

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

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

#### **ARTICLE 4**

#### **ADMINISTRATION OF THE CONTRACT**

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

**Day 0: Contractors receipt of Notice to Proceed**

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

**Day 30: Contractor attains Substantial Completion**

**Day 60: Contractor attains Final Completion**

#### **4.1 ENGINEER**

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

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

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

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

#### **4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from

time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

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

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

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

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

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

**4.2.6** The Engineer has authority to reject Work which does not conform to the Contract

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

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

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

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

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

**4.2.11** The Engineer will interpret and decide matters concerning performance under,

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

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

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

### **4.3 CLAIMS AND DISPUTES**

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

#### **4.3.1.1 Claims must contain following:**

**4.3.1.1.1** Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

**4.3.1.1.2** Nature of occurrence or condition giving rise to the Claim;

**4.3.1.1.3** Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

**4.3.1.1.4** An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

**4.3.1.1.5** An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Engineer, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

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



**4.3.3 Time Limits on Claims initiated prior to Final Payment.** Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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

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

**4.3.5.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

**4.3.5.2** failure of the Work to comply with the requirements of the Contract Documents; or

**4.3.5.3** terms of special warranties required by the Contract Documents.

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

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Engineer; (2) an order by the Owner to stop the Work where the

Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Engineer; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

#### **4.3.8 Claims for Additional Time**

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

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

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

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

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

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

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

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

**4.3.10** If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change

Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

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

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

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

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

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

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

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

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



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

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

### **5.3 SUBCONTRACTUAL RELATIONS.**

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

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

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

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

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

**5.4.1.1** Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and

**5.4.1.2** Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

#### **6.2 MUTUAL RESPONSIBILITY**

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

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon

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

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

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

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

### **6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7** **CHANGES IN THE WORK**

### **7.1 CHANGES**

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

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

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

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

prices shall be equitably adjusted.

## **7.2 CHANGE ORDERS**

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

**7.2.1.1** a change in the Work;

**7.2.1.2** the amount of the adjustment in the Contract Sum, if any, and

**7.2.1.3** the extent of the adjustment in the Contract Time, if any.

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

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

**7.3.3.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**7.3.3.2** unit prices stated in the Contract Documents or subsequently agreed upon;

**7.3.3.3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**7.3.3.4** as provided in Subparagraph 7.3.6.

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

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



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

**7.3.6.1** costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

**7.3.6.2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**7.3.6.3** rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**7.3.6.4** costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

**7.3.6.5** additional costs of supervision and field office personnel directly attributable to the change; and

**7.3.6.6** the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

**7.3.6.6.1** for Contractor, for any work performed by his own forces, 15% of the cost;

**7.3.6.6.2** for each subcontractor involved, work performed by his own forces, 10% of the cost;

**7.3.6.6.3** for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

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

**7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly

certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

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

#### **7.4 MINOR CHANGES IN THE WORK**

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

### **ARTICLE 8** **TIME**

#### **8.1 DEFINITIONS**

**8.1.1** The Contractor shall achieve substantial completion of the Work not later than thirty (30) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

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

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

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

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

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

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

#### **8.2 PROGRESS AND COMPLETION**

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

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

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

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

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

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

**8.2.6.1** increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

**8.2.6.2** increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

**8.2.6.3** reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

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

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

### **8.3 DELAYS AND EXTENSION OF TIME**

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

**8.3.1.1** If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

**8.3.1.2** No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and

**8.3.1.3** Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is **SIX HUNDRED FORTY TWO THOUSAND, TWO HUNDRED AND THIRTEEN DOLLARS AND THIRTY CENTS (\$642,213.30)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

### **9.2 SCHEDULE OF VALUES**

**9.2.1** Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated



to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

### **9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

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

### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or

notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

**9.5.1.1** defective Work not remedied;

**9.5.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims;

**9.5.1.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**9.5.1.5** damage to the Owner or another contractor;

**9.5.1.6** reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

**9.5.1.7** persistent failure to carry out the Work in accordance with the Contract Documents;

**9.5.1.8** failure to comply with the approved Project Construction Schedule;

**9.5.1.9** erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or

**9.5.1.10** the existence of any event of default under the Contract Documents.

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

## **9.6 PROGRESS PAYMENTS**

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

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

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

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

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

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

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

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

## **9.7 FAILURE OF PAYMENT**

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

## **9.8 SUBSTANTIAL COMPLETION**

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

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

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

**9.8.4** When the Work is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties



required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

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

## **9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge,

information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

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

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

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

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

**9.10.4.1** liens, Claims, security interests or encumbrances arising out of the Contract

and unsettled;

**9.10.4.2** failure of the Work to comply with the requirements of the Contract Documents;

**9.10.4.3** terms of special warranties required by the Contract Documents, or

**9.10.4.4** non-conforming, faulty or defective Work appearing at or after final payment.

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

## **9.11 LIQUIDATED DAMAGES**

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS**

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

### **10.2 SAFETY OF PERSONS AND PROPERTY**

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

**10.2.1.1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Engineer and their consultants and employees;

**10.2.1.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

**10.2.1.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

regulations and notifying owners and users of adjacent sites and utilities.

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

**10.2.4.1** Use or storage of explosives is prohibited.

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

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

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

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

**10.2.9** All parts of Work shall be braced to resist wind or other loads. Contractor shall



perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

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

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

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

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

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

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

### **10.3 HAZARDOUS MATERIALS OR SUBSTANCES**

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

**10.3.1.1** The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild

chemicals used in the cleaning of finished building materials.

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

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

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

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

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

## **10.4 EMERGENCIES**

**10.4.1** In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an

emergency shall be determined as provided in Paragraph 4.3. and Article 7.

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

**11.1.1.1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

**11.1.1.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

**11.1.1.3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;

**11.1.1.4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;

**11.1.1.5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

**11.1.1.6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

**11.1.1.7** claims for bodily injury or property damage arising out of completed operations;

**11.1.1.8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.1.9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

11.1.1.9.1 Premises Operations (including X, C and U coverages as applicable).

11.1.1.9.2 Independent Contractors' 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 Contractor's obligations under Paragraph 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 Subparagraph 9.10.2.

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

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

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)

11.1.2.1.2 Comprehensive or Commercial General Liability (including Premises-



Operations; Independent Contractors' Protective: Products and Completed Operations;  
Broad Form Property Damage):

**11.1.2.1.2.1 Bodily Injury: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

**11.1.2.1.2.2 Property Damage: \$ 1,000,000 each occurrence  
\$ 1,000,000 aggregate**

**11.1.2.1.2.3 Property Damage Liability Insurance shall include coverage for the following hazards:**

**11.1.2.1.2.3.1 X (Explosion)**

**11.1.2.1.2.3.2 C (Collapse)**

**11.1.2.1.2.3.3 U (Underground)**

**11.1.2.1.2.4 Broad Form Property Coverage shall include Completed Operations.**

**11.1.2.1.2.5 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)**

**11.1.2.1.3 Contractual Liability:**

**11.1.2.1.3.1 Bodily Injury: \$ 1,000,000 each occurrence**

**11.1.2.1.3.2 Property Damage: \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate**

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

**11.1.2.1.5 If the General Liability coverages are provided by a Commercial Liability policy, the:**

**11.1.2.1.5.1 General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.**

**11.1.2.1.5.2 Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.**

**11.1.2.1.5.3 Medical Expense Limit shall be not less than \$ 10,000 on any one person.**

**11.1.2.1.5.4 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)**

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

**11.1.2.1.7 Business Auto Liability (including owned, non-owned and hired vehicles):**

**11.1.2.1.7.1** Bodily Injury: **\$ 500,000** each person  
**\$ 1,000,000** each accident

**11.1.2.1.7.2** Property Damage: **\$ 500,000** each occurrence

**11.1.2.1.7.3** "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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

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

## **11.2 OWNER'S LIABILITY INSURANCE:**

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

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

**11.2.1.1.1** Bodily Injury: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate

**11.2.1.1.2** Property Damage: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate

## **11.3 PROPERTY INSURANCE**

**11.3.1** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in

Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

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

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

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

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

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

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

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

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

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

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

#### **12.2 CORRECTION OF WORK**

##### **12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

##### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

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



and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

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

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

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

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

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

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13** **MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands

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

## **13.2 SUCCESSORS AND ASSIGNS**

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

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

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

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

## **13.4 RIGHTS AND REMEDIES**

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

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

### **13.5 TESTS AND INSPECTIONS**

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

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

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

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

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

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

### **13.6 INTEREST**

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

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

**13.7.1.1 Before Substantial Completion.** Before Substantial Completion, any

applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

**13.7.1.2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

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

## **13.8 EQUAL OPPORTUNITY**

### **13.8.1 Contractor shall maintain policies of employment as follows:**

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

**13.8.1.2** Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

## **13.9 NON-DISCRIMINATION**

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



**ARTICLE 14**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

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

**14.1.1.1** issuance of an order of a court or other public authority having jurisdiction;

**14.1.1.2** an act of government, such as a declaration of national emergency, making material unavailable;

**14.1.1.3** because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

**14.1.1.4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

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

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

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

**14.2.1.1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

**14.2.1.2** fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;

**14.2.1.3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

**14.2.1.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

**14.2.2.1** take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;

**14.2.2.2** accept assignment of subcontracts pursuant to Paragraph 5.4; and

**14.2.2.3** finish the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

### **14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

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

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

**14.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**14.3.2.2** that an equitable adjustment is made or denied under another provision of the Contract.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

**14.4.2.1** cease operations as directed by the Owner in the notice;

**14.4.2.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**14.4.2.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

## **ARTICLE 15** **ACCESS TO THE WORK**

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

## **ARTICLE 16** **STANDARDS**

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

**16.2** The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

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

## **ARTICLE 17** **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

**17.1** No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an

officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

**ARTICLE 18**  
**PREVAILING WAGE RATES**

**18.1 PREVAILING WAGE RATE DETERMINATION**


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

**ARTICLE 19**  
**AUTHORITY TO CONTRACT**


The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's APRIL 29, 2025, meeting.

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

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

 Date: 4/29/2025  
Brazos County Judge/Acting Judge  
330 South Texas Ave., Suite 332  
Brazos, Texas 77803

**CONTRACTOR:**  
**TEXCON GENERAL CONTRACTORS**

 Date: 4-11-2025  
Spencer Buchanan



**ATTACHMENT "A"**  
**HIDDEN SPRINGS & STONY BROOK CULVERT**  
**REPLACEMENT**  
**REQUEST FOR PROPOSAL CIP 25-578**



## **REQUEST FOR PROPOSALS**

**RFP NO. CIP 25-578**

**Hidden Springs & Stony Brook Culvert Replacement**

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:**

**Tuesday, March 11, 2025, 2:00pm CST**

**TO THE:**

**BRAZOS COUNTY**

**PURCHASING DEPARTMENT**

**200 S. Texas Ave. Suite 352**

**Bryan, TX 77803**

**Phone: (979) 361-4290**

**Fax: (979) 361-4293**

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

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

Company Name: Texcon General Contractors

By (Print): Spencer Buchanan Title: Vice President

Physical Address: 1061 Innovation Drive, Bryan, TX 77808

Mailing Address: PO Box 138, Kurten, TX 77862

Telephone: 979-690-7711 Fax: 979-690-9797 E-Mail: spencerb@texcon.net

#### **A. SOLICITATION SCHEDULE**

A Pre-Proposal Conference will be held in the Commissioner's Courtroom located at the Brazos County Administration Building, 200 South Texas Ave, Bryan, Texas 77803 at 2:00 p.m. on Tuesday, February 25, 2025.

Release of RFP _____	Tuesday, February 11, 2025
Advertisement Dates _____	Tuesday, February 11, 2025
	Tuesday, February 18, 2025
Pre-Proposal Conference _____	Tuesday, February 25, 2025 at 2:00 PM CST
Deadline for Questions _____	Tuesday, March 4, 2025 at 5:00 PM CST
Proposal Submission Deadline _____	Tuesday, March 11, 2025 at 2:00 PM CST
Review/Contract Evaluations/Negotiations _____	March
Anticipated Award _____	March
Anticipated Construction Start _____	April

#### **B. SUMMARY OF WORK**

The scope of work to include the replacement of two (2) 6-48" dia. culvert crossings in the Hidden Springs subdivision in Brazos County, Texas. The project area will include the existing culvert crossings at Hidden Springs Way and Stony Brook. This scope of services also includes necessary roadway repairs at the culvert crossing locations. The project also includes the following:

1. Removal of existing culverts and mitered safety end treatments
2. Clearing and Grubbing of Right of Way and Easement Areas
3. Demolition of and haul off of existing chip seal pavement and existing base
4. Earthwork – Haul off
5. Cement stabilized sand backfill
6. HP Storm Culvert and safety end treatment installation with structural backfill
7. Grading of ditches and roadway
8. Installation of Type R Rock riprap, geotextile, and cement stabilized sand
9. Crushed limestone base and chip seal pavement installation
10. Traffic Control, Erosion Control, and SWPPP record keeping
11. Other subsidiary items

#### **C. ALTERNATES**

There are no planned alternates for this project.

#### **D. CONDITIONS OF RFP**

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

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
  - a. **BRAZOS COUNTY** - Same as County.

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



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

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

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

24. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
25. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the respondent in the event of a conflict.
26. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
27. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.
28. The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County that will provide on-site supervision at all times. Any proposed changes in the named Superintendent after award of the contract, must be pre-approved by Brazos County. The new proposed superintendent must have at least the same experience and qualifications as the original.

**E. SPECIAL PROVISIONS**

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

6. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.
7. Responses to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
8. Performance Standards:
  - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
  - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
  - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
  - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
  - e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
  - f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
  - g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

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

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



3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with the requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

**G. CONFLICT OF INTEREST**

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

**H. ADDENDA AND MODIFICATIONS**

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

5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

**I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

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

**J. TAXES**

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

**K. INSURANCE**

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

Standard Insurance Policies Required:

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy
4. Certificate of Insurance

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty

(30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.

e. All insurance policies shall be furnished to Brazos County upon request.

**1. COMMERCIAL GENERAL LIABILITY**

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

**2. AUTOMOBILE LIABILITY**

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

**3. WORKER'S COMPENSATION INSURANCE**

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

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

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

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

- a. Definitions:
  - i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's

Compensation Commission, or a coverage agreement )TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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



- all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
    - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
    - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
    - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
    - iv. obtain from each other person with whom it contracts, and provide to the Contractor:
      - (a) a certificate of coverage, prior to the other person beginning work on the project; and
      - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
    - vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
    - vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
  - j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

#### **4. CERTIFICATES OF INSURANCE**

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

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

#### **L. COMPLIANCE WITH LAW**

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

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

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

#### **M. SAFETY PRECAUTIONS**

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

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

#### **N. INDEMNITY**

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

whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

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

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

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

#### **O. RELEASE**

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

#### **P. BONDING REQUIREMENTS**

1. All proposers must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Brazos County or a Bid Bond in the same amount issued by a surety, acceptable to Brazos County, authorized to do business in the State of Texas, as a guarantee that the respondent will do the work

described herein at the rates stated herein. Unsuccessful respondent's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.

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

**Q. PROPOSAL SUBMITTAL**

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



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

a. Completed and signed RFP including:

i. References (Section S)

ii. Certification of Proposal (Section V)

b. Bid Bonds

c. Exhibit B – Bid Form

#### **R. PRICING**

Complete Exhibit B attached and submitted with the proposal.

#### **S. REFERENCES**

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

Company/Entity: Oldham Goodwin

Contact: Chris Rhodes

Phone: 979-268-2000

Email: chris.rhodes@oldhamgoodwin.com

Company/Entity: City of Bryan

Contact: Paul Kaspar

Phone: 979-209-5035

Email: pkaspar@bryantx.gov

Company/Entity: Adam Development Properties, LP

Contact: Andrew Ball

Phone: 979-776-1111

Email: ball@adamdevelopment.com

Company/Entity: City of Buffalo

Contact: Mayor Jerrod Jones

Phone: 903-322-4741

Email: mayor@buffalotex.com

Company/Entity: Cooks Crossing, LLC

Contact: Bill Lero

Phone: 979-777-1677

Email: blero@verizon.net

**T. PROPOSAL EVALUATION WAIVER**

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

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

**Note: The Statement of Affirmation Must be Notarized.**

**STATEMENT OF AFFIRMATION**

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

Firm's Name: Texcon General Contractors

Address: PO Box 138, Kurten, TX 77862

Proposer's Name: Spencer Buchanan

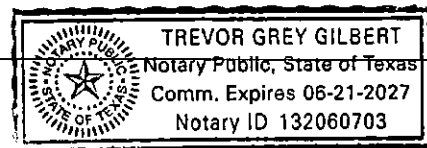
Position/Title: Vice President

Proposer's Signature: 

Date: 3-11-2025

Subscribed and sworn to me on this 11<sup>th</sup> day of March in the year 2025

  
Notary Public



My Commission expires 06-21-2027

**U. ADDENDA**

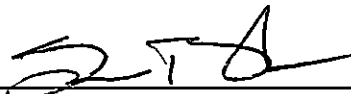
The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 No. \_\_\_\_\_ No. \_\_\_\_\_

Date 3-6-2025 Date \_\_\_\_\_ Date \_\_\_\_\_

**V. CERTIFICATION OF PROPOSAL**

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

Signed By:  Title: Vice President

Typed Name: Spencer Buchanan

Company Name: Texcon General Contractors

Mailing Address: PO Box 138, Kurten, TX, 77862  
P.O. Box or Street City State Zip

Employer Identification Number: 32-0299388

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 25-578

**By signing below, Brazos County agrees that this RFP CIP 25-578 will be awarded to the respondent whose name appears above, and both parties agree to the terms and conditions contained herein.**

By: Brazos County Commissioner's Court 

Date: APRIL 29, 2025

Attest: Brazos County Clerk 



# **AIA® Document A305™ – 1986**

## **Contractor's Qualification Statement**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** Brazos County Purchasing

**ADDRESS:** 200 S. Texas Ave  
Suite 352  
Bryan TX 77803

**SUBMITTED BY:** Texcon General Contractors

**NAME:**

**ADDRESS:** PO Box 138  
Kurten TX 77862

**PRINCIPAL OFFICE:**

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

**NAME OF PROJECT (if applicable):** Brazos County Hidden Springs & Stony Brook  
Culvert Replacement  
RFP NO. CIP 25-578

**TYPE OF WORK** (file separate form for each Classification of Work):

- ☒ General Construction  
☐ HVAC  
☐ Electrical  
☐ Plumbing  
☐ Other (please specify)

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 44 Years

§ 1.2 How many years has your organization been in business under its present business name? 1 Years

§ 1.2.1 Under what other or former names has your organization operated?

Civil Constructors Inc dba Texcon General Contractors

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1-2-10

§ 1.3.2 State of incorporation: Texas

§ 1.3.3 President's name: Carey D. Smith

§ 1.3.4 Vice-president's name(s) O. E. Smith  
Spencer Buchanan

§ 1.3.5 Secretary's name: Christine Martin

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

N/A

§ 1.4.2 Type of partnership (if applicable):

N/A

§ 1.4.3 Name(s) of general partner(s)

N/A

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

N/A

§ 1.5.2 Name of owner:

N/A

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

see attached

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

**§ 3.2.3** Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**§ 3.3** Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

**§ 3.4** On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

**§ 3.4.1** State total worth of work in progress and under contract:

**§ 3.5** On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

**§ 3.5.1** State average annual amount of construction work performed during the past five years:

**§ 3.6** On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached



**§ 4. REFERENCES**

**§ 4.1 Trade References:**

See Attached

**§ 4.2 Bank References:**

See Attached

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:**

FCCI Insurance Compnay

**§ 4.3.2 Name and address of agent:**

Jim Siddons

3834 Spicewood Springs, Austin TX 78759

**§ 5. FINANCING**

**§ 5.1 Financial Statement.**

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Bond Information

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

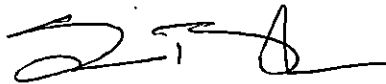
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User Notes: (2533789901)

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE



§ 6.1 Dated at this 11th day of March 2025

Name of Organization: Texcon

By: Spencer Buchanan

Title: Vice President

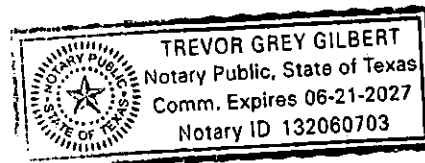
§ 6.2

Spencer Buchanan being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 11th day of March 2025

Notary Public: Trevor Grey Gilbert

My Commission Expires: 06-21-2027





**CIVIL CONSTRUCTORS, INC.  
DBA TEXCON GENERAL CONTRACTORS**

**Mailing Address  
PO Box 138  
Kurten TX 77862**

**Physical Address  
1061 Innovation Dr  
Bryan TX 77862**

**Phone  
979-690-7711  
Fax  
979-690-9797**

**Federal Tax ID Number  
32-0299388**

**CIVIL CONSTRUCTORS, INC.  
DBA TEXCON GENERAL CONTRACTORS**

Texcon General Contractors is a multifaceted construction company with years of experience in the infrastructure, industrial, pipeline, highway and materials industries. Texcon was established in 1981 and was incorporated in the State of Texas in 1986. Texcon's history displays excellence in the workmanship and integrity in the management of its construction activities. Texcon uses this experience for the betterment of its community and state.

Texcon General Contractors is proficient in site work, underground utilities, concrete work, earthwork, excavation, demolition, stabilization, compaction, site drainage and paving. Texcon has executed contracts for state and local governments, private industries and mining projects. Additionally, Texcon supplies material such as topsoil, select fill, bank sand, gravel, aggregates, manufactured cement sand, manufactured cement base and limestone base to many local companies and individuals.

From 1998 to 2006, Texcon provided civil engineering services to its clients, primarily for design-build projects. In April 2006, the engineering division became a separate entity, Civil Development, Ltd. In 2010, Civil Development was sold. Texcon continues to work closely with other local engineering firms to provide design build services for their clients. All design work is prepared under the direction of licensed professional engineers.

Texcon has its own fleet of construction equipment that it utilizes on its projects. Their fleet consists of over 80 pieces of equipment, including dozers, motor graders, scrapers, backhoes, loaders, compactors and water trucks, which are all used in site work and utility construction. Other major equipment includes a concrete curb machine, shuttle buggy & hot mix asphalt laydown machine, oil tanker truck, 2 haul trucks, pug mill, a materials yard, and sand and select materials pits.

Texcon transports construction materials such as sand, base material and hot mix asphalt for their projects using their fleet of 17 dump trucks and tractor-trailer units.

Texcon takes pride in its work and performs projects using high standards, that is proven by our project history and repeat customers.

**HOME OFFICE:**

Texcon General Contractors  
PO Box 138  
Kurten, Texas 77862

Phone (979) 690-7711  
Fax (979) 690-9797



# TEXCON GENERAL CONTRACTORS

## KEY EMPLOYEE LIST

### **Benjamin Wall, PE, Senior Estimator**

Ben graduated from Texas A&M University Dwight Look College of Engineering in 2010 with a Bachelor of Science degree and is a Texas Certified Engineer in Training. He is responsible for a project's quantity takeoffs, cost estimation and management. This includes material pricing, subcontractor pricing and coordination, invoicing and project scheduling. He is also responsible for building and updating the GPS grading models employed by the earthwork crews and general GPS maintenance and implementation.

### **Carey D. Smith, President**

Carey graduated from Texas A&M University in 1983 with a Bachelor degree in Business-Management. He founded Texcon as a general contracting firm in 1981. He is experienced in the construction of residential, commercial, and industrial projects, as well as public utilities, agricultural, and oil field construction. Carey was the A.G.C. Bryan Area 6 M/U Vice Chairman from 1998 to 2001, and was the A.G.C. Bryan Area 6 Chairman between 2002 to 2004 and 2015 to present. He is also a certified safety instructor. Carey is the Vice President of Texcon Pipeline Construction Co., Inc.

### **Christine Martin, Controller**

Christine graduated from Texas A&M University in December 2001, with a Bachelors degree in Business Administration in Accounting. She is responsible for financial statements, general ledgers, audit reports for various entities, developing internal controls, and accounting procedures for various industries. She also is responsible for all phases of accounting, including federal and state reports and tax returns.

### **John F. Wiley, Safety Director**

John was appointed to the U.S. Naval Academy and also attended the University of Maryland and The Victoria College. A U. S. Marine Corps veteran, he holds a B.S. in Systems Engineering, was added to the National Registry of Paramedics, and holds Instructor certifications in Advanced Cardiac, Pediatric and Trauma Life Support. John has over 25 years in safety sensitive positions in both the public and private sectors, focusing on Environment, Health, and Safety (EHS), medical sciences, transportation safety and maintenance. He has in-depth knowledge to implement safety regulations at the local, state & federal level.

### **Dan Dyess, Field Operations Manager**

Dan has over 25 years of experience in "all-phase" construction operations management, construction site direction and supervision, and equipment operator training and development. He has Master's level knowledge and experience in road and highway, site development, drainage, concrete, and utility construction as well as general construction survey and layout. He is responsible for all phases of operations and construction.

### **Shawn Malone, Project Manager**

Shawn has over 10 years of construction experience in plumbing, layout and safety and is a licensed Master Plumber registered with the State of Texas. He is currently overseeing scope, scheduling and budgets on all new projects.

### **Spencer Buchanan, Vice President**

Spencer graduated from Texas A&M University in 2009 with a Bachelors degree in Business Administration in Finance. He brings to the table experience as a heavy highway project manager in Maryland on SHA/FAA administered contracts, as an international project manager with a defense contractor for the State Department, and as a residential acquisition and development manager in Houston. While in Maryland he earned an MBA in Management from Loyola University and Project Management Professional (PMP) credentials.

### **Terri Cook, Equipment Manager**

Having risen through the ranks at John Deere University, Terri earned her Master Service Manager Degree and has 30+ years of experience in all phases of maintenance and maintenance operations management. Terri manages Texcon's Service Shop and it's staff which provides maintenance and repair service at all levels for 40+ on-road vocational vehicles as well as over 70 pieces of heavy construction equipment, both at the depot and in the field.

# TEXCON GENERAL CONTRACTORS

## **Trevor Gilbert, Estimator/Project Manager**

Trevor graduated from Stephen F. Austin State University with dual Bachelor's of Science Degrees in Physics and Engineering Physics. A U.S. Marine Corps veteran with tours in Iraq and Afghanistan, Trevor assists the Chief Engineer with project estimations, responsible for a project's quantity takeoffs, and cost estimation. He also serves as an Assistant Project Manager interfacing with clients and potential customers, developing responses to RFP's, attending bid meetings, and assisting in developing and delivering project bids.

# TEXCON GENERAL CONTRACTORS

## Subcontractors, Suppliers, Banking

### Subcontractors

**JGP Concrete**  
1209 Beck Street  
Bryan, TX 77803  
Juan Perez: 979-739-3573

**Centex Hydroseed**  
PO Box 241  
Bedias, TX 77831  
Randall Richards:  
Office Line: 936-395-0374

**Reliable Pipe Cleaning**  
7800 Peggy Ln  
Pearland, TX 77584  
Robert Jenko:  
Office Line: 281-781-5507

**S-Co Services**  
2329 CR 348  
Jewett, TX 75846  
Randy Sigford: 979-219-4162  
Office Line: 903-626-5454

**Precision Pavement Maintenance**  
2 West Bronze Lane  
Bryan, TX 77807  
Shane Mears:  
Office Line: 979-822-1300

### Suppliers

**Texcrete Ready-Mix Concrete**  
PO Box 3906  
Bryan, TX 77805  
Pat Bond: 979-402-3318  
Office Line: 979-985-3636

**Lhoist North America of Texas**  
5274 Paysphere Cir  
Chicago, IL 60674  
Becky Hagens: 830-221-1613  
Office Line: 800-365-6724

**CMC Construction Services**  
PO Box 844573  
Dallas, TX 75284-4573  
Kim Pavlich:  
Office Line: 713-799-1150

**BPI Materials**  
PO Box 714  
Bryan, TX 77807  
Martin Jackson: 979-822-7605  
Office Line: 979-823-7605

**Core & Main, LP**  
PO Box 28330  
St. Louis, MO 63146  
Harold Campbell: 979-690-8448  
Office Line: 979-690-8448

### Banking

**American Momentum Bank**  
One Momentum Blvd  
College Station TX 77845  
Frank Varisco-President  
979-599-9348

# TEXCON GENERAL CONTRACTORS

## Authorized Agent to negotiate/expedite a bid quotation/contract:

Carey Smith, President  
Spencer Buchanan, Vice President  
PO Box 138 Kurten, TX 77862  
Phone: 979.690.7711  
Facsimile: 979.690.9797  
Email: [spencerb@texcon.net](mailto:spencerb@texcon.net)

## Bonding Information:

Capacity: \$10,000,000.00 per project; \$30,000,000.00 aggregate

FCCI Insurance Group  
Jake Morphew  
2435 North Central Expressway, Suite 1000  
Richardson, TX 75080  
Office: 800.226.3224  
Cell: 254.749.0597

Agent: Watkins Insurance Group  
Jim Siddons  
3834 Spicewood Springs  
Austin, TX 78759  
Office: 512.637.4123  
Cell: 512.413.0914

## Historically Underutilized Business (HUB) or Disadvantaged Business Enterprise (DBE) Information:

Not Applicable to Texcon



## **Texcon General Contractors**

### **PM/ Superintendent Competence and Qualifications**

Texcon is proudly staffed with competent Project Managers and Superintendents. Leadership from more experienced individuals is passed on to the junior supervisors through internal pre-con meetings, on-site progress meetings, all the way through final punch list acceptance, which has been the most effective approach to maintaining a trained staff. From clearing to earthwork to utilities and paving, we are a complete turn-key solution for clients wanting one contractor that is staffed to perform their projects efficiently and effectively.

Our Project Managers and Superintendents all have multiple years' experience on public infrastructure projects, more specifically in the B/CS area. We pride ourselves on our team which has repeatedly proven we can construct projects on-time and budget while maintaining integrity of the project through completion. Such staff has ensured all projects have been completed per B/CS spec and all projects have been completed/accepted without issue. Attached are resumes of our staff along with a project list showing in detail the experience of each individual.

This section lists the educational background, licenses/certifications, expertise, and project history for each of our Project Managers and Superintendents that are directly responsible for the management and delivery of the proposed work. The specific projects and who was responsible for each portion of the project is summarized at the end of this section.

*Project Manager / Superintendent  
Competence and Qualifications*

## Proposed Superintendent and Project Manager

Superintendent (field) & Project Manager (office) proposed for the project, years of experience in their position, and list of projects, which they managed.

### Projects that were managed by Superintendent:

Superintendent's Name:	Dan Dyess	Number of Years Experience:	20+
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#### Projects

Project Name:	Aggieland Business Park Ph 3B-3D	City/State:	College Station TX
Project Name:	Indian Lakes PH 34	City/State:	College Station TX
Project Name:	Leonard Crossing Subdivision Ph I	City/State:	Bryan TX
Project Name:	Winding Creek Ph 1 and 2	City/State:	College Station TX
Project Name:	Boulder Creek Subdivision	City/State:	Bryan TX
Project Name:	Creek Meadows Sec 7 Ph 4	City/State:	College Station TX

### Projects that were managed by Project Manager:

Project Manger's Name:	Spencer J. Buchanan	Number of Years Experience:	15+
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#### Projects

Project Name:	Leonard Crossing Ph 1 and 2	City/State:	Bryan TX
Project Name:	Rellis Academic Complex Ph 1	City/State:	Bryan TX
Project Name:	Winding Creek Ph 1 and 2	City/State:	Bryan TX
Project Name:	Boulder Creek Subdivision	City/State:	Bryan TX
Project Name:	Madisonville Airport MADVL 1817	City/State:	Madisonville TX
Project Name:	BTU Mobile Subst. Drive Improv.	City/State:	Bryan/College Station TX

See attached packet for additional projects completed by Texcon which includes projects completed by above listed personnel.

Additonal information via resumes for listed superintendent and project manager attached hereto

## **Texcon General Contractors**

**Spencer Buchanan**

*Vice President*

### **Educational Background:**

- Bryan High School '05
- Texas A&M University, BBA in Finance '09
- Loyola University Maryland, MBA in Management '12

### **Licenses or Certifications:**

- Project Management Professional (PMP) Certification
- Previous Traffic Control Certified
- Previous OSHA Competent Person Certified

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 15+ years' experience in heavy civil project management including SHA/FAA, State Department and local municipality issued contracts
- 10+ years' experience in B/CS public infrastructure project management

**Dan Dyess**

*Field Operations Manager*

### **Educational Background:**

- Bryan High School '87

### **Licenses or Certifications:**

- OSHA Competent Person
- OSHA 10 Hour Certified
- OSHA 30 Hour Certified
- Red Cross CPR Certified

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 20+ years' experience with B/CS Spec utility installation
- 10+ years' experience as Utility Superintendent overseeing B/CS City Spec installation

*Project Manager / Superintendent  
Competence and Qualifications*

## **Texcon General Contractors**

**Ben Wall, PE**

Engineer/Project Manager

### **Educational Background:**

- Iola High School '04
- Texas A&M University, Civil Engineering 10'

### **Licenses or Certifications:**

- Texas Licensed Professional Engineer
- Responsible Managing Employee for underground fire line installation

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 10+ years' experience in B/CS public infrastructure project management

**Trevor Gilbert**

*Estimator/Assistant Project Manager*

### **Educational Background:**

- Hudson High School '06
- Stephen F. Austin State University, BS in Physics '15
- Stephen F. Austin State University, BS in Engineering Physics '16

### **Licenses or Certifications:**

- Notary Public, State of Texas

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 5+ years' experience in project estimation for public infrastructure projects
- 5+ years' experience in project management for public infrastructure projects

*Project Manager / Superintendent  
Competence and Qualifications*



## **Texcon General Contractors**

**Archie Hirsch**

*Earthwork Superintendent*

### **Educational Background:**

- Willis High School '90

### **Licenses or Certifications:**

- OSHA 30 Hour Certified
- Previous OSHA Competent Person
- Previous Red Cross CPR

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 20+ years' experience in earthwork starting as an operator
- 20+ years' experience as an earthwork superintendent

**Shawn Malone**

*Project Manager*

### **Educational Background:**

- Blinn College
  - o Core Studies/Business
- Houston Community College
  - o Plumbing Trade School, Local 68
- UT Arlington
  - o OSHA 501 and 500 Certification

### **Licenses or Certifications:**

- OSHA 30 Hour Certified
- OSHA 500 Hour Certified
- Journeyman Plumber License
- Master Plumber License
- Responsible Master Plumber License
- Medical Gas Certified

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 10+ years' experience in the construction industry
- 3+ years of experience as a Site Safety Representative
- 4+ years of experience in Trimble Field Layout

*Project Manager / Superintendent  
Competence and Qualifications*

## **Texcon General Contractors**

**James Greenwich**

*Utility Superintendent*

### **Educational Background:**

- Bryan High School, Bryan TX

### **Licenses or Certifications:**

- OSHA 30 Hour Certified
- Previously OSHA Competent Person Certified

### **Documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction:**

- 25 years' experience in civil construction

*Project Manager / Superintendent  
Competence and Qualifications*

## Texcon General Contractors

A brief recent project summary is listed below.

	Texcon/ Civil Constructors Inc.									
	Manager and Supervisor Project Work History									
JOB #	JOB NAME/DESCRIPTION	Infrastructure Municipality	Year Completed	Owner's Rep & Title	Phone Number	PROJECT MANAGER	Field Operations Manager	Utility Superintendent	Earthwork Superintendent	Concrete Superintendent
G1041	Greens Prairie Reserve Ph 103/106	City of College Station	2022	Chris Rhodes, VP Construction	979.268.2000	Shawn Malone	Randy Sigford	Dan Dyess	Ruben Escalante	Jimmy Sigford
G1042	Greens Prairie Reserve Ph 104	City of College Station	2022	Chris Rhodes, VP Construction	979.268.2000	Shawn Malone	Randy Sigford	Dan Dyess	Ruben Escalante	Jimmy Sigford
G1043	Green Branch Ph 7B	Brazos County	2022	James Beard, Owner	979.774.1535	Trevor Gilbert	Randy Sigford	Dan Dyess	Harold Rodgers	n/a
G1045	Cooks Crossing Ph 1	Brazos County	2022	Bill Lero, Owner	979.777.1677	Shawn Malone	Randy Sigford	Dan Dyess	Harold Rodgers	n/a
G1048	Winding Creek Phase 5	Brazos County	2022	ML Schien, Owner	281.642.4924	Trevor Gilbert	Randy Sigford	Dan Dyess	Archie Hirsch	n/a
G1049	Oakmont Ph 3	City of Bryan	2022	Kyle Maas, Owner's Rep	254.482.0916	Spencer Buchanan	Randy Sigford	Dan Dyess	Harold Rodgers	Jimmy Sigford
G1050	Hidden Creek RV Park Ph 3	City of Bryan	2022	Allan Boegner, Owner	979.574.3026	Shawn Malone	Randy Sigford	Dan Dyess	Ruben Escalante	Jimmy Sigford
G1060	Garrison Creek PH 3	Brazos County	2022	Carey Smith, Owner	979.690.7711	Shawn Malone	Randy Sigford	Dan Dyess	Archie Hirsch	n/a
G1064	Indian Lakes pH 40	Brazos County	2022	Travis Martinek, Manager	979.846.4384	Ben Wall	Randy Sigford	Dan Dyess	Ruben Escalante	n/a
G1066	Coulter Business Park	Brazos County	2023	Carey Smith, Owner	979.209.9909	Trevor Gilbert	Randy Sigford	Dan Dyess	Archie Hirsch	n/a
G1067	Indian Lakes PH 29	Brazos County	2023	Travis Martinek, Manager	979.846.4387	Ben Wall	Randy Sigford	Dan Dyess	Ruben Escalante	n/a
G1076	Miramont Sec 19	City of Bryan	2023	Andrew Ball, Director of Real Estate	979.229.3887	Shawn Malone	Randy Sigford	Dan Dyess	Harold Rodgers	n/a
G1076B	Miramont Sec 18	City of Bryan	2023	Andrew Ball, Director of Real Estate	979.229.3887	Shawn Malone	Randy Sigford	Dan Dyess	Harold Rodgers	n/a
G1087	GPR 401A	City of College Station	2023	Chris Rhodes, VP Construction	979.268.2000	Shawn Malone	Randy Sigford	Dan Dyess	Ruben Escalante	n/a
G1088	GPR 105	City of College Station	2023	Chris Rhodes, VP Construction	979.268.2000	Shawn Malone	Randy Sigford	Dan Dyess	Ruben Escalante	n/a

*Project Manager / Superintendent  
Competence and Qualifications*

# Texcon General Contractors

## Personnel Qualifications

Texcon is proudly staffed with competent field personnel. Leadership from more experienced individuals is passed on in the field to junior individuals through hands-on training and mentoring, which has been the most effective approach for Texcon in maintaining a trained workforce. Our workforce is split up by crews which include earthwork, utilities, concrete, survey, materials, maintenance and also miscellaneous crew. Superintendents have multiple crews that work under them, of which include foreman and depending on the crew, specialists and laborers.

With this structure Texcon is able to service all aspects of projects with multiple crews. By having superintendent lead, foreman managed crews, Texcon is able to manage effectiveness and efficiency on its projects. This structure also promotes opportunities for advancement amongst its personnel. Attached is a copy of our crew lists. A job list was provided in *Section B*, this list exhibits recent projects which superintendents and their crews have completed.

In addition to the certifications listed in the following pages, our crews have regular tailgate meetings to discuss safety items and job specific hazards. The items discussed can include equipment safety, trench safety, work zone traffic control, scope of work for the day, etc.

The following pages outline our crews, their superintendents, as well as any training/certifications that has been completed. Resumes of our superintendents and project managers was included in *Section B*.

Personnel Proposed for Project Denoted by



*Training and Technical  
Adequacy of On-Site Personnel*



## Texcon General Contractors

### Crew Assignments:

First Name	Last Name	Jr.	Title	Years w/ Texcon	Safety Certs
Dan	Dyess		General Superintendent	20	SEO, CCP, T&E, UTC, SWP3
Jacob	Castaneda		Fuel Truck Driver	8	
Chris	Coleman		Haul Truck Driver	9	
Jerry	Currie		Haul Truck Driver	1	
Amber	Lowrance		Survey Lead	3	CCP, T&E, UTC, 1st Aid
Archie	Hirsch		Earthwork Superintendent	7	SEO, CCP, T&E, UTC, SWP3
Manual	Anzualda		Laborer	5	
Mike	Gannon		Operator	4	FEO, CCP, T&E, UTC, SWP3
Regino	Gomez		Operator	5	
Killian	Koudelka		Foreman	1	
Edward	Paugh		Operator	1	
Jose	Vasquez		Operator	26	
James	Grenwelge		Utility Superintendent	8	FEO, CCP, T&E, UTC, SWP3
Alejandro	Barajas		Concrete Foreman	9	
Rogelio	Benitez-Gomez		Operator/Pipelayer	1	
Eleazar	Cruz-Zamurano		Utility Foreman	21	FEO, CCP, T&E, UTC, SWP3
Clayton	Dyess		Laborer	9	
Jose	Moreno Gonzales		Operator	3	
Mike	Hahn		Operator	5	FEO, CCP, T&E, UTC, SWP3
Reynaldo	Martinez		Pipe Layer	12	
Antonio	Ponce		Pipelayer	13	
Billy	Smith		Operator	9	FEO, CCP, T&E, UTC, SWP3
Elijah	Towery		Operator	1	
Porfirio	Vazquez		Pipelayer	10	
Dan	Dyess	Jr.	Aspht/Concr Superintendent	20	SEO, CCP, T&E, UTC, SWP3
Hector	Alvarez		Foreman, Asphalt Operator	21	FEO, CCP, T&E, UTC, SWP3
Alejandro	Gutierrez		Operator	1	
Tiburcio	Hernandez		Laborer	3	
Juvenal	Landeros Lopez		Operator	4	FEO, CCP, T&E, UTC, SWP3
David	Resendez		Concrete Finisher	10	
Ty	Ridings		Laborer	4	

Texcon reserves the right to substitute personnel and/or equipment if/when needed to maximize efficiency of this project in conjunction with all other concurrent projects.

*Training and Technical  
Adequacy of On-Site Personal*

## **Texcon General Contractors**

### **Previous Public Infrastructure Experience**

Texcon has been performing public infrastructure projects for over 30 years. As such, they have acquired all of the needed personnel, supervision, equipment, subcontractors, suppliers and bonding to perform this work in an efficient and expeditious manner. Texcon prides itself on repeat customers and excellence as seen through our previous public infrastructure examples.

Attached is a recent project list, outlining the general scope and a brief summary of each project. Each project consists of multiple construction elements and as requested only a handful of projects have been provided with a detailed description in the following pages. These projects demonstrate our project quality and experience with infrastructure projects in the Bryan area.

# Texcon General Contractors

## Recent Projects with Public Infrastructure:

Project	Project Name	Description	Project Manager	Superintendents	Contract Amount	Cost Overruns	Start Date	Completion Date	Project Subcontractors	Size of Project	Organization Type	Customer	Contact Name	Phone Number
G1028	Oakmont Phase 2B	Earthwork, Utilities, Paving	Spencer J Buchanan	Randy Sigford Dan Dyess Harold Rodgers Jimmy Sigford	\$ 2,997,711.00	\$ 95,742.00	9/2020	9/2021	Centex Hydrosseed, Reliable Pipe Cleaning	See Contract Amount	Public	Adam Development Properties One Momentum Blvd, Ste 1000 College Station, TX 77845	Kyle Maas	(254) 482-0915
G1029	Creek Meadows Phase 3 & 4	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 2,258,000.00	\$ 89,000.00	9/2020	9/2021	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Oldham Goodwin Group 2800 S Texas Ave, Ste 401 Bryan, TX 77802	Chris Rhodes	979.268.2000
G1032	Indian Lakes Phase 39	Earthwork, Utilities, Paving	Ben Wall	Randy Sigford Dan Dyess Ruben Escalante	\$ 484,100.00	\$ 189,050.00	9/2020	8/2021	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Smiling Mallard Development Ltd 3608 E. 29th Street Bryan, TX 77802	Travis Martinek	979.846.4384
G1040	Greens Prairie Reserve Phase 301	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 1,064,300.00	\$ 5,070.00	3/2021	11/2022	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Oldham Goodwin Group 2800 S Texas Ave, Ste 401 Bryan, TX 77802	Chris Rhodes	979.268.2000
G1041	Greens Prairie Reserve Phase 103/106	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 1,175,500.00	\$ 39,650.00	3/2021	3/2022	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Oldham Goodwin Group 2800 S Texas Ave, Ste 401 Bryan, TX 77802	Chris Rhodes	979.268.2000
G1059	City of Buffalo TXCDBG-DRP Phase 2	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 421,560.95	\$ 49,439.05	7/2022	8/2023	Beyer Electric, AGS Construction	See Contract Amount	Public	City of Buffalo 812 N Buffalo Ave Buffalo, TX 75831	Jarrod Jones	803.322.4741
G1063	Brazos Co JP/Constable Sitework	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 605,021.55	\$ -	3/2022	7/2022	Centex Hydrosseed, CL Concrete	See Contract Amount	Public	Brazos County 32617 W SH 21 Bryan, TX 77803	Fred Paine	979.822.2127
G1066	Coulter Business Park Ph 1	Earthwork, Utilities, Paving	Trevor Gilbert	Randy Sigford Dan Dyess Archie Hirsch Jimmy Sigford	\$ 734,541.77	\$ 66,708.06	11/2022	8/2023	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	SE Investments PO Box 138 Kurten, TX 77862	Carey Smith	979.690.7711
G1071	Wellborn Settlement ph 2 and 3	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 3,697,026.85	\$ 6,608.50	7/2022	1/2023	Centex Hydrosseed, Precision Pavement, CL Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	TDG Management, L.P. 4060 Highway 6 South College Station, TX 77845	Alton Ofczarsak	979.412.2320
G1076	Miramont Sec 19	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Archie Hirsch Jimmy Sigford	\$ 1,051,945.90	\$ 216,869.11	9/2022	4/2023	Centex Hydrosseed, Precision Pavement, JSP Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Adam Development Properties One Momentum Blvd, Ste 1000 College Station, TX 77845	Andrew Ball	979.704.3034
G1076B	Miramont Sec 18	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Archie Hirsch Jimmy Sigford	\$ 533,858.66	\$ 80,283.00	3/2021	8/2023	Centex Hydrosseed, Precision Pavement, 4-Tex Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Adam Development Properties One Momentum Blvd, Ste 1000 College Station, TX 77845	Andrew Ball	979.704.3034
G1087	Greens Prairie Reserve Ph 401A	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 690,000.79	\$ 41,651.05	11/2022	5/2023	Centex Hydrosseed, Precision Pavement, CL Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Oldham Goodwin Group 2800 S Texas Ave, Ste 401 Bryan, TX 77802	Chris Rhodes	979.268.2000
G1088	Greens Prairie Reserve Ph 105	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 1,073,527.31	\$ 10,675.00	11/2022	5/2023	Centex Hydrosseed, Precision Pavement, CL Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Oldham Goodwin Group 2800 S Texas Ave, Ste 401 Bryan, TX 77802	Chris Rhodes	979.268.2000
G1089	KRat	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Archie Hirsch	\$ 333,900.80	\$ 4,045.80	11/2022	3/2023	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Happy House Texas, LLC 434 William D. Fitch Parkway College Station, TX 77845	Matt Ratliff	979.777.6098
G1090	City of Caldwell - Water & Street Improvements	Earthwork, Utilities, Paving	Shawn Malone	Marshall Wallace Dan Dyess Harold Rodgers Jimmy Sigford	\$ 835,584.96	\$ 6,066.75	7/2023	11/2023	Centex Hydrosseed, Precision Pavement, Seabird Construction, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	City of Caldwell 107 S Hill St Caldwell, TX 77835	Camden White	208.455.3000
G1092	Oakmont Ph 4B	Earthwork, Utilities, Paving	Shawn Malone	Marshall Wallace Dan Dyess Harold Rodgers Jimmy Sigford	\$ 2,175,429.65	\$ 265,232.66	4/2023	1/2024	Centex Hydrosseed, Precision Pavement, CL Concrete, 4-TX Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Adam Development Properties One Momentum Blvd, Ste 1000 College Station, TX 77845	Andrew Ball	979.704.3034
G1094	Oakmont Ph 2C	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Harold Rodgers Jimmy Sigford	\$ 752,734.71	\$ 108,281.79	3/2023	10/2023	Centex Hydrosseed, Precision Pavement, 4-TX Concrete, Bob's Reliable Pipe Cleaning	See Contract Amount	Public	Adam Development Properties One Momentum Blvd, Ste 1000 College Station, TX 77845	Andrew Ball	979.704.3034
G1096	Coliber Collision	Earthwork & Utilities	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante	\$ 647,592.51	\$ 5,440.89	4/2023	9/2023	Centex Hydrosseed, Precision Pavement	See Contract Amount	Private	Slate Construction, LLC 6719 Theall, Suite A Houston, TX 77056	Sean Kelly	832.446.3545
G1105	Windmill Hill Subdivision	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante Jimmy Sigford	\$ 825,415.00	\$ 58,192.50	6/2023	11/2023	Centex Hydrosseed, Precision Pavement, JSP Concrete	See Contract Amount	Public	Mill Water Development, LLC 1505 S College Ave Bryan, TX 77808	Mike Patranello	979.412.4283
G1106	Cooks Crossing Ph 4	Earthwork, Utilities, Paving	Shawn Malone	Randy Sigford Dan Dyess Ruben Escalante	\$ 480,000.00	\$ 6,558.00	6/2023	11/2023	Centex Hydrosseed, Precision Pavement	See Contract Amount	Public	Cook Crossing, LLC P.O. Box 3462 Bryan, TX 77805	Bill Lero	979.777.1577

Previous Public Infrastructure Experience

Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Indian Lakes - Phase 40		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	Travis Martinek, Manager
Year Completed:	2022	Contact Phone:	979.846.4384
Project Manager:	Ben Wall	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$275,000	Cost Overruns:	~\$73,000
Project Description:			

This included the construction of an additional phase within the Indian Lakes Subdivision in Brazos County, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway. Site remediation was necessary to strengthen underlying subgrade soils in portions of the project. Weak and soft soils were noted in a portion of the proposed roadway. The County, third party testing lab, and Texcon worked to develop and implement an economical plan to remediate the existing on-site soils and create a stable subgrade for the roadway.

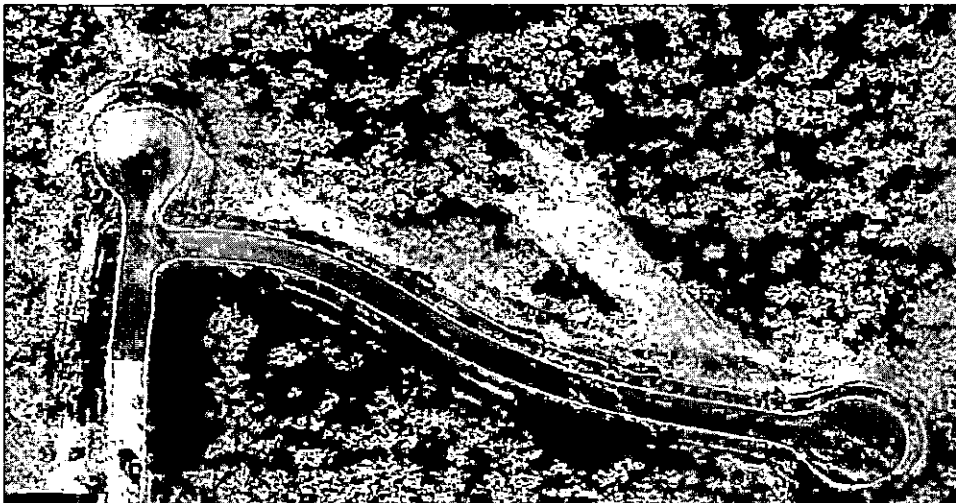
The roadway is approximately 900 linear feet in length, with two cul-de-sacs. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built to the Brazos County Specifications.

Utilities included construction of approximately 900 linear feet of waterlines, with several road crossings. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Electrical utilities for Bryan Texas Utilities (BTU) included installing approximately 1,130 feet of 200 amp primary with services. Conduit for Suddenlink Communications was also installed as part of this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage





Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Wellborn Settlement Phase 2 and 3		
Infrastructure Municipality:	College Station	Owner's Rep / Title:	Alton Ofczarzak
Year Completed:	2023	Contact Phone:	979.412.2320
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$3,697,000	Cost Overruns:	~\$15,680
Project Description:			

This project included the construction of two phases the new subdivision Wellborn Settlement in College Station, Texas.

Texcon's scope of work included earthwork, concrete paving, drainage structures, and associated utilities.

Earthwork included clearing/grubbing the site, regrading the site, and excavation of a detention pond. The pipeline that bisects the project, provided an additional level of oversight by the pipeline owner and care on our end. We were provided with information by the pipeline that required us to meet specific standards to cross and work in proximity to their pipeline. Through site meetings with the pipeline company, developer, engineer, and city staff, we were able to develop and implement a plan to satisfy all parties during the construction of the site. This resulted in us adjusting our construction sequence to minimize the amount of construction traffic and activity over the pipeline.

The concrete roadway is approximately 5,000 linear feet in length, with four cul-de-sacs. The paving included chemical stabilization of the native soils and concrete paving course. The roadway was built in accordance with the B/CS United Design Specifications.

Utilities included construction of waterlines, storm sewer, and sanitary sewer. The utilities were constructed in accordance with the B/CS United Design Specifications.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Brazos County Justice of the Peace/Constable Sitework		
Job Name:	Brazos County Justice of the Peace/Constable Sitework		
Infrastructure Municipality:	College Station	Owner's Rep / Title:	Fred Paine
Year Completed:	2022	Contact Phone:	979.822.2127
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~605,020	Cost Overruns:	---
Project Description:			

This project included the sitework for the Brazos County Justice of the Peace/Constable Building in College Station, Texas. Texcon's scope of work included earthwork, concrete paving, drainage structures, and associated utilities.

Earthwork included clearing/grubbing the site, regrading the site, and haul off of spoils. Site remediation was necessary to strengthen underlying subgrade soils in portions of the project in a portion of the paving area. The County, engineer, third party testing lab, and Texcon were able to meet on site to develop and implement an economical plan to remediate the existing on-site soils and create a stable subgrade for the paving planned in that area.

The paving included chemical stabilization of the native soils and concrete paving. The site paving was built in accordance with the B/CS United Design Specifications.

Utilities included construction of waterlines, storm sewer, sanitary sewer, communication lines. The utilities were constructed in accordance with the B/CS United Design Specifications and requirements provided by the utility providers. Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Garrison Creek - Phase 3		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	Fred Paine
Year Completed:	2022	Contact Phone:	979.822.2127
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Archie Hirsch
Project Value:	~\$555,050	Cost Overruns:	~37,700
Project Description:			

This included the construction of an additional phase within the Garrison Creek Subdivision in Brazos County, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway. Site remediation was necessary to strengthen underlying subgrade soils in portions of the project. Weak and soft soils were noted in portions of the proposed roadway. The County, third party testing lab, and Texcon worked to develop and implement an economical plan to remediate the existing on-site soils and create a stable subgrade for the roadway. This included excavating the existing soils, reducing the moisture content, and placing back in compacted lifts in these areas. A pipeline transverses the project, this provided an additional level of oversight by the pipeline owner and care on our end. We were provided with information by the pipeline that required us to meet specific standards to cross and work in proximity to their pipeline. Through site meetings with the pipeline company, developer, and engineer, we were able to develop and implement a plan to satisfy all parties during the construction of the site. This resulted in us adjusting our construction sequence to minimize the amount of construction traffic and activity around the pipeline. The roadway is approximately 2,350 linear feet in length, with a cul-de-sac. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was in accordance with the Brazos County Design Specifications. Utilities included the construction of waterlines and the installation of several culvert crossings within the roadway. The utilities were constructed in accordance with the Brazos County Design Guidelines. Storm water pollution prevention was also the responsibility of Texcon on this project. Electrical utilities for Bryan Texas Utilities (BTU) included installing approximately 1,130 feet of 200 amp primary with services. Conduit for Suddenlink Communications was also installed as part of this project.

Texcon subcontracted Precision Pavement for striping and signage



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Hidden Creek RV Park - Phase 3		
Infrastructure Municipality:	City of Bryan	Owner's Rep / Title:	Alan Boegner
Year Completed:	2022	Contact Phone:	979.574.3026
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$832,400	Cost Overruns:	~\$600
Project Description:			

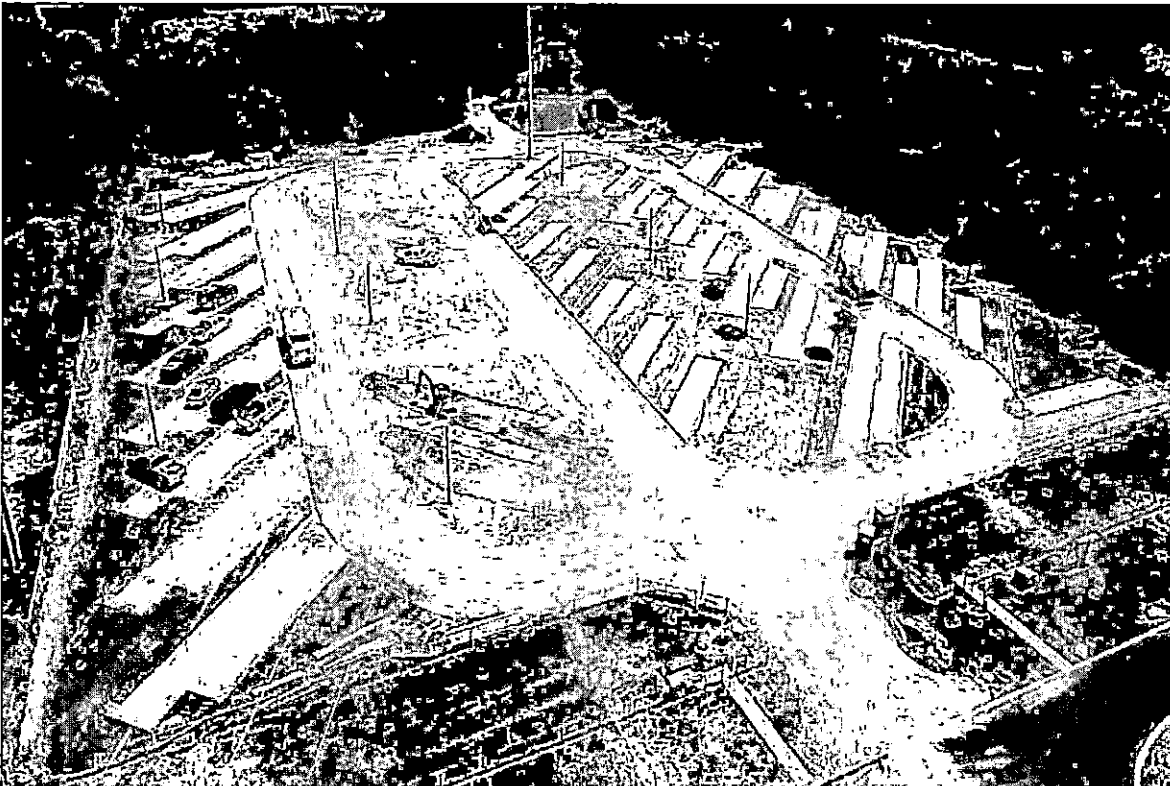
This included the construction of an additional phase within the Hidden Creek RV Park in Bryan, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), concrete curb, concrete RV pads, drainage structures, and associated utilities.

Earthwork included clearing of trees within the project limits and grading the subgrade. During the excavation of the onsite soils, debris and unsuitable fill soils were discovered during our internal proofrolling operations. We met with the client and developed a plan to remove the unsuitable material and backfill in controlled lifts to create a stable working platform. The roadway is approximately consists of two loops. The paving included chemical stabilization of the native soils, concrete curb, a crushed limestone base layer, and a HMAC surface course. Along the roadway there are angled concrete RV pad sites.

Utilities included the construction of waterlines, electrical and communication conduit.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment.





Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Oakmont - Phase 3		
Infrastructure Municipality:	City of Bryan	Owner's Rep / Title:	Kyle Maas
Year Completed:	2022	Contact Phone:	254.482.0916
Project Manager:	Spencer Buchanan	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Harold Rodgers
Project Value:	~\$959,680	Cost Overruns:	\$~259,310
Project Description:			

This included the construction of an additional phase within the Oakmont Subdivision in Bryan, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), concrete curb and gutter, drainage structures, and associated utilities.

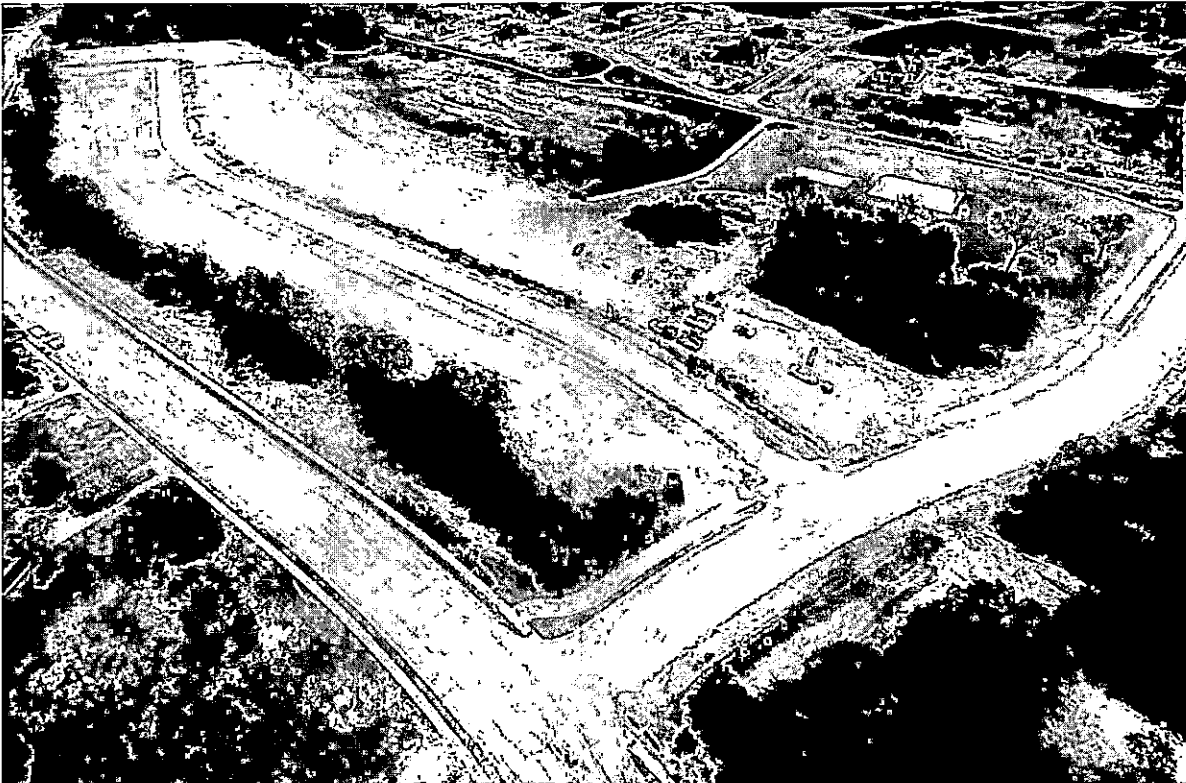
Earthwork included clearing of trees within the project limits and grading the subgrade. A creek runs through the eastern portion of the site. This created some logistical challenges that our experienced staff was able to overcome deliver a quality project.

The roadway consisted of approximately 2,100 linear feet of HMAC paving. The paving structure included chemical stabilization of the native soils, concrete curb, crushed limestone base layer, and a HMAC surface course.

Utilities included the construction of waterlines, sanitary sewer, storm sewer, and electrical/communication conduits.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Winding Creek - Phase 5		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	M.L. Shein
Year Completed:	2022	Contact Phone:	281.642.4924
Project Manager:	Trevor Gilbert	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Archie Hirsch
Project Value:	~\$683,630	Cost Overruns:	~\$31,850
Project Description:			

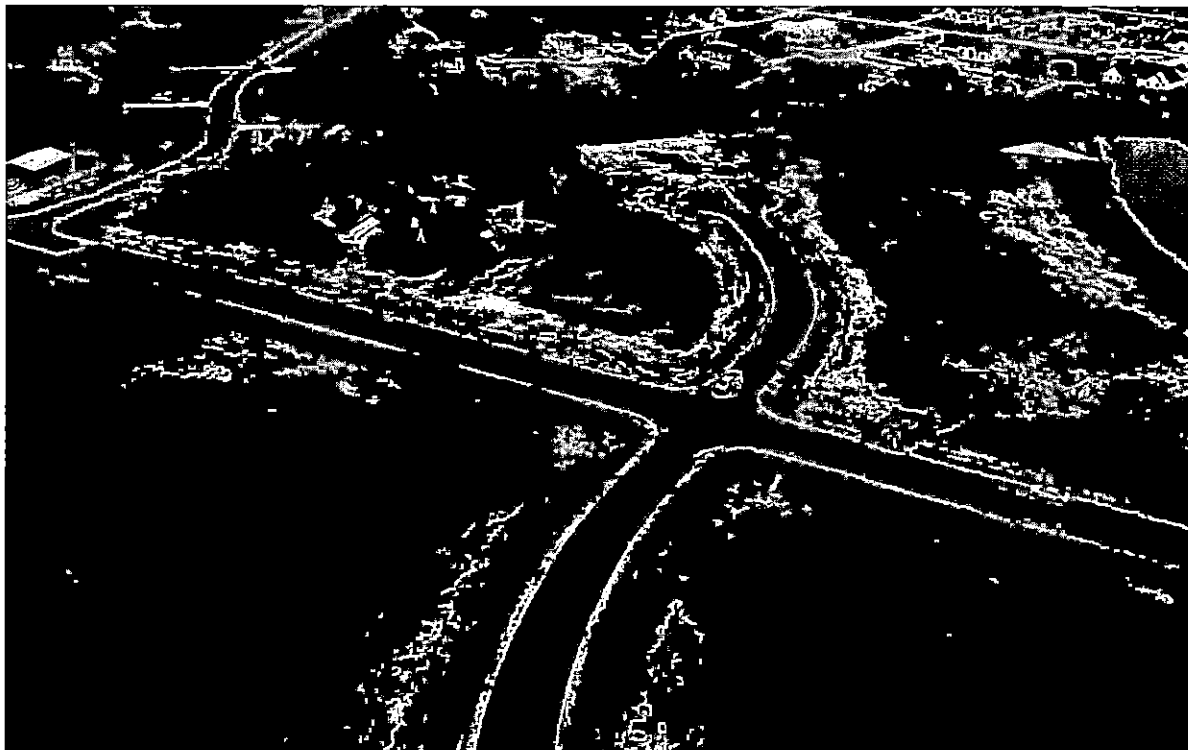
This included the construction of an additional phase within the Winding Creek Subdivision in Brazos County, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage structures, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway. Site remediation was necessary to strengthen underlying subgrade soils in portions of the project. Weak and soft soils were noted in portions of the proposed roadway. The County, third party testing lab, and Texcon worked to develop and implement an economical plan to remediate the existing on-site soils and create a stable subgrade for the roadway.

The roadway is approximately 2,700 linear feet in length, with a cul-de-sac. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built in accordance with Brazos County Specifications.

Waterlines were constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Drainage culverts were installed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Cooks Crossing - Phase 1		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	Bill Lero
Year Completed:	2022	Contact Phone:	979.777.1677
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Harold Rodgers
Project Value:	~\$630,000	Cost Overruns:	~\$47,050
Project Description:			

This included the construction of the first phase of the Cooks Crossing Subdivision in Bryan, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage structures, and associated utilities.

Earthwork included clearing of trees within the County right of way, grading the subgrade, cutting of the bar ditches along the proposed roadway, and construction of a detention pond. Site remediation was necessary to strengthen underlying silty sandy soils in portions of the project. Soft sandy soils were noted in portions of the proposed roadway. The County, third party testing lab, and Texcon worked to develop and implement a plan to remediate the existing on-site soils and create a stable subgrade for the roadway. This included an overexcavation of the existing soils and a deeper stabilization of the paving subgrade.

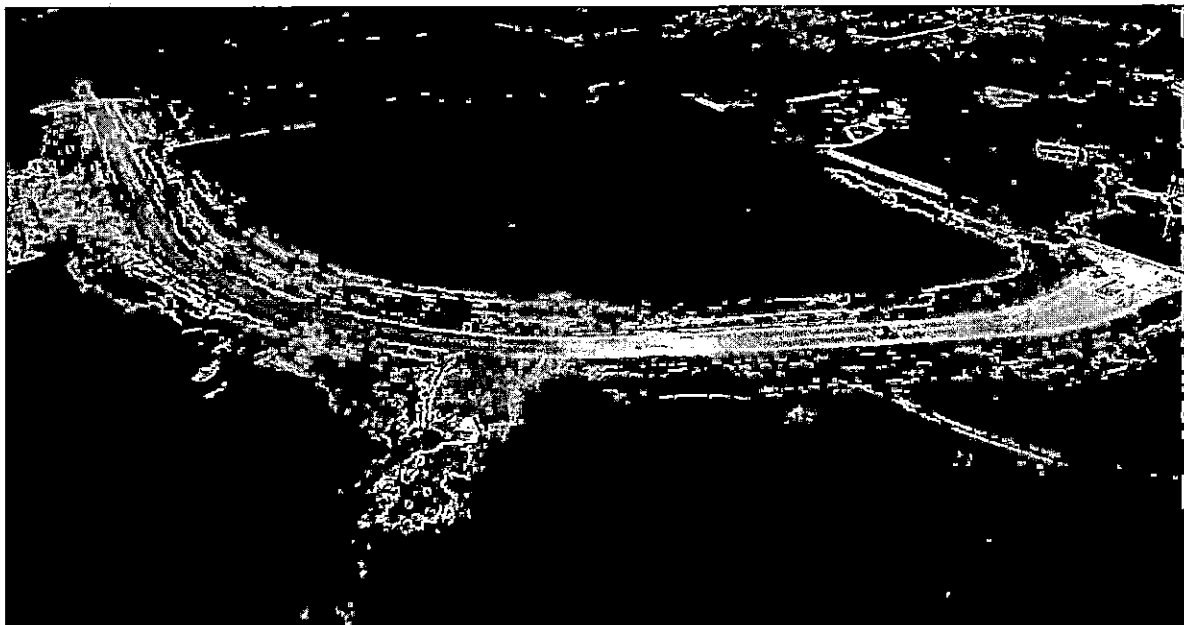
The roadway is approximately 2,000 linear feet in length, with a cul-de-sac. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built in accordance with Brazos County Specifications.

Waterlines and underground electric was constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Drainage culverts were installed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Green Branch - Phase 7B		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	James Beard
Year Completed:	2022	Contact Phone:	979.774.1535
Project Manager:	Trevor Gilbert	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Harold Rodgers
Project Value:	~\$593,880	Cost Overruns:	~\$90,530
Project Description:			

This included the construction of an additional phase within the Green Branch Subdivision in Brazos County, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage structures, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway.

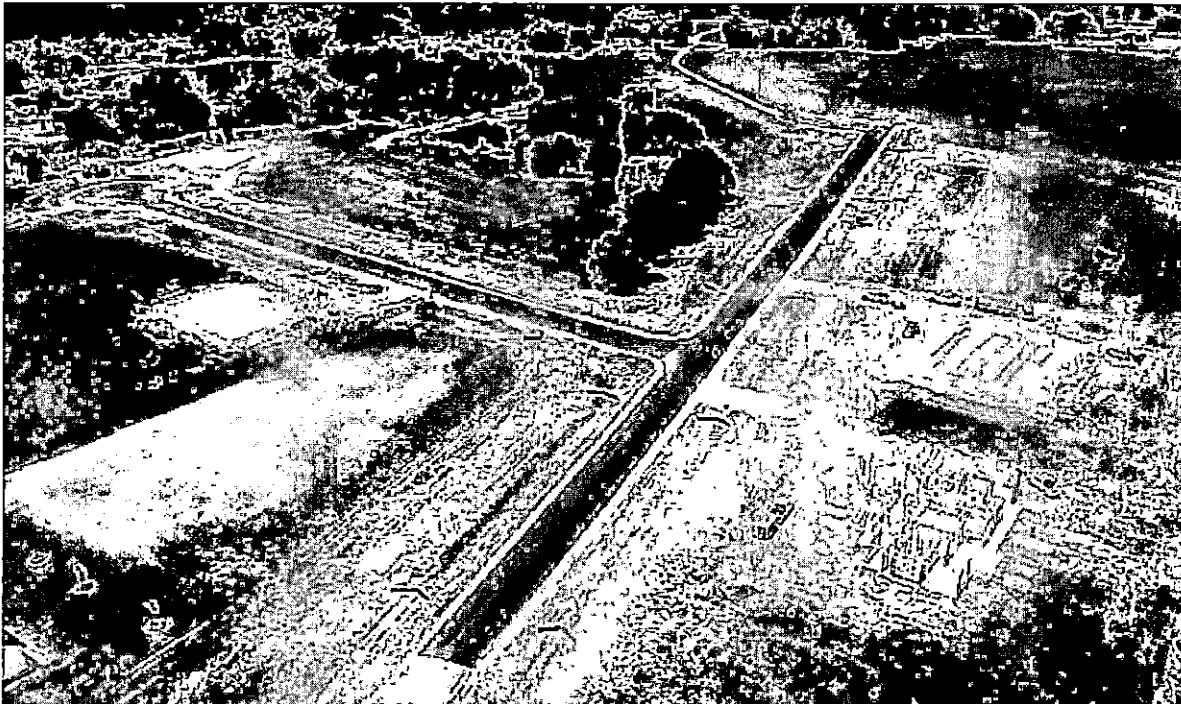
The roadway consisted of two roadways totaling approximately 1,700 linear feet in length, with a cul-de-sac at the terminus of one of the streets. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built in accordance with Brazos County Specifications.

Waterlines were constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Drainage culverts were installed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.





Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Greens Prairie Reserve - Phases 301, 103, and 106		
Infrastructure Municipality:	College Station	Owner's Rep / Title:	Chris Rhodes
Year Completed:	2022	Contact Phone:	979.268.2000
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$4,013,850	Cost Overruns:	~\$52,120
Project Description:			

This included the construction of three separate phases at Greens Prairie Reserve subdivision in College Station, Texas. This phase included the construction of concrete paving, drainage structures, detention ponds, and utilities. Earthwork included clearing of trees proposed roadways, relocating spoil dirt piles from previous projects, and the construction of a detention pond. This project required that we preserve certain trees and reduce the impact of our construction operations to the health of the trees. This was accomplished by placing our more senior operators with careful oversight from our foremen and superintendents to ensure that we met our clients expectations on these projects. The roadway consisted of light and medium duty concrete paving over several roadways totaling approximately 5,800 linear feet in length. The paving included chemical stabilization of the native soils and a light or medium duty paving section, as dictated on the plans. The roadway was built in accordance with Bryan/College Station United Design Specifications. Waterlines, storm sewer, sanitary sewer, and electrical conduit was constructed along the roadway, with several road crossings. The utilities were constructed in accordance with Bryan/College Station United Design Specifications. Storm water pollution prevention was also the responsibility of Texcon on this project. Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Indian Lakes - Phase 39		
Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	Travis Martinek
Year Completed:	2021	Contact Phone:	979.846.4384
Project Manager:	Ben Wall	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$484,100	Cost Overruns:	~\$189,050
Project Description:			

This included the construction of an additional phase within the Indian Lakes Subdivision in Brazos County, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), drainage, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway.

The roadway is approximately 2,600 linear feet in length, with two cul-de-sacs. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built in accordance with the Brazos County Specifications.

Utilities included the construction of waterlines, installation of BTU and Suddenlink Communications conduit, with several road crossings for services. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Creek Meadows Phase 3 & 4		
Infrastructure Municipality:	College Station	Owner's Rep / Title:	Travis Martinek
Year Completed:	2021	Contact Phone:	979.846.4384
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~\$2,298,000	Cost Overruns:	~\$89,000
Project Description:			

This included the construction of two additional phases within the Creek Meadows Subdivision in Brazos County, Texas. These phases included the construction of concrete paving, concrete sidewalks, drainage structures, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway.

The roadway is approximately 1,000 linear feet in length, with two cul-de-sacs. The paving included chemical stabilization of the native soils and a medium duty paving section. Sidewalks with ADA ramps and crossings was constructed along both sides of much of the roadway. The roadways were built in accordance with Bryan/College Station United Design Specifications.

Waterlines, storm sewer, sanitary sewer, and electrical/communications conduit was constructed along the roadway, with several road crossings. The utilities were constructed in accordance with Bryan/College Station United Design Specifications. Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Oakmont - Phase 2B		
Infrastructure Municipality:	City of Bryan	Owner's Rep / Title:	Kyle Maas
Year Completed:	2021	Contact Phone:	254.482.0916
Project Manager:	Spencer Buchanan	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Harold Rodgers
Project Value:	~\$2,997,711	Cost Overruns:	~\$92,742
Project Description:			

This included the construction of an additional phase within the Oakmont Subdivision in Bryan, Texas. This phase included the construction of hot mix asphaltic concrete paving (HMAC), sidewalks, drainage structures, and associated utilities. Earthwork included clearing and grubbing within the proposed roadways, grading the subgrade, and chemical stabilization of the subgrade soils.

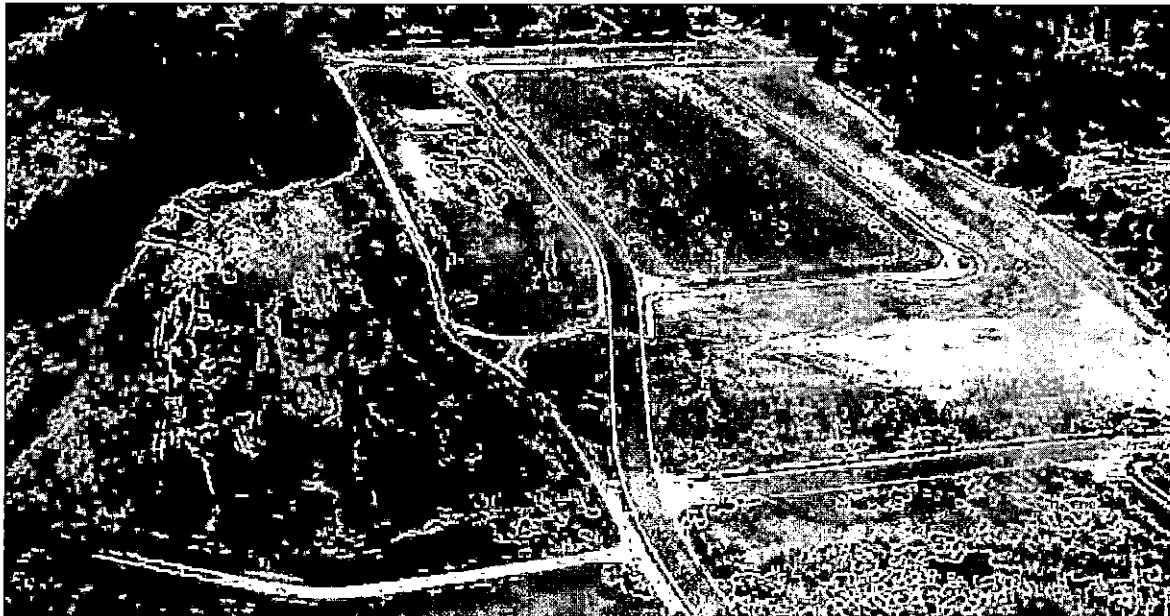
Several HMAC roadways were constructed totaling approximately 8,500 linear feet in length. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. A ten foot sidewalk with ADA ramps and crossings was constructed along both sides of much of the roadway. The roadways were built in accordance with Bryan/College Station United Design Specifications.

Waterlines were constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with Bryan/College Station United Design Specifications.

Drainage culverts were installed in accordance with Bryan/College Station United Design Specifications.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage and Reliable Pipe Cleaning on this project.





Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	City of Buffalo TXCDBG-DRP Phase 2		
Infrastructure Municipality:	City of Buffalo	Owner's Rep / Title:	Jarrold Jones
Year Completed:	2023	Contact Phone:	903.322.4741
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	~421,560.95	Cost Overruns:	~43,439.05
Project Description:			

This included the construction of two streets within downtown Buffalo. This project included the construction of hot mix asphaltic concrete paving (HMAC), sidewalks, drainage structures, and associated utilities.

Earthwork included demoing out the existing roadways, grading the subgrade, and chemical stabilization of the subgrade soils.

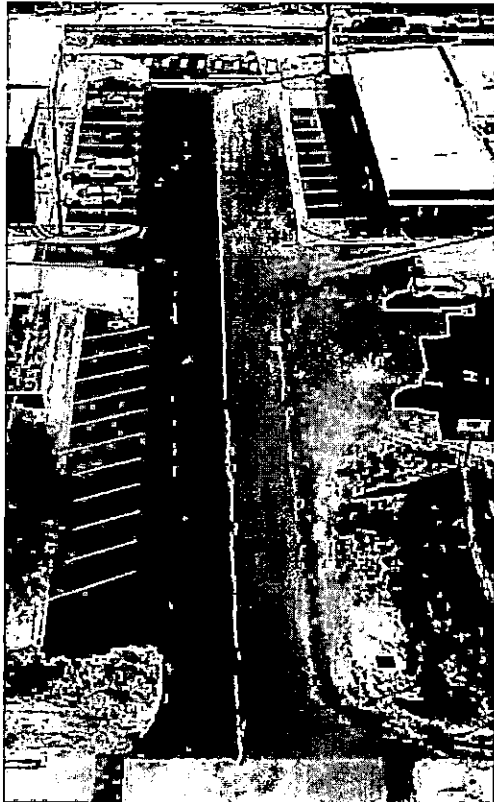
HMAC roadways were constructed totaling approximately 3,000 SY. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course.

Sidewalks with ADA ramps and crossings was constructed along both sides of much of the roadway. The roadways were built in accordance with Design Specifications.

Waterlines and existing service adjustments had to be made according to plans and various field changes.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted Precision Pavement for striping and signage and Bayer Electric for underground and light pole installation.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Miramont 18		
Infrastructure Municipality:	City of Bryan	Owner's Rep / Title:	Andrew Ball
Year Completed:	2023	Contact Phone:	979.704.3034
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Archie Hirsch
Project Value:	~533,858.66	Cost Overruns:	~80,283.00
Project Description:			

This included the construction of an additional phase within the Miramont Subdivision in Bryan, Texas. This phase included the construction of HMAC paving, concrete paving, sidewalks, drainage structures, and associated utilities. Earthwork included clearing and grubbing within the proposed roadways, grading the subgrade, and chemical stabilization of the subgrade soils.

Roadways were constructed totaling approximately 3,000 SY of HMAC and 600 SY of Concrete aprons and knuckles. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. Sidewalk with ADA ramps and crossings was constructed along one side of the roadway. The roadways were built in accordance with Bryan/College Station United Design Specifications.

Waterlines were constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with Bryan/College Station United Design Specifications.

Storm Drainage was installed in accordance with Bryan/College Station United Design Specifications.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage and Reliable Pipe Cleaning on this project for jetting and TV inspection.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name:	Miramont 19		
Infrastructure Municipality:	City of Bryan	Owner's Rep / Title:	Andrew Ball
Year Completed:	2023	Contact Phone:	979.704.3034
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Archie Hirsch
Project Value:	~1,051,945.90	Cost Overruns:	~216,869.11
Project Description:			

This included the construction of an additional phase within the Miramont Subdivision in Bryan, Texas. This phase included the construction of concrete paving, brick pavers, sidewalks, drainage structures, and associated utilities. Earthwork included clearing and grubbing within the proposed roadways, grading the subgrade, and chemical stabilization of the subgrade soils.

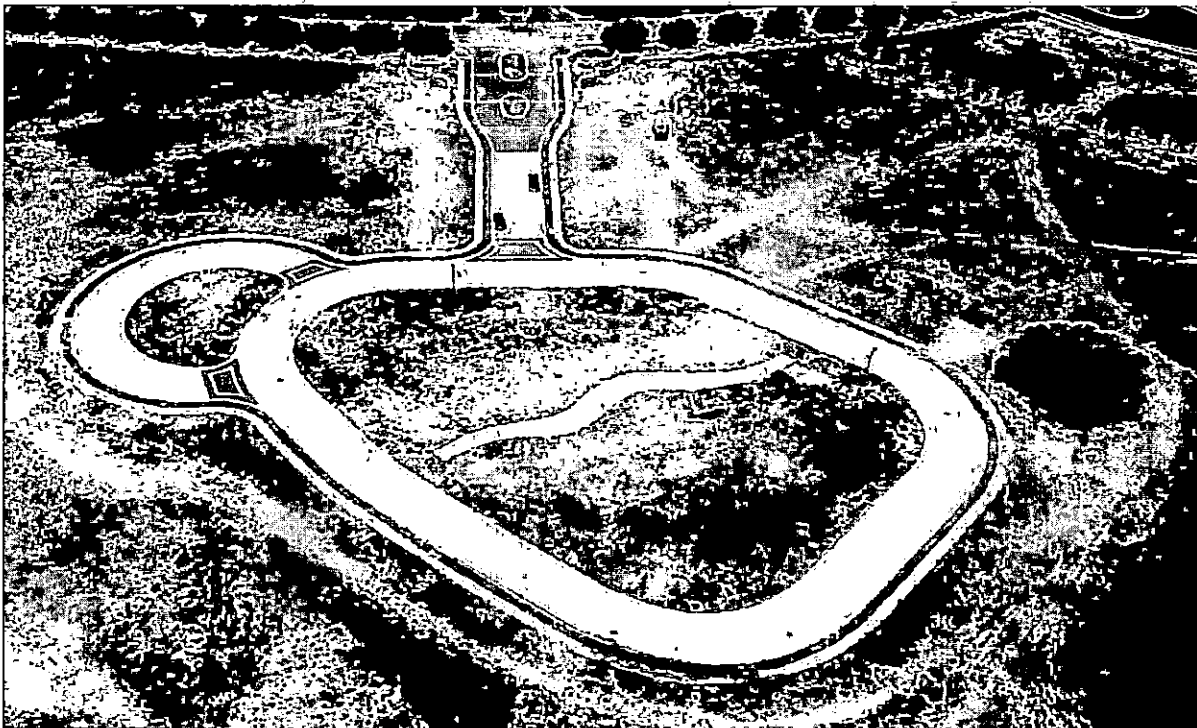
Concrete roadways were constructed totaling approximately 4,300 SY. The paving included chemical stabilization of the native soils. Sidewalk with ADA ramps and crossings was constructed along the outside of the roadway. The roadways were built in accordance with Bryan/College Station United Design Specifications.

Waterlines were constructed along the roadway, with several road crossings for services. The utilities were constructed in accordance with Bryan/College Station United Design Specifications.

Storm Drainage was installed in accordance with Bryan/College Station United Design Specifications.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment and Reliable Pipe Cleaning on this project for jetting and TV inspection.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name: Greens Prairie Reserve 105

Infrastructure Municipality:	City of College Station	Owner's Rep / Title:	Chris Rhodes
Year Completed:	2023	Contact Phone:	979.268.2000
Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
Project Value:	1,073,527.31	Cost Overruns:	10,675.00
Project Description:			

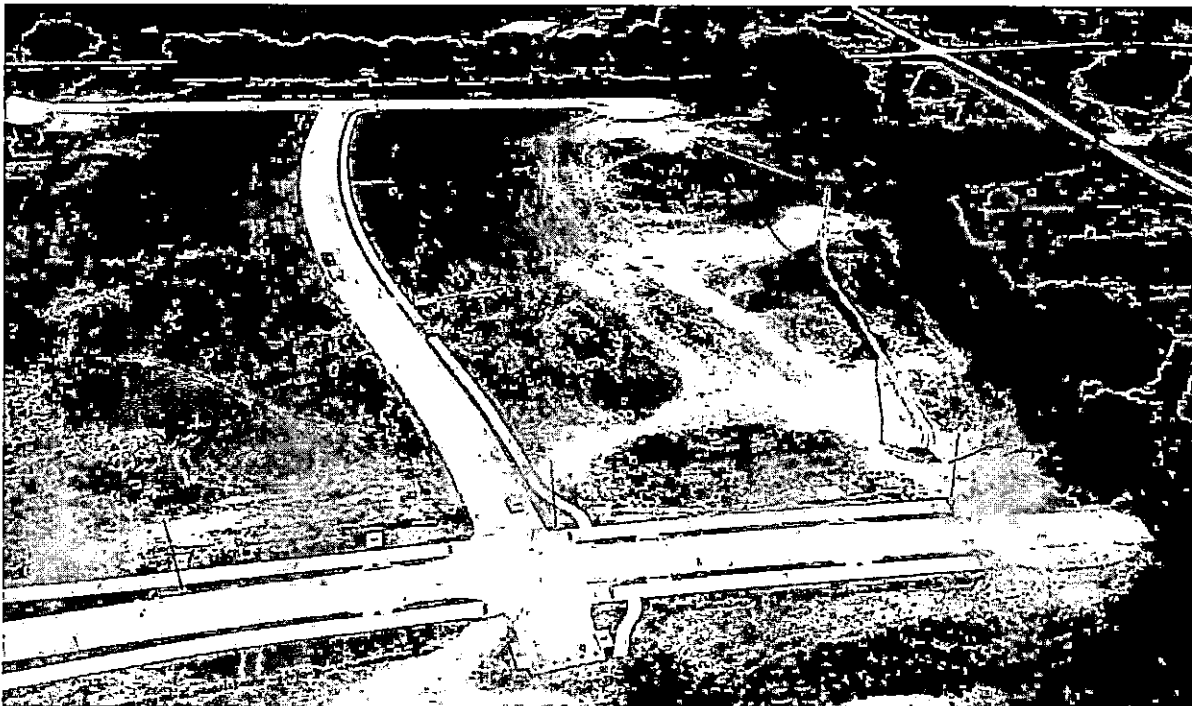
This included the construction of an additional phase within the Greens Prairie Reserve subdivision in College Station, Texas. This phase included the construction of concrete paving, drainage structures, detention ponds, and utilities. Earthwork included clearing of trees proposed roadways, relocating spoil dirt piles from previous projects, and the construction of a detention pond.

The roadway consisted concrete paving roadways totaling approximately 4750 SY. The paving included chemical stabilization of the native soils in the paving section. The roadway was built in accordance with Bryan/College Station United Design Specifications.

Waterlines, storm sewer, sanitary sewer, and electrical conduit was constructed along the roadway, with several road crossings. The utilities were constructed in accordance with Bryan/College Station United Design Specifications.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage and Reliable Pipe Cleaning for jetting and TV inspections.



Texcon General Contractors  
City of Bryan Contractor Registration

Job Name: Windmill Hill Subdivision

Infrastructure Municipality:	Brazos County	Owner's Rep / Title:	Mike Patranella
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Year Completed:	2023	Contact Phone:	979.412.4283
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Project Manager:	Shawn Malone	Utility Superintendent:	Dan Dyess
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Field Operations Manager:	Randy Sigford	Earthwork Superintendent:	Ruben Escalante
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Project Value:	825,415.00	Cost Overruns:	58,192.50
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Project Description:

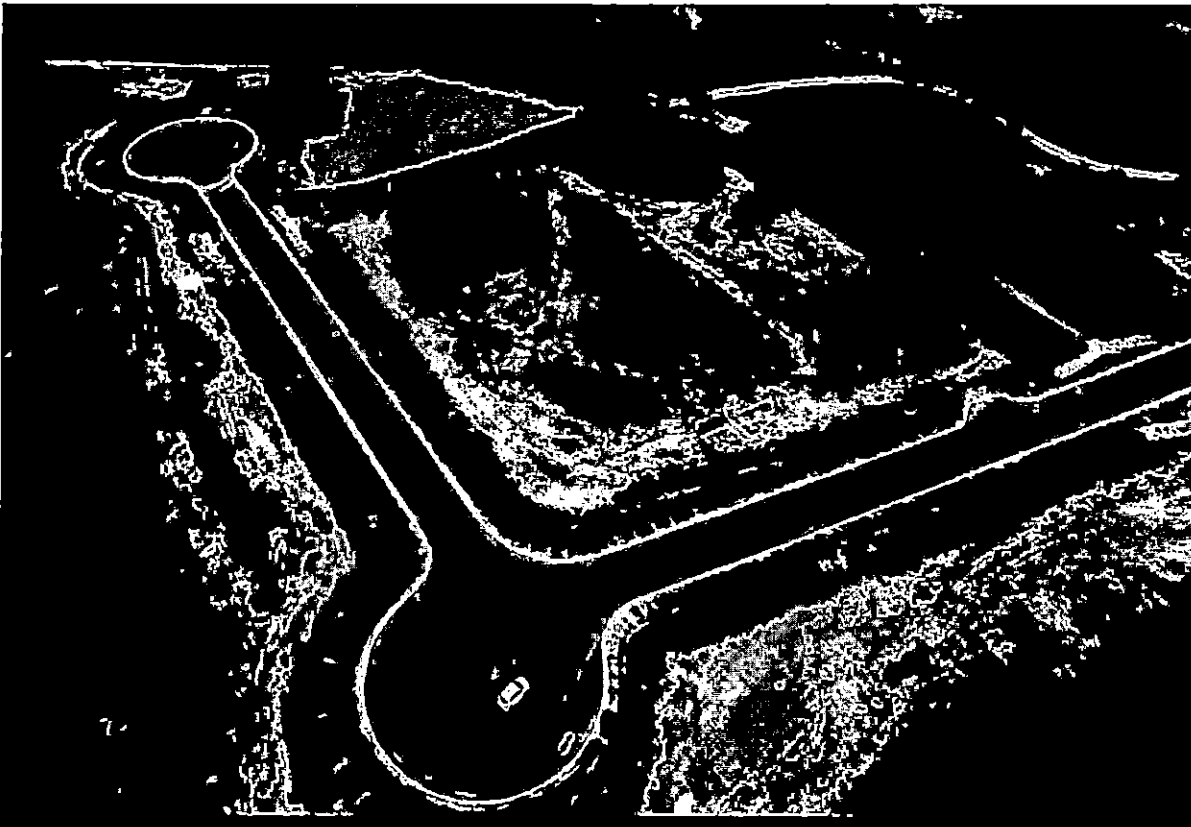
This subdivision included the construction of hot mix asphaltic concrete paving (HMAC), drainage, and associated utilities. Earthwork included clearing of trees within the County right of way, grading the subgrade, and cutting of the bar ditches for the proposed roadway.

The roadway is approximately 2,600 linear feet in length, with one knuckle and one cul-de-sacs. The paving included chemical stabilization of the native soils, a crushed limestone base layer, and a HMAC surface course. The roadway was built in accordance with the Brazos County Specifications.

Utilities included the construction of waterlines, installation of BTU and Suddenlink Communications conduit, with several road crossings for services. The utilities were constructed in accordance with the Brazos County Design Guidelines.

Storm water pollution prevention was also the responsibility of Texcon on this project.

Texcon subcontracted with Centex Hydroseed on this project for erosion control and revegetation establishment. Texcon also subcontracted Precision Pavement for striping and signage.





## **Texcon General Contractors**

### **Texcon's Philosophy Relating to Project Planning, Issue Resolution, Staffing, and Quality Assurance**

Texcon has been performing public infrastructure projects for over 30 years. As such, they have acquired competent and qualified field personnel, supervisors, equipment, subcontractors, suppliers, insurance and bonding to perform this work in an efficient and expeditious manner. Texcon prides itself on repeat customers and excellence as seen through their previous public infrastructure examples. Integrity in their work all the way through delivery of the final product is of up most importance. This is maintained at all levels of personnel from start of the project through completion.

Quality control/quality assurance starts at the time of bid submittal, where issues such as design or quantity take-offs are addressed up-front in attempt to present a straightforward price. As often seen, Addendums are issued as a result of up-front due diligence. Once awarded a project an internal pre-con is held between the estimator, project manager, and all supervisors that will be involved in the project to ensure a smooth transition to construction. Once a NTP is issued the Project Manager and General Superintendent are responsible for maintaining scope, schedule, budget and client coordination.

Texcon coordinates with client's schedule accordingly but most projects are budgeted for forty (40) hours per week. When needed due to unforeseen circumstances, like weather or schedule acceleration, overtime will be worked to maintain schedule. In the event that a differing site condition is uncovered, the Project Manager will communicate with all parties any cost/time impacts associated with it and receive an approved change order or work directive prior to commencing extra work.

In the event that key personnel are unavailable for a time period on a project there are multiple members cross-trained to ensure performance and integrity is maintained. Through our monthly project meetings with all superintendents, engineering staff, and survey staff, we are able to discuss resource allocation amongst all active projects. This allows all of our superintendents to have a good understanding of the status of all of Texcon's active projects. When a key member on a project is unavailable or has to transition off a project for an extended period of time, we are able to have another superintendent step in with either the existing foreman and crews that have been staffing the job or bring in additional crews to ensure that the schedule, quality, and budget is maintained for the project. Additionally, each supervisor is typically managing multiple projects simultaneously, which is possible due to our structure with foreman and managing team members.

## **Texcon General Contractors**

Open communication with inspectors, owners, and engineers is Texcon's main tool for effectively managing scope, schedule and budget. Each superintendent is competent in their areas of work and ensure all codes and specs are followed. This is evidenced by our recent projects, repeat customers, and the experience that our superintendents bring to the table.

Texcon uses commercially available project management and scheduling software to maintain schedules, budgets, and aid in allocation of resources for our clients' projects. This allows us to quickly run reports and adjust to ensure that we meet our clients' needs and expectations.

It is Texcon's goal to complete each project on-time and on-budget with the highest level of integrity. Please see the provided project examples in *Section D* that exemplify this on infrastructure work within Brazos County and the surrounding areas.

# **Texcon General Contractors**

## **Knowledge of Local Construction Criteria and Site Conditions**

### **1.) Rehabilitation projects**

Texcon has many years' experience with both public utility and pavement rehabilitation. On most sites where rehabilitation is called for, many decades have passed since the original installation has occurred. Years of repair and new installations in these areas adds to the complexity of the task especially when underground utility rehabilitation is considered. Texcon is equipped with pavement, earthwork and utility superintendents that have years of experience working in a rehabilitation setting.

Several things must be considered by the superintendent in charge when beginning a rehabilitation project. Proper location, documentation and protection of all existing infrastructure is needed for a smooth work flow after installation begins. Superintendents work closely with 811 technicians to ensure all existing utilities in a work zone are properly marked before any construction starts. Crews are trained to identify potential underground utilities using physical above and below ground evidence. Above ground features like trench settlement, meter boxes, cleanouts and markers all add to information gathered to identify underground utilities. Once digging begins the ability to identify possible unknown utilities by evidence using something like old trench backfill can be invaluable to properly locating all potential piping. Texcon devotes the necessary time to properly pot hole existing utilities bringing all information to the attention of the client and the design engineer so they can assess potential impacts to the project. Add something about us having a director of safety involved on these projects, might catch you a point or two.

Inevitably, plan changes due to unforeseen conflicts will occur during a rehabilitation project; documentation of existing infrastructure is key to identifying conflicts beforehand. Our in-house survey crew uses highly accurate GPS, total station and laser equipment to accurately measure utility locations in 3 dimensions, and can digitally transfer the information from the field to the office cutting the time it takes to get information to those who need it.

A great amount of flexibility is required for the installing contractor. Since an unknown utility might be found at any time coordination between the onsite crew, the office personal and the engineer is a necessity to keep the project on schedule. Texcon's competent staff have the necessary skills to communicate with inspectors and engineers onsite to troubleshoot a problem and keep the project moving forward.

Since rehabilitation projects almost always have people living around the construction site, Texcon works to minimize the impact to the community during the installation process. Fencing off work areas, covering excavations overnight and training employees to be watchful are only a few of the safety guidelines employed by Texcon. We work with the property owners and the

## **Texcon General Contractors**

public to maintain access to their properties throughout the duration of our projects. As a company, we strive to not only bring a project in on budget and on schedule but also with zero incidents.

We are able to work with the engineers, municipalities and owners, to maintain access to business and residences throughout construction. This is evident by our history of working with clients in existing subdivisions and commercial developments during utility and roadway repairs and reconstruction. With our experienced staff and resources we are develop plans and

## **Texcon General Contractors**

### **2.) Development work including subdivisions and commercial site work**

For the past 30 plus years, Texcon has successfully demonstrated the ability to develop subdivisions and commercial sites within the City of Bryan. Their years of local experience have contributed greatly to the growth and development of the community.

Texcon employees utilize training, experience and effective communication to consistently deliver a high quality final product. Employees have an in-depth knowledge of how to read and interpret technical plans and specifications. Prior to bidding a project Texcon employees spend several hours inspecting site plans to evaluate the conditions specific to the area of interest. Through the utilization of the supplied technical information and employee knowledge, Texcon's project management and estimation department provide an appropriate estimate for each project. Texcon has demonstrated the ability to accurately and effectively propose project estimates which have transferred to successful projects.

Texcon attributes much of its success to the established, effective and professional lines of communication with local engineers, inspectors, project managers, city officials, clients and the public. One key feature that has allowed Texcon to successfully communicate is the proximity of its business office which is located within Brazos County. This allows project managers to expeditiously conduct onsite meetings and ensure that architectural plans and technical specifications are accurate and up to date. Texcon's examination and verification process consistently ensures that all projects strictly adhere to plans and specifications guaranteeing a superb final product.

By using a combination of technical knowledge, local experience and effective communication Texcon has been able successfully overcome the uniqueness and specifics of the site conditions found in the Brazos Valley. With the home office located in Brazos County and most of their employees living in the local area, they have a vested interest in improving the community and producing a quality product that they can be proud of for decades to come.

### **3.) Building material availability and use**

With the home office in Brazos County, Texcon has developed an extensive working knowledge of City of Bryan requirements for building materials. Our years of local experience have contributed greatly to our ability to source, develop and deploy materials that meet or exceed the local requirements.

Texcon's ability to effectively communicate purchase orders and source materials has been greatly attributed to the well-developed relationships with local suppliers. They have a proven record of working closely with a variety of local suppliers that ensures that all project materials are ordered and supplied in a manner that produced cost effective and quality results. Texcon has also developed a proven ability to work closely with city engineering staff to identify cost effective



## **Texcon General Contractors**

alternative materials that meet the job requirements and specifications when traditional options are not available.

Additionally, Texcon owns and operates a materials division equipped with a pugmill, materials yard and its own trucking fleet. This materials division has allowed Texcon to supply cement stabilized materials and other key construction materials for company projects and local customers. As a local materials supplier Texcon has a firm grasp and knowledge of local requirements and demands for construction building materials. The location of Texcon's material yard just North of Bryan on Highway 6 allows for employees to select the highest quality materials and have them delivered in a timely manner. Their ability to reduce delivery times has led to significant cost reduction and has greatly increased the effectiveness of material application.

Working with suppliers, manufacturers, local engineering firms and city officials, Texcon has been able to bring new advances in materials to the spotlight in the field of utility products that could potentially cut cost while improving design life and installation costs. After staff realizes the potential benefit of a new advancement and how it will aid a particular situation, Texcon works with the suppliers and manufacturers to bring all the required data to city officials so that approval can be granted.

#### **4.) Local soil conditions**

Texcon has a vast knowledge of the local soil conditions. Over the past four decades of operation Texcon has worked closely with engineers, site developers and project managers to study and understand local geotechnical reports and conditions.

Before a bid is placed for a project Texcon's estimation and project management team perform an extensive inspection of site plans and existing site conditions. The inspection process includes working closely with geotechnical engineers to understand boring logs and develop solutions to potential problems. The estimation and management team takes into consideration not only the project area but the surrounding areas as well. The team will then take in a variety of factors and determine the most effective and safe process for site development.

Texcon employees take great care to ensure the safety of site locations which includes eliminating possible cave-ins and preventing water movement from disturbing surrounding excavations. Texcon's decades of experience have also lead to a greater understanding of job site requirements for erosion control. Texcon has multiple best management practices established to help prevent soil erosion such a hydro-mulch seeding and silt fencing. Using a combination of prior knowledge and effective communication with key personnel, Texcon's knowledge of local underground site conditions such as large rock deposits and old creek beds has proven to significantly improve our cost estimations and improve work performance by anticipating adverse site conditions.

## **Texcon General Contractors**

### **5.) Environmental issues**

With the implementation of stricter regulations from the TCEQ and EPA, Texcon has grown with the times and has steadily implemented TCEQ guidelines aimed at reducing the impact of our construction activities on the environment. Texcon's approach is to not just install the BMPs (Best Management Practices) at the beginning of the project but includes proper maintenance and record keeping throughout the life of the job. During a rain event, crews check projects to ensure BMPs are functioning as designed and make recommendations if they see a deficiency. They also have the ability to mobilize equipment and labor resources to fix a damaged BMP.

At the end of a project, Texcon is committed to not leaving the site until final stabilization is established. Texcon works with subcontractors that specialize in seeding and erosion control to find the right seed mix for our climate and still provide a finished project that meets city specifications.

With development occurring in areas that have historically been pasture land or forest, Texcon has become sensitive to the existence of protected plant and animal species and works to actively alert crews if there is any chance of encountering protected species on a project. Typically, if a site has a history of possessing a protected species or if an engineer or owner alerts Texcon to their possible existence, Texcon superintendents and surveyors work to locate and protect it before work crews mobilize. They then work with the engineers and government officials to ensure protocol is followed and no adverse affect to the plant or animal is witnessed.

### **6.) Public Awareness**

With the addition of public infrastructure in new developments along with the requirements of the rehabilitation process, public involvement is increasingly important. As such, Texcon strives to work with the city officials and the public in the affected areas when our work comes in close proximity to minimize our impact and better educate the public on how the potential benefit of improvement greatly outweighs the short-term discomfort of construction.

It is Texcon's policy to contact those people that will be affected by our construction operations before beginning construction to make introductions. Contact information is then provided should there be any need for the home owner to contact us and a brief schedule, explanation of the construction scope and possible impacts are explained. Providing advance information is a key component when working with the public. Though we will not be able to negate the affects to everyone, we do all we can to minimize those impacts. Working with the public in this regard makes Texcon a partner with the public to build a better future for our area.

It is also Texcon's policy to properly document preconstruction conditions using photographs and videos before resources are mobilized to a site. All work zones adjacent to existing infrastructure or private improvements are documented at its pre-construction state.

## **Texcon General Contractors**

Copies of these recordings are provided in digital format to city officials, and is a part of our pledge for thorough and transparent construction process.

### **7.) Local Design Standards**

Texcon has over 40 years of experience in construction with most of those years spent in the Bryan/College Station area. Our employees work in this area daily and use the standard city specifications, work with local design engineers and coordinate with area inspectors to properly build large scale civil projects.

Our organization is broken down with superintendents specializing in areas such as utilities, paving and earthwork, this better allows them to understand the specifications specific to their trades. Superintendents keep up to date on specification changes and actively work to implement specifications on all of their projects. If a problem arises that is not covered in the specifications or it is unclear how to proceed, Texcon employees work closely with the inspectors and engineers to solve the issue and get the project back on track.

## **Texcon General Contractors Equipment List**

### **Construction Equipment Availability and Condition**

The Texcon Equipment Maintenance Program is led by Maintenance Manager, Terri Cook. Terri has 30+ years' experience in heavy equipment repairs and has trained a team consisting two (2) field technicians with service trucks, a shop lube technician, and a fuel truck driver/field lube technician. Combined, her team is able to provide daily field refueling and lubricating, fast and accurate field diagnostics / repairs and major overhauls in-house in our 6,400 square-foot fully enclosed shop.

Prevention of unnecessary downtime has been established through an Equipment Maintenance Program which consists of following each piece of equipment's operation and maintenance manual/guidelines. These guidelines provide scheduled maintenance information which is tracked and serviced accordingly. This combined with daily foreman inspections helps prevent unnecessary downtime of equipment.

**\*\*NOTE:** Equipment Proposed for Project Enclosed by



## Texcon General Contractors Equipment List

ASPHALT ELEVATOR (AE)		TRUCKS	
WE03	2004 CARLSON WP-800	1129	1998 MACK CH613 DUMP TRUCK
		1145	2013 MACK CH613 TRACTOR TRUCK
ASPHALT PAVER (AP)		1146	2013 MACK CH613 TRACTOR TRUCK
AP4	2005 ROADTEC RP195 TRACK PAVER	1147	2010 MACK CH613 TRACTOR TRUCK
		1148	2015 MACK CHU613 TRACTOR TRUCK (PARTS)
BACKHOE (BH)		1149	2015 MACK CHU613 TRACTOR TRUCK
BH36	2012 CAT 416E 4X4	1151	2015 MACK CHU613 DUMP TRUCK
BH37	2014 CAT 416F 4X4	1152	2014 MACK CHU613 TRACTOR TRUCK
BH38	2014 JOHN DEERE 310 SK 4X4	1153	2014 MACK CHU613 TRACTOR TRUCK
BH39	2015 CAT 420F IT 4X4	1154	2015 MACK CHU613 DUMP TRUCK
BH40	2015 CAT 420F IT 4X4	1155	2016 PETERBILT 389 TRACTOR TRUCK
BH41	2014 CAT 420F IT 4X4	1157	2016 MACK CHU613 DUMP TRUCK
BH42	2014 CAT 420F IT 4X4	1158	2018 PETERBILT 389 TRACTOR TRUCK
BH43	2017 CAT 420F IT 4X4	1160	2019 KENWORTH W900L - TRACTOR TRUCK
BH44	2014 CAT 420F IT 4X4	1161	2019 KENWORTH W900L - TRACTOR TRUCK
BH45	2022 CAT 420XE IT 4X4	1162	2018 PETERBILT 389 TRACTOR TRUCK
BH46	2022 CAT 420XE IT 4X4	1163	2020 PETERBILT 389 - TRACTOR TRUCK
BH47	2022 CAT 420XE	1164	2021 PETERBILT 389 - TRACTOR TRUCK
		1165	2021 PETERBILT 389 - TRACTOR TRUCK
CHIP SPREADER (CS)		1166	2022 PETERBILT 389 - TRACTOR TRUCK
CS2	2007 ETNYRE	1167	2022 PETERBILT 389 - TRACTOR TRUCK
BROOM/SWEEPER (BR)		FUEL TRUCKS (FT)	
BR5	2003 RJ350 BROCE	1159	2012 PETERBILT 348 SERVICE TRUCK
BR6	2020 LAY-MOR SM300		
BR7	2017 BROCE 3-WHEEL BW260	HAUL TRUCK (HT)	
		1156	2016 PETERBILT - 389
CURB MACHINE (PC)		1177	2022 PETERBILT - 389
PC2	2007 KURBER 5000		
DISTRIBUTOR TRUCK (DS)		LOADERS (LO)	
DS-02	2005 FORD F-350 W/ETNYRE CENTENNIAL	L16	2016 CAT 259D SKIDSTEER LOADER
		L17	2016 CAT 950M W/ COUPLE & FORKS
		L19	2020 CAT 279D3 SKIDSTEER
DOZER (DO)		L20	2018 JOHN DEERE 644K
DO24	2012 D-5 K2 CAT	L21	2019 CAT 962M WHEEL LOADER
DO25	2014 D-6 K2 CAT W/TRIMBLE	L22	2019 CAT 938 WHEEL LOADER
DO27	2015 D-6 K2 CAT W/TRIMBLE	L23	2021 CAT 259D3 SKIDSTEER
DO28	2016 D-5K CAT	L24	2021 CAT 299D3 SKIDSTEER
DO29	2017 D-6N CAT W/ TRIMBLE	L25	2021 CAT 950GC WHEEL LOADER
DO30	2018 D-5K CAT		
DO31	2015 D-6T XW CAT	MISCELLANEOUS (MC)	
DO32	2018 D-6T CAT	MC08	2000 ABI TRENCH BURNER
DO33	2016 D-5K 2XL	MC12	2003 26" PRO 65 III CONCRETE SAW
DO34	2013 D-6T CAT	MC17	2004 TERRAMITE 8"X18" ROLLER SCREED
		MC18	1994 ALLEN VIBRATORY POWER SCREED 20'
		1003	1982 1000-GAL WATER TRAILER WITH PUMP
		1004	1982 1000-GAL WATER TRAILER WITH PUMP
		1006	1996 HONDA 46" W/B TROWEL MACHINE



## Texcon General Contractors

### Texcon Equipment List

MC20	SULLAIR 185 D COMPRESSOR	SMOOTH DRUM COMP. (SD)	
MC21	6" GORMAN RUPP TRASH PUMP	SD7	1998 CAT CB-214C SD COMP
MC22	2007 JLG 6005 BOOM LIFT	SD8	2003 DYNAPAC CA-262D 84"
MC23	TRAILER MOUNTED SOLAR MESSAGE CENTER	SD10	2009 CAT CS-64 W/PAD KIT 84"
MC24	TRAILER MOUNTED SOLAR MESSAGE CENTER	SD11	2006 CAT CB-534D XW
MC25	IR DOOSAN 185 AIR COMPRESSOR	SD12	2015 CAT CS56B
MC26	2013 MODEL AL4 LIGHT TOWER	SD13	2020 BOMAG BW120 SL5
MC27	2014 MODEL AL4 LIGHT TOWER	SD14	2018 CAT C556B
MC28	2020 DRILL RIG		
		SURVEYING EQUIP (SU)	
MOTOR GRADER (MG)		SU1	1999 PENTAX PCS-215ETS
MG17	2011 CAT 12M	SU2	2001 PENTAX PCS-225ETS
MG18	2008 CAT 140M	SU3	2001 LEICA TC-705 TOTAL STATION
MG19	2016 JOHN DEERE 772G	SU4	2004 SOKKIA 630R TOTAL STATION
MG20	2015 CAT 12M		
MG21	2019 CAT 140M3	TRACTOR (TA)	
MG22	2018 CAT 12M13	T11	2008 JOHN DEERE 6430 4X4 w/ Loader
		T13	2012 JOHN DEERE 1026R TRACTOR
PAD FOOT ROLLER (PD)		T15	2007 JOHN DEERE 8430 4X4 TRACTOR
PD22	2014 SAKAI SV540T 84"	T16	2016 JOHN DEERE 210L LANDSCAPE LOADER 4X4
PD23	2017 CAT CP56 84"	T17	2002 JOHN DEERE 9320 4X4 TRACTOR
PD24	2018 CAT CP56 84"	T19	2017 JOHN DEERE 8295R TRACTOR
PD25	2015 CAT CP54B 84"	T20	2020 JOHN DEERE 6110M TRACTOR
PD26	2019 CATCP56B 84"	T21	2014 JOHN DEERE 8295R TRACTOR
		T22	2014 JOHN DEERE 830R TRACTOR
PLANTS (PL)			
PL1	2000 DAVIS PUGMILL	TRENCH BOX (TB)	
		TB1	1994 4'X20' TRENCH BOX
PNEUMATIC ROLLER (PR)		TB2	1994 8'X20' TRENCH BOX
P15	2011 CAT PS-150C	TB3	1996 MANGUARD
P16	2014 CAT CW14	TB4	1998 8'X20' TRENCH BOX MODEL 820R4
P17	2014 CAT CW14	TB5	1998 6'X10' ALUMINUM SHORING SHIELD
P18	2015 CAT CW14		
		TRACKHOE (TH)	
SAFETY VEHICLE (SV)		TH23	2015 JOHN DEERE 35G MINI
SV1	2006 INTERNATIONAL 4300 ATTENUATOR TRUCK	TH26	2014 JOHN DEERE 210 GLC
		TH27	2015 CAT 324 EL
		TH28	2013 CAT 320 EL
RECLAIMER/STABILIZER		TH29	2018 CAT 303.5E2 Mini
RS3	2021 CAT RM400	TH30	2019 CAT 320
		TH31	2019 CAT 330 GC
SCRAPER (SC)		TH32	2020 CAT 308-07
S10	2005 JOHN DEERE 1510C SCRAPER	TH33	2019 CAT 320
S11	2007 REYNOLDS CS 1610 SCRAPER	TH34	2020 CAT 320-07
S12	2007 JOHN DEERE 1510C SCRAPER	TH35	2021 CAT 310
S13	2006 REYNOLDS CS 1712		
S14	2003 REYNOLDS CS 1410	TRENCHER	
		TR3	2013 VERMEER RTX 1250

## Texcon General Contractors Texcon Equipment List

TRUCK - PICKUPS		T282	2014 18' TEXAS BRAGG UTILITY TRAILER
T261	2014 TOYOTA TUNDRA 4X4	T283	2015 ETNYRE 55 TON LOWBOY
1270	2014 FORD F250 CREW CAB 4X4	T284	2001 CIRC CARGO TRAILER
1273	2013 FORD F150	T285	2016 ARMOR LITE - HALF ROUND END DUMP
1275	2017 FORD F350 CREW CAB 4X4	T286	2014 CTS BELLY DUMP
1276	2017 FORD F350 CREW CAB 4X4	T287	2018 ARMORLITE BELLY DUMP
1277	2011 FORD F350 CREW CAB 4X4	T288	2015 TROXELL ALUM. PNEUMATIC
1279	2018 FORD F250 CREW CAB 4X4	T289	2015 TROXELL ALUM. PNEUMATIC (totaled)
1282	2019 FORD F250 CREW CAB 4X4	T290	2007 20' TEXAS BRAGG UTILITY
1283	2011 CHEVY 3500 MECHANICS TRUCK	T291	2018 HEIL ALUM. PNEUMATIC
1284	2008 CHEVY SILVERADO CREW CAB	T292	2018 HEIL ALUM. PNEUMATIC
1285	2019 FORD F350 CREW CAB 4X4	T294	2008 HEIL ALUMINUM PNEUMATIC TANKER
1286	2013 CHEVROLET 3/4 TON	T295	2013 HEIL ALUMINUM PNEUMATIC TANKER
1287	2020 FORD F250 4X4	T296	2021 TEXAS PRIDE UTILITY TRAILER
1288	2020 FORD F350 CREW CAB 4X4	T297	2011 CTS END DUMP (HIGH SIDES)
1289	2019 FORD F150	T298	2022 FONTAINE LOWBOY - 50 TON
1290	2020 FORD F350 CREW CAB 4X4	T299	2014 HEIL ALUMINUM PNEUMATIC TANKER
1291	2019 CHEVY SUBURBAN 4X4	T300	2021 BRAZOS PIT VIPER END DUMP
1292	2020 FORD F150 CREW CAB 4X4	T301	2021 14' CARGO MATE
1293	2020 FORD F350 CREW CAB 4X4		
1294	2020 FORD F250 CREW CAB 4X4		
1295	2020 FORD F250 CREW CAB 4X4		
1296	2021 FORD F250 CREW CAB 4X4		
1297	2021 FORD F150 SUPERDUTY		
1298	2021 GMC YUKON 4WD		
1299	2021 FORD F250 CREW CAB 4X4		
1300	2021 DODGE RAM 5500 MECHANIC TRUCK		

### WATER TRUCKS (WT)

WT14	2006 4300 INTERNATIONAL 2000-GAL
WT15	AM GENERAL M35 A2 - 2400-GAL
WT16	1968 KAISER 6X6
WT17	1984 AMERICAN GENERAL 5-TON WATER TRUCK
WT18	2008 4300 INTERNATIONAL 2000-GAL
WT19	2011 4300 INTERNATIONAL 2000-GAL

### TRAILERS (TL)

T205	1987 16' FLATBED
T209	1973 40' STORAGE VAN
T214	1979 45' STORAGE VAN
T231	1997 40' FLOAT TRAILER
T241	1999 18' FLATBED TEXAS BRAGG
T243	1966 TRLM STORAGE VAN
T255	2001 GOOSENECK 20X6'8" UTILITY TRAILER
T256	2002 CTSI BOTTOM DUMP
T260	2002 CTSI BOTTOM DUMP
T261	2002 16' PIPE UTILITY TRAILER
T262	2000 CPS BELLY DUMP
T264	2002 CTSI BOTTOM DUMP (PARTS)
T265	2002 16' UTILITY TRAILER
T267	2002 GOOSENECK 28' x 8' DUAL TANDEM
T268	2003 18' BP FLATBED
T270	2003 CTSI BOTTOM DUMP
T273	2004 CTSI BOTTOM DUMP (INSULATED)
T274	1987 48' MAXI STORAGE VAN
T275	2003 16' TEXAS BRAGG UTILITY TRAILER
T277	1999 32' CPS END DUMP (DEMO) (PARTS)
T281	2014 ARMOR LITE- HALF ROUND END DUMP



# Brazos County Purchasing Department

---

200 S. TX. AVE., STE 352  
PHONE (979) 361-4292

BRYAN, TX 77803  
FAX (979) 361-4293

## Addendum #1 to CIP 25-578 Hidden Springs & Stony Brook Culvert Replacement

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**Issued:** March 6, 2025  
**Change:** Questions Answered, Clarifications, Revisions to Drawings, Bid Form, and Specifications, and Pre-Proposal Sign In Sheet  
**Reason:** Requested/Revised due to Questions

Please see the Addendum #1 letter provided by the Engineer detailing out all the changes necessary.

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:** Spencer Buchanan

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Texcon General Contractors, PO Box 138, Kurten, Texas 77862

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

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

(Here insert full name and address or legal title of Corporation)

as Obligor, hereinafter called the Obligor, in the sum of

Five Percent of The Total Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Brazos County Hidden Springs & Stony Brook Culvert Replacement

(Here insert full name and address description of project)

NOW THEREFORE, if the obligor shall accept the bid of the principal and the principal shall enter into Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligor 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.


Signed and sealed this 11th day of March, 20 25

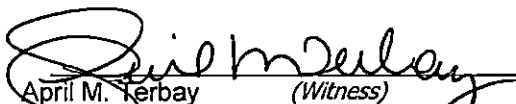
  
(Witness)

Texcon General Contractors

(Principal)

(Seal)

  
(Title)

  
April M. Terbay (Witness)

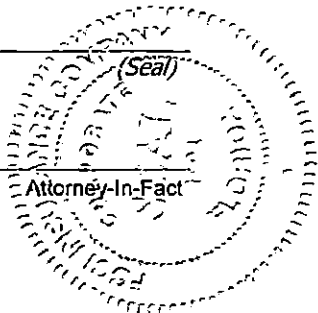
FCCI Insurance Company

(Surety)

(Seal)

Jeff Husk

Attorney-In-Fact





## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

James F Siddons; April M Terbay; Patrick L Watkins; Rodney Watkins; Andrew Webb;  
Robert J Guyton; Sheila Pennington Noxon; Chris Scott; Jeff Husk

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 11th day of March, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)\* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at [StateComplaints@fcci-group.com](mailto:StateComplaints@fcci-group.com).

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at [newclaim@fcci-group.com](mailto:newclaim@fcci-group.com).

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtections@tdi.texas.gov](mailto:ConsumerProtections@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR BOND

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

\*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

**Exhibit B - Bid Form**  
**Hidden Springs and Stony Brook Culvert Replacement**  
**Addendum #1**  
**CIP #25-578**

Item	Description	QTY	Unit	Unit Price	Total
<b>A. General Items</b>					
<b>Hidden Springs</b>					
100	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	\$ 23,750.00	\$ 23,750.00
101	SWPPP for <1 Acre project, including phasing, silt fencing, dewatering (if required), erosion control logs, including related items and appurtenances, complete in place	1	LS	\$ 3,825.00	\$ 3,825.00
102	Site Preparation including all dirtwork and preparation for proposed construction within the project limits, including related items and appurtenances, complete in place	1	LS	\$ 13,200.00	\$ 13,200.00
103	Traffic control, including Traffic Control Plans, message boards, signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$ 5,000.00	\$ 5,000.00
104	Site clean-up including seeding of ROW and areas disturbed by construction including topsoil, final grading, and related items and appurtenances, complete in place	1	LS	\$ 3,800.00	\$ 3,800.00
105	Object marker OM-2Z, including related items and appurtenances, complete in place.	4	EA	\$ 100.00	\$ 400.00
Subtotal - General Items (Hidden Springs)					\$ 49,975.00
<b>Stony Brook</b>					
106	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	\$ 23,750.00	\$ 23,750.00
107	SWPPP for <1 Acre project, including phasing, silt fencing, dewatering (if required), erosion control logs, including related items and appurtenances, complete in place	1	LS	\$ 2,500.00	\$ 2,500.00
108	Site Preparation including all dirtwork and preparation for proposed construction within the project limits, including related items and appurtenances, complete in place	1	LS	\$ 9,200.00	\$ 9,200.00
109	Traffic control, including Traffic Control Plans, message boards, signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$ 5,000.00	\$ 5,000.00
110	Site clean-up including seeding of ROW and areas disturbed by construction including topsoil, final grading, and related items and appurtenances, complete in place	1	LS	\$ 4,015.00	\$ 4,015.00
111	Object marker OM-2Z, including related items and appurtenances, complete in place.	4	EA	\$ 100.00	\$ 400.00
Subtotal - General Items (Stony Brook)					\$ 44,865.00
<b>Total Section A. General Items.....</b>				<b>\$</b>	<b>94,840.00</b>

**Exhibit B - Bid Form**  
**Hidden Springs and Stony Brook Culvert Replacement**  
**Addendum #1**  
**CIP #25-578**

Item	Description	QTY	Unit	Unit Price	Total
<b>B. Demolition Items</b>					
<b>Hidden Springs</b>					
200	Remove and dispose of existing asphalt, chip seal pavement, and crushed base, including related items and appurtenances, complete in place.	163	SY	\$ 8.00	\$ 1,304.00
201	Remove and dispose of existing mitered safety end treatments and pipe runners, including related items and appurtenances, complete in place.	12	EA	\$ 500.00	\$ 6,000.00
202	Remove and dispose of existing 48" CMP culverts, including related items and appurtenances, complete in place.	366	LF	\$ 10.00	\$ 3,660.00
203	Tree protection for existing trees, including related items and appurtenances, complete in place.	1	LS	\$ 400.00	\$ 400.00
204	Existing rip rap to be reset, including related items and appurtenances, complete in place.	1	LS	\$ 2,000.00	\$ 2,000.00
205	Remove and dispose of existing culvert markers, including related items and appurtenances, complete in place.	4	EA	\$ 10.00	\$ 40.00
206	Remove and reset existing signage after construction is complete, including related items and appurtenances, complete in place.	1	LS	\$ 700.00	\$ 700.00
Subtotal - Demolition Items (Hidden Springs)					\$ 14,104.00
<b>Stony Brook</b>					
207	Remove and dispose of existing asphalt, chip seal pavement, and crushed base, including related items and appurtenances, complete in place.	154	SY	\$ 8.00	\$ 1,232.00
208	Remove and dispose of existing mitered safety end treatments and pipe runners, including related items and appurtenances, complete in place.	12	EA	\$ 500.00	\$ 6,000.00
209	Remove and dispose of existing 48" CMP culvert, including related items and appurtenances, complete in place.	330	LF	\$ 10.00	\$ 3,300.00
210	Existing rip rap to be reset, including related items and appurtenances, complete in place.	1	LS	\$ 2,000.00	\$ 2,000.00
211	Remove and dispose of existing culvert markers, including related items and appurtenances, complete in place.	4	EA	\$ 10.00	\$ 40.00
Subtotal - Demolition Items (Stony Brook)					\$ 12,572.00
<b>Total Section B. Demolition Items</b>				\$	26,676.00

**Exhibit B - Bid Form**  
**Hidden Springs and Stony Brook Culvert Replacement**  
**Addendum #1**  
**CIP #25-578**

Item	Description	QTY	Unit	Unit Price	Total
<b>C. Paving and Drainage Items</b>					
<b>Hidden Springs</b>					
300	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work. Includes all related items and appurtenances, complete in place.	100	CY	\$ 135.20	\$ 13,520.00
301	TxDOT Item 247, Type A, Grade 2 (8" thick) Crushed limestone base material (compacted in place), including taper, related items and appurtenances, complete in place.	162	SY	\$ 36.00	\$ 5,832.00
302	TxDOT Item 247, Type A, Grade 2 Crushed limestone base shoulder up material, including related items and appurtenances, complete in place.	27	SY	\$ 74.00	\$ 1,998.00
303	Two-course chip seal pavement, including related items and appurtenances, complete in place.	162	SY	\$ 60.00	\$ 9,720.00
304	48" HP Storm watertight pipe with structural backfill, including all cement stabilized sand required to backfill excavated areas per detail, related items and appurtenances, complete in place.	360	LF	\$ 311.00	\$ 111,960.00
305	D90 18" Rip Rap (18" Embedment, cement stabilized sand, and toe ditch per detail) for culvert crossings, including related items and appurtenances, complete in place	49	SY	\$ 124.00	\$ 6,076.00
306	Flowable fill, including related items and appurtenances, complete in place.	19	SY	\$ 529.00	\$ 10,051.00
307	48" - 4H:1V Precast Safety End Treatment with Type "C" pipe runners, including related items and appurtenances, complete in place.	12	EA	\$ 7,130.00	\$ 85,560.00
Subtotal - Paving & Drainage Items (Hidden Springs)					\$ 244,717.00

**Exhibit B - Bid Form**  
**Hidden Springs and Stony Brook Culvert Replacement**  
**Addendum #1**  
**CIP #25-578**

Item	Description	QTY	Unit	Unit Price	Total
<b>Stony Brook</b>					
308	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work. Includes all related items and appurtenances, complete in place.	100	CY	\$ 135.20	\$ 13,520.00
309	TxDOT Item 247, Type A, Grade 2 (8" thick) Crushed limestone base material (compacted in place), including taper, related items and appurtenances, complete in place.	152	SY	\$ 41.05	\$ 6,239.60
310	TxDOT Item 247, Type A, Grade 2 Crushed limestone base shoulder up material, including related items and appurtenances, complete in place.	27	SY	\$ 74.00	\$ 1,998.00
311	Two-course chip seal pavement, including related items and appurtenances, complete in place.	152	SY	\$ 62.05	\$ 9,431.60
312	48" HP Storm watertight pipe with structural backfill, including all cement stabilized sand required to backfill excavated areas per detail, related items and appurtenances, complete in place.	330	LF	\$ 278.00	\$ 91,740.00
313	D90 18" Rip Rap (18" Embedment, cement stabilized sand, and toe ditch per detail) for culvert crossings, including related items and appurtenances, complete in place	78	SY	\$ 124.00	\$ 9,672.00
314	Flowable fill, including related items and appurtenances, complete in place.	19	SY	\$ 529.00	\$ 10,051.00
315	48" - 4H:1V Precast Safety End Treatment with Type "C" pipe runners, including related items and appurtenances, complete in place.	12	EA	\$ 7,130.00	\$ 85,560.00
Subtotal - Paving & Drainage Items (Stony Brook)					\$ 228,212.20
<b>Total Section C. Paving and Drainage Items</b> .....				\$	472,929.20
<b>Subtotal Section A-C (Items 100-315)</b> .....				\$	594,445.20
Contingency				\$	50,000.00
<b>Total Section A-C and Contingency</b>				\$	644,445.20



**Exhibit B - Bid Form**  
**Hidden Springs and Stony Brook Culvert Replacement**  
**Addendum #1**  
**CIP #25-578**

Item	Description	QTY	Unit	Unit Price	Total
<b>D. Alternate #1 (Asphalt Pavement in-lieu of Chip Seal)</b>					
Item	Description	QTY	Unit	Unit Price	Total
316	2" Type C HMAC, including related items and appurtenances, complete in place (Hidden Springs Way)	162	SY	\$ 52.65	\$ 8,529.30
317	Item 303 Deduction	-162	SY	\$ 60.00	\$ (9,720.00)
318	2" Type C HMAC, including related items and appurtenances, complete in place (Stony Brook)	152	SY	\$ 55.20	\$ 8,390.40
319	Item 311 Deduction	-152	SY	\$ 62.05	\$ (9,431.60)
Subtotal - Alternate #1					\$ (2,231.90)
<b>Total Section D. Alternate #1 (Asphalt Pavement in-lieu of Chip Seal) .....</b>				<b>\$</b>	<b>(2,231.90)</b>
<b>Subtotal Section A-D (Items 100-319).....</b>				<b>\$</b>	<b>592,213.30</b>
Contingency				<b>\$</b>	<b>50,000.00</b>
<b>Total Section A-D and Contingency</b>				<b>\$</b>	<b>642,213.30</b>
<b>Number of calendar days to complete</b>					<b>30</b>

## RFP # CIP 25-578 Hidden Springs & Stony Brook Culvert Replacement

	Max Points Available	Larry Young Paving, Inc.	Brazos Paving, Inc.	Norman Construction Services LLC	Solid Bridge Construction, LLC	Texas Guardrail Contractors LLC dba STX Civil	Texcon General Contractors
1 Total Cost including the contingency and addenda		\$2,161,085.00	\$619,108.00	\$720,561.00	\$657,332.00	\$686,130.00	\$642,213.30
Points for Cost	30	9	30	26	28	27	29
2 Completion Time		40	60	90	40	60	30
Points for Time	15	11	8	5	11	8	15
3 Past performance on similar projects of size and scope	20	18	19	19	19	16	19
4 Overall experience of Project Manager & Superintendent	20	14	19	19	19	14	19
5 Resource availability	15	14	11	14	14	8	14
Technical Proposal Total	100	66	86	83	92	73	96

\*\*\* Pricing is with Alternate \*\*\*

Committee Recommended Award: Texcon General Contractors

Approved by Commissioner's Court on this 29 day of APRIL, 2025 by [Signature] holding the position of Acting COUNTY JUDGE



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Permission to Advertise CIP 25-593 Old Reliance Road - Phase II.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

Brazos County Road and Bridge is requesting to advertise the full-depth reconstruction of approximately 8,180 linear feet of Old Reliance Road, beginning roughly 630 feet south of Carrabba Road and extending to approximately 110 feet of Andert Road.

The reconstruction is necessary to improve safety, drivability, and drainage along this heavily used section of Old Reliance Road. The existing pavement has reached the end of its service life and no longer meets current standards for structural integrity or performance.

**ATTACHMENTS:**

**File Name**

[Request to Advertise.pdf](#)

**Description**

Request to Advertise

**Type**

Backup Material



# Brazos County Purchasing Department

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200 S. TX AVE., SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

## BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: April 29, 2025

RFP NUMBER: CIP 25-593

TITLE: Old Reliance Road – Phase II

REQUESTING DEPARTMENT: Road & Bridge

APPROVAL SIGNATURE: \_\_\_\_\_

Duane Peters, County Judge

*acting  
co.  
Judge*

DATE APPROVED: \_\_\_\_\_

APRIL 29, 2025



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of the following committee for RFP #CIP 25-593 Old Reliance Road - Phase II:

- a. Jimmy LeFlore - General Superintendent - Road & Bridge
- b. William "Bill" Hadley - Capital Project Manager - Road & Bridge
- c. Robert Perry - Area Supervisor - Road & Bridge
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineer of Record (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This committee will evaluate the proposals that are received for the rebuild of Old Reliance Road, Phase II for the Road and Bridge department. This project consists of the full-depth reconstruction of approximately 8,180 linear feet of Old Reliance Road, beginning roughly 630 feet south of Carrabba Road and extending to approximately 110 feet of Andert Road.

The reconstruction is necessary to improve safety, drivability, and drainage along this heavily used section of Old Reliance Road. The existing pavement has reached the end of its service life and no longer meets current standards for structural integrity or performance.





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of the following committee for RFP #CIP 25-593 Old Reliance Road - Phase II:

- a. Jimmy LeFlore - General Superintendent - Road & Bridge
- b. William "Bill" Hadley - Capital Project Manager - Road & Bridge
- c. Robert Perry - Area Supervisor - Road & Bridge
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineer of Record (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 04/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This committee will evaluate the proposals that are received for the rebuild of Old Reliance Road, Phase II for the Road and Bridge department. This project consists of the full-depth reconstruction of approximately 8,180 linear feet of Old Reliance Road, beginning roughly 630 feet south of Carrabba Road and extending to approximately 110 feet of Andert Road.

The reconstruction is necessary to improve safety, drivability, and drainage along this heavily used section of Old Reliance Road. The existing pavement has reached the end of its service life and no longer meets current standards for structural integrity or performance.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available

**APPROVED**

Duane Peters  
County Judge

Date

4/29/25



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Arrowhead Village Ph 1 Replat

DATE OF COURT MEETING: 4/29/2025

ITEM: Request for approval of the Final Plat of Arrowhead Village Phase 1, A Private Subdivision, being a Replat of Lot 1, Block 1, Bewley Addition Phase One; 23.096 Acres, S.W. Robertson Survey, A-202; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 04/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: This development is a private subdivision and does not affect the current year's budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 4/29/2025
6. Site of work being performed, if applicable: Property is located off Arrington Road.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Arrowhead - Ph 1 FP App Brzs Co \(exec 9-29-23\).pdf](#)

Application for Development

Backup Material

[Arrowhead Village-Private Subdivision-FP-2025-04-24.pdf](#)

Plat

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Arrowhead Village Ph 1 Replat

DATE OF COURT MEETING: 4/29/2025

ITEM: Request for approval of the Final Plat of Arrowhead Village Phase 1, A Private Subdivision, being a Replat of Lot 1, Block 1, Bewley Addition Phase One; 23.096 Acres, S.W. Robertson Survey, A-202; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 04/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**NOTES/EXCEPTIONS:**

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: This development is a private subdivision and does not affect the current year's budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 4/29/2025
6. Site of work being performed, if applicable: Property is located off Arrington Road.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
Arrowhead_-_Ph_1_FP_App_Brzs_Co_(exec_9-29-23).pdf	Application for Development	Backup Material
Arrowhead_Village-Private_Subdivision-FP-2025-04-24.pdf	Plat	Backup Material

**APPROVED**

  
Duane Peters /  Date

**Brazos County Road & Bridge Office**

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: [plats@brazoscountytexas.gov](mailto:plats@brazoscountytexas.gov)**PLAT APPLICATION**

BEWLEY ADDITION, PH1, BLK1, L1

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: 9/27/2023	RESUBMITTAL: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: ARROWHEAD VILLAGE - PHASE 1	
PROJECT ADDRESS OR LOCATION: 2327 ARRINGTON RD, COLLEGE STATION, TX 77845	
LEGAL DESCRIPTION: ARROWHEAD VILLAGE, PHASE 1, BLK 1, LOTS 1-12 & REPLAT OF	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 13	TOTAL ACREAGE 23.10
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> ETJ <input checked="" type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

\* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

TYPE OF APPLICATION		
<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN
<input checked="" type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input checked="" type="checkbox"/> REPLAT

APPLICATION PURPOSE		
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>Acknowledgment:</b> The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.	

TxDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DIGITAL FILE SUBMISSION		
COUNTY ENGINEER	<input checked="" type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file)	(Email To: <a href="mailto:plats@brazoscountytexas.gov">plats@brazoscountytexas.gov</a> )
911 ADDRESSING	<input checked="" type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file)	(Email To: <a href="mailto:gis@brazoscountytexas.gov">gis@brazoscountytexas.gov</a> )
CONTACT INFORMATION		



**APPLICANT INFORMATION**

FIRM NAME: ARROWHEAD VILLAGE PARTNERS, LLC

CONTACT: MICHAEL SCHAEFER

ADDRESS: 3743 CHACO CANYON DR.

CITY: COLLEGE STATION

STATE: TX

ZIP: 77845

PHONE: (979) 575-4180

FAX:

EMAIL: MICHAEL@SCHAEFERCUSTOMHOMES.NET

**PROPERTY OWNER INFORMATION**

FIRM NAME: (SAME AS APPLICANT)

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

FAX:

EMAIL:

**ENGINEER INFORMATION**

FIRM NAME: MCCLURE &amp; BROWNE

CONTACT: JEFF ROBERTSON

ADDRESS: 1008 WOODCREEK DR.

CITY: COLLEGE STATION

STATE: TX

ZIP: 77845

PHONE: (979) 693-3838

FAX:

EMAIL: JEFFR@MCCLUREBROWNE.COM

**SURVEYOR INFORMATION**

FIRM NAME: MCCLURE &amp; BROWNE

CONTACT: GREG HOPCUS

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

FAX:

EMAIL: GREGH@MCCLUREBROWNE.COM

**OTHER INFORMATION (ADDITIONAL APPLICANT INFORMATION)**

FIRM NAME: MGS SERVICES, INC.

CONTACT: MICHAEL SCHAEFER

ADDRESS: 3743 CHACO CANYON DR.

CITY: COLLEGE STATION

STATE: TX

ZIP: 77845

PHONE: (979) 575-4180

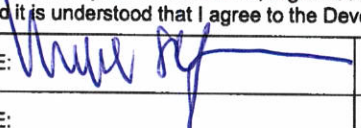
FAX:

EMAIL: MICHAEL@SCHAEFERCUSTOMHOMES.NET

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION



By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.

SIGNATURE: 	PRINTED NAME: <u>Milutina Schaefer</u>	DATE: <u>9/28/23</u>
SIGNATURE:	PRINTED NAME:	DATE:

By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

CALCULATIONS OF FEES					
MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100	PRELIMINARY PLAN:	\$150 + \$10 per lot
FINAL PLAT:	\$200 + \$20 per lot	AMENDING PLAT:	\$100	REPLAT:	\$200

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:
Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.	

### Application Check List:

Copies of finished plat with corrections (if any):

- ☐ Three (3) hard copies to Brazos County
- ☒ One (1) .pdf copy to Brazos County
- ☒ One (1) .dwg copy to Brazos County
- ☒ One (1) hard copy to Brazos County Health District
- ☒ One (1) hard copy to Brazos County 911
- ☒ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☐ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☐ Letter from Brazos County 911 - For Road names.
- ☐ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☐ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.

## SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☒ Title Block with the following information:
  - ☒ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☒ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
  - ☒ Date of preparation. (Include the date of any revisions on the plat.)
  - ☒ Engineer's scale in feet.
  - ☒ Total area intended to be developed.
  - ☒ Proposed number of Lots to be developed.
  - ☒ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☒ North arrow.
- ☒ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☒ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☒ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☒ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☒ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☒ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- ☒ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☒ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☒ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☒ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- ☒ Pipelines: label company with volume and page.
- ☒ All certification language as found in Appendix C.
- ☒ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☒ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☒ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.
- ☒ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and



distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)

- ☒ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernstein® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☒ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☒ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☒ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☒ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☒ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☒ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☒ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☒ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☒ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

- ☒ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☒ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☒ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☒ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☒ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☒ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☒ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- ☒ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☒ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☒ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☒ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.



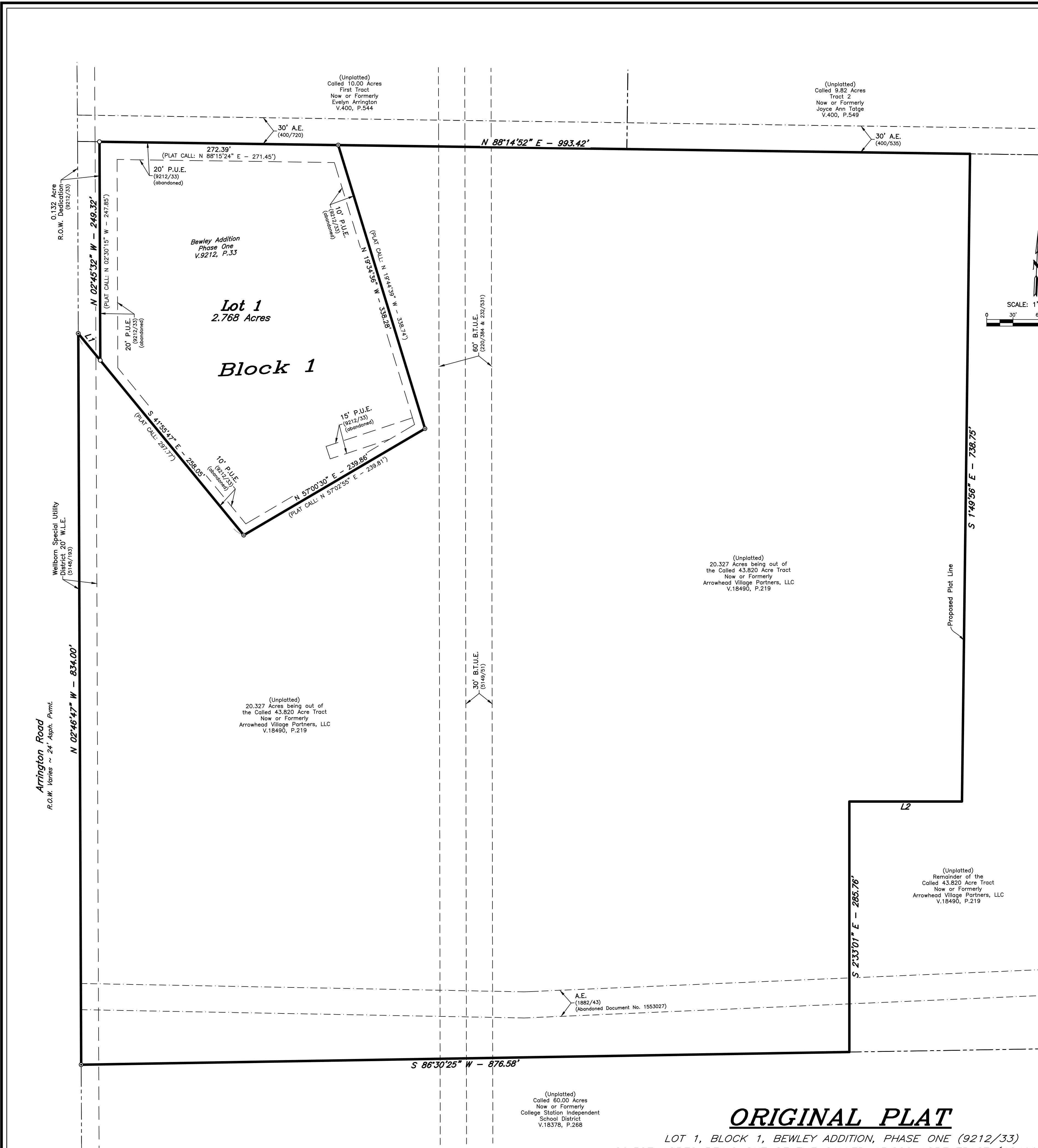
## FINAL PLAT APPLICATION REQUIREMENTS

**Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:**

- ☒ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☒ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☒ Locations of existing and proposed private alleys.
- ☒ Locations of existing and proposed public areas.
- ☒ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☒ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☒ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☒ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.







**ORIGINAL PLAT**  
LOT 1, BLOCK 1, BEWLEY ADDITION, PHASE ONE (9212/33)  
20.327 ACRES BEING OUT OF THE CALLED 43.820 ACRE TRACT (18490/219)

CERTIFICATE OF OWNERSHIP AND DEDICATION  
STATE OF TEXAS  
COUNTY OF BRAZOS  
We, Arrowhead Village Partners, LLC, owner(s) and developer(s) of the land shown on this plat, and designated herein as the ARROWHEAD VILLAGE PHASE 1 SUBDIVISION, being all of the tract of land as conveyed to me in the Official Public Records of Brazos County in Volume 18490, Page 219 and on the Final Plat recorded in Volume 9212, Page 33 and whose name is subscribed hereto, hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown hereon for the purposes identified.

By: Michael G. Schaefer, Manager

STATE OF TEXAS  
COUNTY OF BRAZOS  
Before me, the undersigned authority, on this day personally appeared Michael G. Schaefer, as Manager of Arrowhead Village Partners, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose stated. Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION  
STATE OF TEXAS  
COUNTY OF BRAZOS  
We, MGS Services, Inc., owner(s) and developer(s) of the land shown on this plat, and designated herein as the ARROWHEAD VILLAGE PHASE 1 SUBDIVISION, being all of the tract of land as conveyed to me in the Official Public Records of Brazos County in Volume 12754, Page 159 and whose name is subscribed hereto, hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown hereon for the purposes identified.

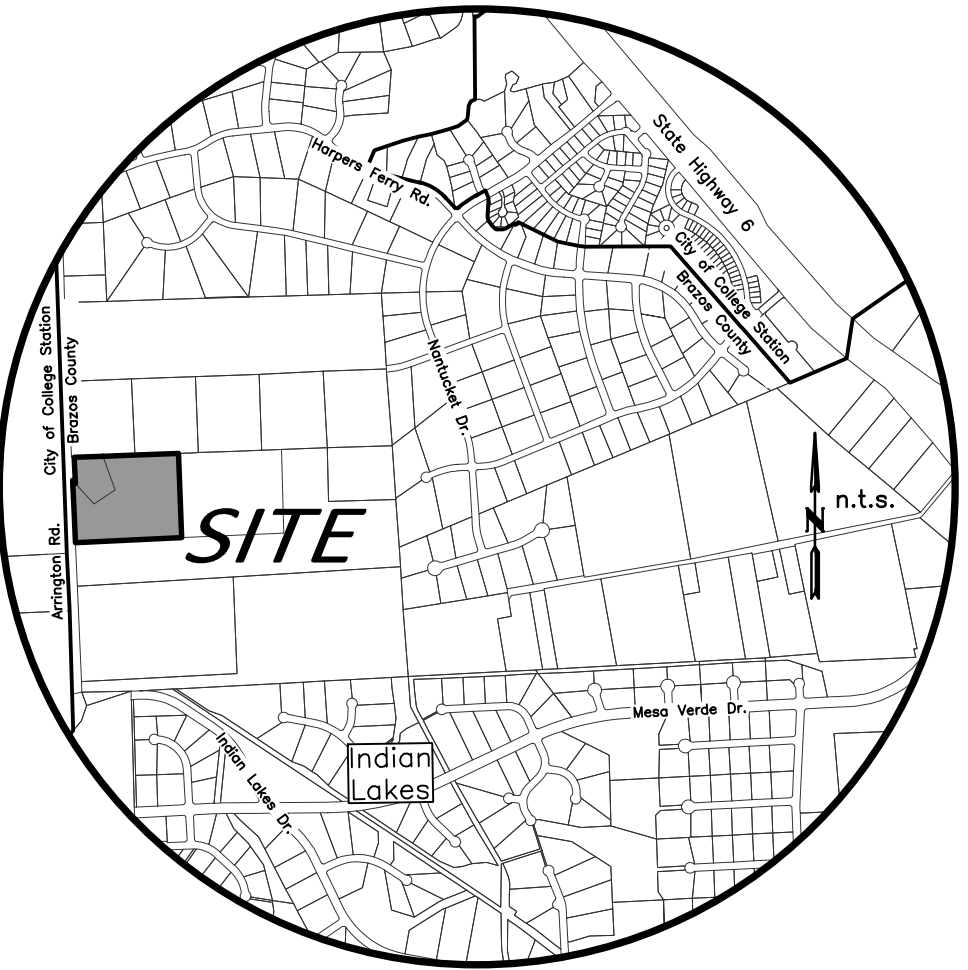
By: Michael Schaefer, President

STATE OF TEXAS  
COUNTY OF BRAZOS  
Before me, the undersigned authority, on this day personally appeared Michael Schaefer, as President of MGS Services, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose stated. Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, Brazos County, Texas

CERTIFICATE OF CITY ENGINEER  
I, \_\_\_\_\_ City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

City Engineer  
City of College Station



**VICINITY MAP**

CERTIFICATE OF APPROVAL  
This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas, as the Final Plat of such subdivision on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Signed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Judge  
Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR  
I, \_\_\_\_\_, Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Administrator  
City of College Station

CERTIFICATION BY THE COUNTY CLERK

County Clerk, Brazos County, Texas

CERTIFICATION OF THE SURVEYOR  
STATE OF TEXAS  
COUNTY OF BRAZOS  
I, Cody Karisch, Registered Professional Land Surveyor No. 7004, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground, and that the metes and bounds describing said subdivision will describe a closed geometric form.

Cody Karisch, R.P.L.S. No. 7004

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 41°55'47" E	39.58'
L2	S 87°26'59" W	128.47'
L3	N 57°00'30" E	40.02'
L4	S 87°26'59" W	45.92'
L5	N 47°12'17" W	35.57'
L6	S 42°47'43" W	35.14'
L7	N 47°39'47" W	35.42'
L8	N 42°20'13" E	35.29'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.
C1	36°24'40"	25.00'	15.89'	8.22'	N 16°20'48" E
C2	253°44'06"	50.00'	221.43'	-66.67'	S 87°41'05" W
C3	37°19'26"	25.00'	16.29'	8.44'	S 20°31'15" E
C4	18°35'04"	170.41'	55.28'	27.88'	N 85°23'16" W
C5	16°34'55"	235.00'	68.01'	34.24'	N 84°15'34" W
C6	16°34'54"	165.00'	47.75'	24.04'	S 84°15'33" E
C7	9°21'24"	234.97'	38.37'	19.23'	S 80°38'47" E

**FINAL PLAT**

**ARROWHEAD VILLAGE  
PHASE 1**  
Private Subdivision

LOTS 1-12, BLOCK 1; LOT 1R, BLOCK 1;  
COMMON AREAS A, B, C, D &  
AND 0.555 ACRE R.O.W. DEDICATION

BEING A REPLAT OF LOT 1, BLOCK 1, BEWLEY ADDITION,  
PHASE ONE, RECORDED IN VOLUME 9212, PAGE 33  
AND 20.327 ACRES BEING OUT OF THE CALLED 43.820 ACRE  
ARROWHEAD VILLAGE PARTNERS, LLC TRACT  
RECORDED IN VOLUME 18490, PAGE 219  
23.096 ACRES

S.W. ROBERTSON SURVEY, A-202  
BRAZOS COUNTY, TEXAS

SEPTEMBER, 2023  
SCALE 1" = 60'

Owner:  
Arrowhead Village Partners, LLC  
2321 Arrington Road  
College Station, Texas 77845  
(979) 575-4180

Surveyor:  
MGS Services, Inc.  
2321 Arrington Road  
College Station, Texas 77845  
(979) 575-4180

Surveyor:  
McClure & Browne Engineering/Surveying, Inc.  
1008 Woodcreek Dr., Suite 103  
College Station, Texas 77845  
(979) 693-3838  
Texas Firm Registration No. 10103300



## FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas and being part of the called 43,820 acre tract described in the deed from Michael R. Bewley and wife, Kathy Gregory Bewley and Rick Brennen to Arrowhead Village Partners, LLC recorded in Volume 18490, Page 219 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.T.) and all of Lot 1, Block 1, BEWLEY ADDITION, PHASE ONE according to the Final Plat recorded in Volume 9212, Page 33 (O.P.R.B.C.T.) and being further described in the deed from Michael G. Schofer to MGS Services, Inc. recorded in Volume 12754, Page 159 (O.P.R.B.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING:** at a found 1/2-inch iron rod marking the common southwest corner of this herein described tract and the called 43,820 acre Arrowhead Village Partners, LLC tract, said rod also marking the most westerly north corner of the called 60.00 acre College Station Independent School District tract recorded in Volume 18378, Page 268 (O.P.R.B.C.T.) and being in the east right-of-way of Arrington Road (width varies), from whence a found 1/2-inch iron rod marking the southwest corner of the called 60.00 acre College Station Independent School District tract bears S 02°46'47" E at a distance of 181.12 feet for reference;

**THENCE:** N 02°46'47" W along the east right-of-way of said Arrington Road for a distance of 834.00 feet to a found 1/2-inch iron rod marking the most westerly north corner of this tract, said iron rod also marking the southwest corner of the called 0.132 acre right-of-way dedication tract of said BEWLEY ADDITION, PHASE ONE;

**THENCE:** along the common line of this tract, the called 0.132 acre right-of-way dedication tract and said Lot 1, Block 1 for the following two (2) calls:

- 1) S 41°55'47" E for a distance of 39.58 feet to a 1/2-inch iron rod set for an interior corner of this tract, and
- 2) N 02°45'32" W for a distance of 249.32 feet to a 1/2-inch iron rod set for the common northwest corner of this tract and said Lot 1, Block 1, said iron rod also marking the northeast corner of the called 0.132 acre right-of-way dedication tract and being in the south line of the called 10.00 acre Evelyn Velm Arrington First Tract recorded in Volume 400, Page 544 of the Brazos County Deed Records (B.C.D.R.);

**THENCE:** N 88°14'52" E along the fenced common line of this tract, said Lot 1, Block 1, the called 10.00 acre Arrington First Tract and the called 9.82 acre Joyce Ann Tatge Tract 2 recorded in Volume 400, Page 549 (B.C.D.R.), at 272.39 feet, pass a found 5/8-inch iron rod marking the northeast corner of said Lot 1, Block 1 and the northwest corner of the called 43,820 acre Arrowhead Village Partners, LLC tract, continue for a total distance of 993.42 feet to a 1/2-inch iron rod set for the northeast corner of this herein described tract, from whence a found 1/2-inch iron rod marking the northeast corner of the called 43,820 acre Arrowhead Village Partners, LLC tract bears N 88°14'52" E at a distance of 974.82 feet;

**THENCE:** into the interior of the called 43,820 acre Arrowhead Village Partners, LLC tract for the following three (3) calls:

- 1) S 01°49'56" E for a distance of 738.75 feet to a 1/2-inch iron rod set for an exterior corner of this tract, and
- 2) S 87°26'59" W for a distance of 128.47 feet to a 1/2-inch iron rod set for an interior left corner of this tract, and
- 3) S 02°33'01" E for a distance of 285.76 feet to a 1/2-inch iron rod set for the southeast corner of this tract, said iron rod also being in the north line of the called 60.00 acre College Station Independent School District tract, from whence a found 1/2-inch iron rod marking the southeast corner of the called 43,820 acre Arrowhead Village Partners, LLC tract bears N 86°30'25" E at a distance of 1,110.21 feet for reference;

**THENCE:** S 86°30'25" W along the common line of this tract and the called 60.00 acre College Station Independent School District tract for a distance of 876.58 feet to the POINT OF BEGINNING and containing 23.096 acres of land.

This survey does not constitute a title search by Surveyor. All information regarding record easement and other documents that might affect the quality of title to tract shown hereon was gained from title records, 24052380S, effective date of November 18, 2024 and OF No. 24052390S, effective date of November 24, 2024 by University Title Company. The following comments correspond to the items as numbered in the above referenced reports:

- Exception Items:
- a. Restrictions recorded in Volume 9212, Page 33 (on plot), Official Records, Brazos County, Texas.
  - b. Easement from Mrs. J. B. (Kate) Leski to Sinclair Refining Company, dated August 30, 1947, recorded in Volume 132, Page 71, Deed Records, Brazos County, Texas. (Blanket)
  - c. Easement from Joe L. Albright to City of Bryan, dated May 25, 1962, recorded in Volume 220, Page 384 and Volume 232, Page 531, Deed Records, Brazos County, Texas. (Shown on survey)
  - d. Easement from Leonard R. Bewley to City of Bryan, dated February 17, 1981, recorded in Volume 479, Page 264, Deed Records, Brazos County, Texas. (Blanket)
  - e. Easement from Audrey L. Bewley to City of Bryan, dated August 17, 1983, recorded in Volume 620, Page 370, Official Records, Brazos County, Texas. (Blanket)
  - f. Easement from Leonard R. and Audrey L. Bewley Revocable Living Trust to Williams Communications, Inc., dba Vvix, Inc. dated July 23, 1999, recorded Volume 3622, Page 5, Official Records, Brazos County, Texas. (No evidence of pipeline on subject tract. Communications easement located within 15' the apparent CITGO pipeline.)
  - g. Easement from The Leonard R. Bewley and Audrey L. Bewley Revocable Living Trust to Wellborn Special Utility District, dated May 11, 1999, recorded in Volume 3645, Page 300, Official Records, Brazos County, Texas. (15' Wide - Along the apparent east Right-of-Way of Arrington Road)
  - h. Easement from The Leonard R. Bewley and Audrey L. Bewley Revocable Living Trust, et al to Wellborn Special Utility District, dated September 28, 2002, recorded in Volume 5148, Page 193, Official Records, Brazos County, Texas. (Shown on survey)
  - i. Easement from Leonard R. Bewley, et ux to City of Bryan dba Bryan Texas Utilities "BTU", dated December 18, 2002, recorded in Volume 5149, Page 51, Official Records, Brazos County, Texas. (Shown on survey)
  - j. Terms, Conditions, and Stipulations in the Catholic Protection Unit Agreement by and between The Estate of Audrey L. Bewley and CITGO Products Pipeline Company, dated November 7, 2005, recorded in Volume 7160, Page 85, Official Records, Brazos County, Texas.

## FINAL PLAT

### ARROWHEAD VILLAGE PHASE 1

Private Subdivision

LOTS 1-12, BLOCK 1; LOT 1R, BLOCK 1;  
COMMON AREAS "A" THROUGH "C"  
AND 0.555 ACRE R.O.W. DEDICATION

BEING A REPLAT OF LOT 1, BLOCK 1, BEWLEY ADDITION,  
PHASE ONE, RECORDED IN VOLUME 9212, PAGE 33  
AND 20.327 ACRES BEING OUT OF THE CALLED 43,820 ACRE  
ARROWHEAD VILLAGE PARTNERS, LLC TRACT  
RECORDED IN VOLUME 18490, PAGE 219

23.096 ACRES

S.W. ROBERTSON SURVEY, A-202

BRAZOS COUNTY, TEXAS

SEPTEMBER, 2023

SCALE 1" = 60'

Owner:  
Arrowhead Village Partners, LLC  
2321 Arrington Road  
College Station, Texas 77845  
(979) 575-4180

Owner:  
MGS Services, Inc.  
2321 Arrington Road  
College Station, Texas 77845  
(979) 575-4180

Surveyor:  
McClure & Browne Engineering/Surveying, Inc.  
1008 Woodcreek Dr., Suite 103  
College Station, Texas 77845  
(979) 693-3838

Texas Firm Registration No. 10103300

Surveyor's Seal

MB

2

OF 2 SHEETS

## GENERAL NOTES

1. **ORIGIN OF BEARING SYSTEM:** The bearing system and actual measured distances to the monuments are consistent with the deed recorded in Volume 18490, Page 219 of the Official Public Records of Brazos County, Texas.
2. **According to the Flood Insurance Rate Map (FIRM) for Brazos County, Texas and Incorporated Areas, Map Number 4804100325E, Map revised May 16, 2012, this property is not located in a Special Flood Hazard Area.**
3. **Land Use:** 13 single family residential lots. This property is currently located in the Extra-Territorial Jurisdiction and is not zoned.
4. **Unless otherwise noted, all distances shown along curves are arc distances.**
5. **The water supplier for this development is the Wellborn Special Utility District. Bryan Texas Utilities will provide electric service for the subdivision.**
6. **All lots shall be constructed within 500 feet of a fire hydrant as measured along the Right-of-Way. City of College Station water system design standards and fire flow requirements shall be met.**
7. **Building Line Setbacks:**  
Side: 15'  
Front: 50'  
Rear: 25'
8. **No on-site sewage facility (OSSF) Authorization to Construct permit for an individual lot will be issued without first having a site evaluation report on file for that individual lot. The site evaluation must be done by a state licensed site evaluator and include a soil survey.**
9. **Drainage of the lots will follow natural drainage patterns. Borrow ditches will convey runoff to culvert structures or to natural drainages. The existing drainage ways shall be preserved in their condition and the natural flow of water in the existing drainage ways shall not be obstructed.**
10. **Lots to be sewered by individual On-Site Sewage Facilities (OSSF) which must comply with all county & state OSSF regulations. All OSSF construction must have a "Authorization to Construct" permit issued by the Brazos County Health Department. This permit ensures compliance with the county order adopted by the Commissioners Court of Brazos County, pursuant to the provisions of section 21.084 of the Texas Water Code. OSSF disposal areas shall not encroach the 100' or 150' sanitary zone of a private or public well, respectively.**
11. **Where electric facilities are installed, BTU has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace said facilities upon, over, under, and across the property included in the P.U.E., and the right of ingress and egress on property adjacent to the P.U.E. to access electric facilities.**
12. **All lots are subject to the requirements and restrictions delineated in the covenants, conditions, reservations and restrictions of the subdivision.**
13. **All streets located within the subdivision shall be private. A gated entrance will be installed at the Arrington Road entry. Maintenance of all streets shall be the responsibility of the Homeowners' Association for the subdivision.**
14. **All H.O.A. Common Areas and Improvements shall be owned and maintained by the Homeowners' Association for the subdivision.**
15. **Private Drainage Easements shall be maintained by the Homeowners' Association for the subdivision.**
16. **No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Brazos County Floodplain administrator.**
17. **A minimum of two trees of at least 2 inches in caliper or one tree of 4 inches in caliper shall be planted on each new single-family home lot.**
18. **There is a 16' Public Utility Easement along the Right-of-Way frontage of all lots.**
19. **There is a 20' Public Utility Easement centered on all side and rear property lines. Public Utility Easements widths vary on the exterior boundary lines. (Refer to Replat)**
20. **All Private Right-of-Ways will be owned and maintained by the Arrowhead Village Homeowners Association.**
21. **Utility companies will have full access to cross all Private Right-of-Ways.**
22. **Acresage:**  
Average Lot Size: 1.095 Acres (excluding Lot 1R)  
R.O.W. Dedication: 2.380 Acres  
Total Common Areas: 0.555 Acres  
Total Common Areas: 4.501 Acres
23. **All existing structures located within and on Phases 1-3 shall be removed prior to any development of each phase.**
24. **Permits for cul-de-sac, block length and street projection requirements were approved by the Planning and Zoning Commission on November 7, 2024.**
25. **In approving this plat by the Commissioner's Court of Brazos County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.**
26. **It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and Development of this property. The County assumes no responsibility for the accuracy of representations by the other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.**
27. **Except where otherwise indicated, 1/2-inch iron rods are set at each lot corner:**  
● - 1/2" Iron Rod Found (CM)  
○ - 1/2" Iron Rod Set  
◉ - 5/8" Iron Rod Found (CM)

## Abbreviations:

- A.E. - Access Easement
- B.T.U.E. - Bryan Texas Utilities Easement
- H.O.A. - Homeowners Association
- P.O.B. - Point of Beginning
- Private - Private
- Pr.D.E. - Private Drainage Easement
- P.U.E. - Public Utility Easement
- R.O.W. - Right of Way
- W.L.E. - Wellborn Easement
- CM - Controlling Monument

## Brazos County Subdivision Regulations:

- §1. Development Notes:**  
No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Brazos County Floodplain administrator. The minimum finished floor elevation shall be one (1) foot higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the building, or two (2) feet above the Base Flood Elevation ("BFE"), whichever is higher.
- §2. Mailboxes:**  
Rural mailboxes shall be set five (5) feet from the edge of the pavement or behind curbs, when used. All mailboxes within county official right-of-way shall meet the current NDOT standards. Any mailbox that does not meet this requirement may be removed by Brazos County.
- §3. Single-Family Residential Development:**  
For Single-Family Residential Developments or Manufactured Home Communities, Neighbor Delivery and Collection Box Units ("NDCBU's"), or community mailboxes, shall be required. If possible, these mailboxes shall be located on low volume intersecting roadways or on private property. Locations for the NDCBU's shall be shown on the construction Plans.

## §4. Roadway Construction:

- In approving this plat by the Commissioner's Court of Brazos County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
- §4.1. Owner's Responsibilities:**  
It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and Development of this property. The County assumes no responsibility for the accuracy of representations by the other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

## Brazos County Private Subdivision Regulations:

- A.1. Privately maintained Streets shall be permitted only within a Subdivision satisfying all of the following criteria:**
  - a) If the gated, the streets to be restricted to private maintenance shall not include arterial roads or collector roads.
  - b) If the subdivision is not intended to be gated, the private maintenance may extend to Arterial Roads only if the County Engineer is satisfied that the maintenance entity will have sufficient power, authority, and fiscal means to maintain the roadway.
  - c) A Homeowners Association/Property Owners Association or district, as approved by the Brazos County Commissioner's Court, which includes all property to be served by the privately maintained Streets, will be formed.
  - d) The Subdivision conforms to any other special guidelines for privately maintained Street Developments as may be approved separately by the County.

## A.2. Private Street Notes:

- It is understood that on approval of this plat by the Commissioner's Court of Brazos County, Texas, the building of all Streets, Roads and other public thoroughfares delineated and shown on this plat as privately maintained, and all bridges and culverts necessary to be constructed or placed in such Streets, Roads and other public thoroughfares, or in connection therewith, shall remain the responsibility of the Owner, Homeowners Association/Property Owners Association, or other maintenance entity and/or Applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. The Commissioner's Court assumes no obligation to build the Streets, Roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith. "See Appendix F.1 for additional acknowledgements that may be required for private Streets."

## A.3. Emergency Vehicle Notes:

- Streets shall be maintained to such a standard which will allow emergency vehicles access for the Road design speed in perpetuity by the Owner and all future Owners of property within this Subdivision.

## A.4. County Service Notes:

- Certain County services may not be provided for privately maintained Streets. Among the services which may not be provided are: routine law enforcement patrols, enforcement of traffic and parking regulations, and preparation of accident reports.

## A.5. Release Notes:

- The Homeowners Association/Property Owners Association or district, as Owner of the privately maintained Streets and appurtenances, agrees to release, indemnify, defend and hold harmless the County, any other governmental entity and any public utility entity for damages to privately maintained streets that may be occasioned by the reasonable use of the privately maintained streets by same, or for damages and injury (including death) arising from the condition of the privately maintained Streets, use of access gates or cross-overs, or use of the Subdivision by the County or any other governmental or utility entity.

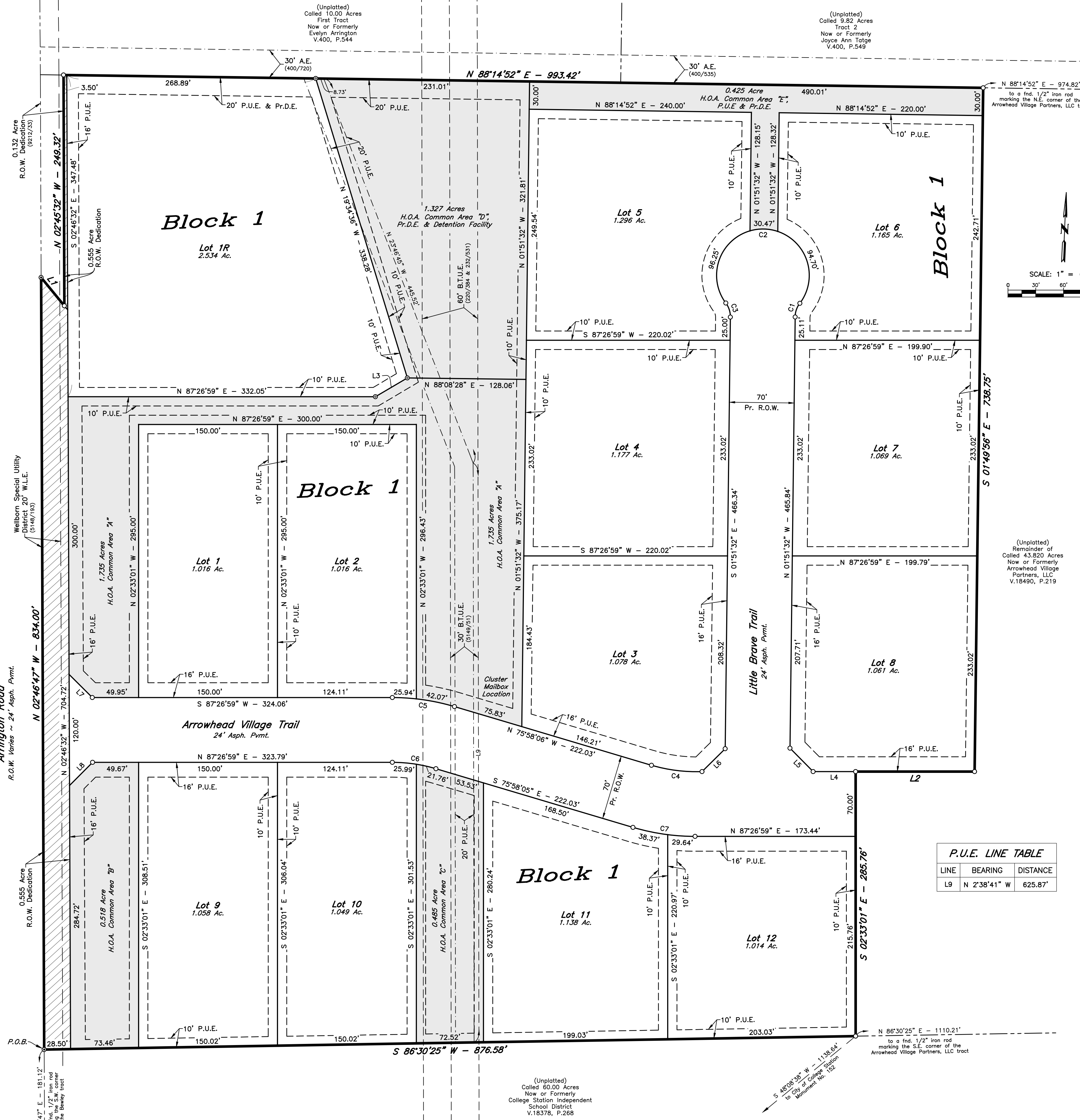
## A.7. Deed Note:

- Every deed shall contain a notice to the grantee that all designated Streets are privately maintained, that the property owners shall be perpetually liable for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire and emergency medical services.

## P.U.E. LINE TABLE

LINE	BEARING	DISTANCE
L9	N 2°38'41" W	625.87'

Lot	Block	Culvert Size
1	1	18"
2	1	18"
3	1	18"
4	1	24"
5	1	18"
6	1	18"
7	1	18"
8	1	18"
9	1	18"
10	1	18"
11	1	18"
12	1	18"



REPLAT

(Unplotted)  
Called 60.00 Acres  
Now or Formerly  
College Station Independent  
School District  
V.18378, P.268

(Unplotted)  
Called 9.82 Acres  
Tract 2  
Now or Formerly  
Joyce Ann Tatge  
V.400, P.549

Wellborn Special Utility  
District  
(5148/193)

Arrington Road  
R.O.W. Varies ~ 24' Asph. Pmnt.

0.555 Acres  
R.O.W. Dedication

S 2°46'47" E - 181.12'  
to a found 1/2" iron rod  
marking the N.E. corner of the  
Bewley tract

N 86°30'25" E - 1110.21'  
to a found 1/2" iron rod  
marking the N.E. corner of the  
Arrowhead Village Partners, LLC tract

S 48°08'08" W - 118.64'  
to a found 1/2" iron rod  
marking the N.E. corner of the  
College Station Independent School District



**ATTACHMENTS:**

## Budget Amendment

**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR**

**NO. 24/25 28.01**

On this the 29<sup>th</sup> day of April 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


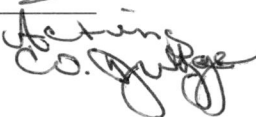
The following proceedings were held:

**THAT WHEREAS**, on the 29<sup>th</sup> day of April 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 29<sup>th</sup> day of April 2025.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

By:   
Duane Peters, County Judge / 

Original: County Clerk's Office and  
Attached to the original budget



4/29/2025

General Fund

Date:

County Judge Approval

Date \_\_\_\_\_

[illegible]

REQUESTING DEPARTMENT 10002000 - Veteran Services

## FY 2025

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
01000	10002000	46023000	Donations - Other	100.00
TOTAL REVENUES				\$ 100.00

## EXPENSE BUDGET

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
01000	10002000	61235000	Donations - Other	\$ 100.00
<b>TOTAL EXPENSES</b>				<b>\$ 100.00</b>

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 of \$100 from Navasota Elks Lodge #2888 to be used for veterans in need of assistance.  
Donation was approved on April 22, 2025.

ELECTED OFFICIAL OR DEPARTMENT HEAD SIGNATURE

Kadi Cui

CERTIFIED BY AUDITOR

DATE \_\_\_\_\_

4-22-25

DATE \_\_\_\_\_

**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Veteran Service Office      NUMBER:

DATE OF COURT MEETING: 4/22/2025

ITEM: Approval requested from the Veterans Service Office for acceptance of a \$100.00 check donation from Navasota Elks Lodge #2888 to be used for Veterans in need of assistance.

TO: Commissioners Court

FROM: Pamela Robertson

DATE: 04/14/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Donation from Navasota Elks Lodge #2888 to be used for Veterans in Need  
Check #1133 in the amount of \$100.00

**ATTACHMENTS:**

**File Name**  
elks.pdf

**Description**  
Donation Form

**Type**  
Cover Memo



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

Date: 04/14/2025

☒ 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: Donation from Navasota Elks Lodge #2888

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 \_\_\_\_\_

Additional Description/Information: Donation from Navasota Elks Lodge #2888

Check# 1133 in the amount of \$100.00

Estimated Value: \$ 100.00

Check box if the donated property is in possession of the County department.


<b>Acceptance of Donated Property</b>	<b>Donation of County Property</b>
<div>Check the appropriate account based on estimated value of property being accepted:</div> <div style="margin-top: 10px;"><input checked="" type="checkbox"/> 61235000 (Donation - Other)* <input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999) <input type="checkbox"/> 80010000 (Capital Property - Over \$5000)</div> <div style="margin-top: 10px;"><i>For Budget use only</i></div>	<div>Check the appropriate entity property being donated to:</div> <div style="margin-top: 10px;">Government Entity: _____ Organization Name</div> <div style="margin-top: 10px;">Other (Due to Statutory requirements prior approval is required by Purchasing: _____ Organization Name</div>

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

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: 10002000  
Division

Veteran Service Office  
Department Name

  
Authorized Signature

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

Approved by Commissioners Court on this \_\_\_\_\_ day of \_\_\_\_\_.

Commissioners Court Approval \_\_\_\_\_

<i>For Treasurer's Use Only</i>	
Division: _____	
Account: <u>46023000</u>	



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: • Approval of Personnel Change of Status

TO: Commissioners Court

DATE: 04/24/2025

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:**

**File Name**

**Description**

**Type**

[Employment Separations - Public - 04-29-25.pdf](#)

Cover Sheet

Cover Memo



# Personnel Change of Status

( Apr 24, 2025 )

Commissioners' Court Date: 04-29-2025  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on

## Employment

Department Name	Employee Name
Exposition Center - Administration	Penny, Morgan
Juvenile Services - Detention	Foster, Chahnyce
Juvenile Services - Detention	Gibson, Latoria
Juvenile Services - Detention	Pias, Brandon
Juvenile Services - Detention	Ramirez, Robert
Juvenile Services - Detention	Rogers-Moore, Dymon
Juvenile Services - Detention	Rojas, Arely
Juvenile Services - Detention	Sanchez, Jacqueline
Juvenile Services - Detention	Vela, John
Sheriff Office - Jail Administration	Oaks, Tameka
Sheriff Office - Jail Administration	Reed, Russell

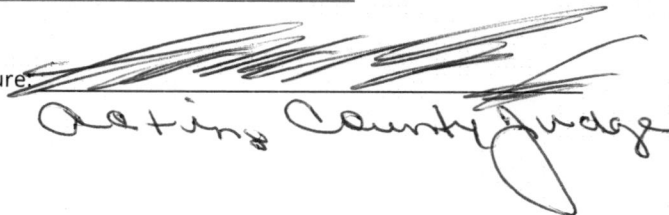
## Separations

Department Name	Employee Name
Jail Medical Services	Ates, Chastity

## Personnel Action Forms

Department Name	
Emergency Management - Administration	Morris, Jason
Juvenile Services - Detention	Douglas, Marcus
Sheriff's Office - Administration	Ellsworth, Tucker
Sheriff's Office - Administration	Lopez-Felix, Monica
Sheriff's Office - Administration	Montoya, Patrick
Sheriff's Office - Administration	O'Brien, Austin
Sheriff's Office - Administration	Pierce, Mary
Sheriff's Office - Administration	Sikes, Sarah
Sheriff's Office - Jail Administration	Turner, Joshua

Approved in Commissioners' Court:  
County Judge's or Commissioner's Signature:

  
Acting County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Approval of Payment of Claims:  
• a. 8209315 - 8209436  
• b. 9204165 - 9204245

TO: Commissioners Court

DATE: 02/18/2025

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="#">Bill_List-Public_04.29.25.pdf</a>	Payment of Claims	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 4/29/2025  
ITEM: Approval of Payment of Claims:  
• a. 8209315 - 8209436  
• b. 9204165 - 9204245  
TO: Commissioners Court  
DATE: 02/18/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

Bill\_List-Public\_04.29.25.pdf  
Bill\_List-Internal\_04.29.25.pdf

**Description**

Payment of Claims  
Payment of Claims - Internal

**Type**

Backup Material  
Backup Material

ATTEST: *Karen McQueen*  
KAREN MCQUEEN  
COUNTY CLERK

**APPROVED**

*[Signature]*  
Duane Peters  
County Judge

*4/29/25*  
Date

# Bill List Commissioners Court

Time run: 4/25/2025 10:29:50 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	Antho*****		ADV000307264089	117.00
			Chris*****dano		TRVL000308183239	(739.40)
			Chris*****ott		ADV000307264088	117.00
			Chris*****pando		ADV000308914524	2,401.44
			Donal*****		ADV000306935748	117.00
			Johnn*****		ADV000307101782	190.00
			Nesha*****		ADV000295252506	659.29
			Paul *****		TRVL000308647084	(453.94)
			Peter*****		ADV000307326560	117.00
			Phili*****		ADV000307101776	190.00
			Selwy*****		ADV000295252370	659.29
			Sinai*****		ADV000295252438	659.29
			Tony *****		ADV000307094714	117.00
			Wendy*****ing		ADV000308826887	1,473.13
01000-00000000-27060000-00000-0000-000000	General Fund-No Value-Copier Paper-No Value-No Value-No Value	94806	Perry	250003241	IN-1578491	5,638.80
					IN-1578602	3,759.20
01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-069182	4,319.86
01000-00000000-27150000-00000-0000-000000	General Fund-No Value-Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-067176*	5,011.19
01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-067176*	13,710.12
					INV-069182	13,040.44
01000-00000000-30014000-00000-0000-000000	General Fund-No Value-A/P Bryan Pd (Arr Fees)-No Value-No Value-No Value	19277	City *****		QE 033125 BPD	802.07
					QE 033125 CM	1.82
01000-00000000-30018000-00000-0000-000000	General Fund-No Value-A/P CSPD (Arr Fees)-No Value-No Value-No Value	94564	City *****on		QE 303125	1,057.90
01000-00000000-30074000-00000-0000-000000	General Fund-No Value-A/P TAMU Police Dept (Arr Fees)-No Value-No Value-No Value	97251	Texas*****		QE 033125	3,484.47
01000-00000000-30341000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Expo Center-No Value-No Value-No Value	103050	Still*****h Inc- Refund		R14606	500.00
		103200	Labla*****d		R29885	300.00
		103201	The B***** of Bryan Texas - Refund		R29034	1,000.00
01000-00000000-37014100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 4-No Value-No Value-No Value	8253	Texas*****e Department		4015-11406N	17.00
					4024-00483N	45.05
					4025-00135N	93.50
					4025-00137N	96.05
					4025-00168N	80.75
01000-00000000-37200100-00000-0000-000000	General Fund-No Value-Deferred Revenue \- District Clerk-No Value-No Value-No Value	103208	Stewa*****y Company - Refund		StewartTitleRefund	100.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-10000100-61060000-00000-0000-000000	General Fund-County Judge \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup	250003297	LPO2090784 - 2025	50.00
01000-10000100-61110000-00000-0000-000000	General Fund-County Judge \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	6313	Texas*****Counties	250003220	367294	275.00
01000-10002000-61801000-00000-0000-000000	General Fund-Veteran Services-Travel-No Value-No Value-No Value	Employee	Pamel*****		TRVL000308194566	2,684.79
01000-10500000-61750000-00000-0000-000000	General Fund-Budget Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000057	287310376020X04082025	41.88
01000-11000500-61010000-00000-0000-000000	General Fund-Non\ -Departmental-Advertising \- Legal Notices-No Value-No Value-No Value	95234	Thryv*****	250000361	610063090003	93.00
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000589	2043085 0325	214.70
		7490	Colle*****ties	250000585	4714752976 0325	220.08
01000-11002000-73120000-00000-0000-000000	General Fund-Community Support-Brazos Animal Shelter-No Value-No Value	938	Aggie*****ety	250000780	FY25 0525	17,416.66
01000-11002000-73420000-00000-0000-000000	General Fund-Community Support-Brazos Valley Economic Development Cor-No Value-No Value	7130	Brazo*****c Development Corporation	250000564	FY25 0425	29,166.66
01000-11003000-73265000-00000-0000-000000	General Fund-County Fire Protection-Bryan EMS Protection-No Value-No Value-No Value	19277	City *****	250000509	0016	126,825.00
01000-11004000-61950000-00000-0000-000000	General Fund-County Welfare-Welfare Contribution-No Value-No Value-No Value	90303	Hilli*****	250000382	9270	300.00
01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Costs-No Value-No Value-No Value	91994	Words*****		25007	3,028.45
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	800687	Shime*****		2501206	650.00
		802205	Cune,*****		2401929	650.00
					2403245	650.00
		802239	Gimbe*****		2500003	650.00
01000-11010000-72201200-00000-1102-000000	General Fund-Court Support \- Criminal-Expert Witness Fees \- CCL#1-No Value-Adult Felony-No Value	96520	Thoma*****		2202277	4,050.00
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	101451	Navar*****rney at Law		2402006	650.00
					2500301	650.00
		801423	Davis*****		2500360	650.00
		802239	Gimbe*****		2500030	650.00
01000-11010000-72203000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys	103179	Meece*****		Meece Unfiled 41025A	230.00



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72203000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-No Value-No Value	103179	Meece*****		Meece Unfiled 41025B	0.00
01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	102828	Sarah*****LLC		Wilkinson Unfiled 42125	1,000.00
		800568	Lewis*****y		Lewis Rejected 41725	1,000.00
01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	100000	Law O***** Andreski, PC		Andreski Unfiled 42125	650.00
		103179	Meece*****		Meece Unfiled 41025B	220.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	102621	Law O*****Medina PLLC		130-J-25 41625	150.00
					15-J-24 42325	401.00
					238-J-24 42325	399.00
		801423	Davis*****		031-J-25 42325	650.00
					257-J-24 4325	225.00
		95315	Law O*****Maltsberger		387-J-24 41725	150.00
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	102621	Law O*****Medina PLLC		2404668	675.00
					2404669	600.00
		800080	Banks*****ys at Law PC		2002106	1,750.00
		801811	Granb*****		1904644	500.00
					1904645	499.00
		92302	Turnb*****PLLC		1904672	2,062.50
					2403813	1,525.00
		96520	Thoma*****		2202277	18,325.00
					2202278	18,325.00
01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	102621	Law O*****Medina PLLC		2403693	200.00
					2403694	175.00
					2403802	300.00
		801811	Granb*****		1904996	101.00
01000-11010000-72205100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th-No Value-Adult Felony-No Value	801811	Granb*****		2300769	650.00
					1904644	250.00
		95315	Law O*****Maltsberger		1904645	200.00
					2401225*	727.50
01000-11010000-72205100-00000-1104-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th-No Value-Adult Misdemeanor-No Value	96520	Thoma*****		2202278	1,763.00
					1904996	100.00
					2300769	125.00
01000-11010000-72205200-00000-1102-000000	General Fund-Court Support \- Criminal-Expert Witness Fees \- 85th-No Value-Adult Felony-No Value	96520	Thoma*****		2202277	1,762.00
					2202278	4,050.00
01000-11010000-72205300-00000-1102-000000	General Fund-Court Support \-	801811	Granb*****		1904644	76.00

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	801811	Granb*****		1904645	75.00
		96520	Thoma*****		2202277	13.80
					2202278	13.80
01000-11010000-72205300-00000-1104-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Misdemeanor-No Value	801811	Granb*****		1904996	30.00
					2300769	30.38
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	103172	The G*****LC		2204174	1,000.00
		103179	Meece*****		2104171	400.00
					2302007	456.00
					2402638	399.00
					2402644	398.00
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	103172	The G*****LC		2402645	397.00
					2103374	650.00
					2302256	200.00
					2500762	100.00
		103179	Meece*****		2103154	225.00
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	102584	The M*****		2303223	200.00
					2300355	375.00
					2400112	383.00
					2400197	392.00
		102828	Sarah*****LLC		2500716	1,000.00
					2403973*	1,750.00
					2403427	1,000.00
					2202730	10,700.00
					2500237	1,000.00
					2102448	30,371.67
					2400582	1,000.00
					2400583	75.00
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	102584	The M*****		2500068	75.00
01000-11010000-72207100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 361st-No Value-Adult Felony-No Value	95611	Law O*****helps, PC, The		2102448	3,650.00
01000-11010000-72207300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 361st-No Value-Adult Felony-No Value	95611	Law O*****helps, PC, The		2102448	248.40
01000-11010000-72208000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Juvenile-No Value-No Value-No Value	102636	Gendr*****	250000573	FY25 0425	28,125.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \-	101573	Lone *****g LLC		2320	200.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	101573	Lone *****g LLC		2323	200.00
		102508	Krump*****		1479-JUV	375.00
		91804	Sanch*****		2282	451.50
		92425	Zaval*****		25-0409	498.40
					25-0410	498.40
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	96087	Rocke*****PhD PLLC		140023928	999.00
					140023929	2,751.00
01000-11020000-61210000-00000-0000-000000	General Fund-Court Support \- Civil-Court Costs-No Value-No Value-No Value	103077	Cooks*****		003312-2	118.00
01000-11020000-72191000-00000-0000-000000	General Fund-Court Support \- Civil-Cluster Court Support-No Value-No Value-No Value	103077	Cooks*****		003312-2	0.00
01000-11020000-72204300-00000-0000-000000	General Fund-Court Support \- Civil-Other Litigation Expenses \- 472nd-No Value-No Value-No Value	103077	Cooks*****		003312-2	0.00
01000-11022720-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Non Custodial Parents-No Value	102295	Cain *****		21002787 42125 305750	3,057.50
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	102295	Cain *****		21002548 41625 4900	4,900.00
01000-11023610-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Non Custodial Parents-No Value	101403	Weism*****rney at Law		23001559 42225 2997.50	2,997.50
		102295	Cain *****		21002908 41425 1810	1,810.00
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	101623	Buck *****		23001559 42325 1250	1,250.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	100912	Palmo*****ugh & Russ LLP		24001550 41725 280	280.00
					24001661 41725 330	330.00
					25000614 41725 1120	1,120.00
		101964	Angel*****LLC		24003040 42225 640	640.00
		102621	Law O*****Medina PLLC		23003262 41725 730	730.00
					23003280 41725 190	190.00
					24003097 41725 390	390.00
					24003593 41725 350	350.00
					25000420 41725 320	320.00
					25000567 41725 670	670.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	100912	Palmo*****ugh & Russ LLP		24002432 41725 260	260.00
					25000420 41725 550	550.00
		101072	Hardy*****		25000301 41725 300	300.00
		101623	Buck *****		25000476 41725 810	810.00
		102621	Law O*****Medina PLLC		24000968 41725 150	150.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	102621	Law O*****Medina PLLC		24001551 41725 140	140.00
					24001700 41725 160	160.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	100912	Palmo*****ugh & Russ LLP		25000376 41725 480	480.00
		101964	Angel*****LLC		24001382 41725 60250	602.50
					24002195 42225 180	180.00
					24003568 41725 95250	952.50
		102621	Law O*****Medina PLLC		24001955 41725 130	130.00
					25000299 41725 545	545.00
01000-11024720-72110000-00000-1100-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Juvenile-No Value	102621	Law O*****Medina PLLC		15-J-24 42325	0.00
					238-J-24 42325	0.00
01000-11024720-72110000-00000-1101-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Juvenile Appeals-No Value	102621	Law O*****Medina PLLC		240003568 41725 100	100.00
01000-11028500-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial Parents-No Value	102295	Cain *****		21002076 4125 3070	3,070.00
					21003059 41525 4710	4,710.00
01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	102621	Law O*****Medina PLLC		24001357 41525 210	210.00
01000-11040000-72201000-00000-0000-000000	General Fund-Court Support \- Child Support Enforcement-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	802205	Cune, *****		15001136 41525 160	160.00
01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	103136	Benn *****		915-G 41625	1,098.00
		90941	Rodge*****guez & Fusco PC		900-G 41625	3,592.50
01000-11050000-72201300-00000-0000-000000	General Fund-Court Support \- Guardianship-Other Litigation Expenses \- CCL#1-No Value-No Value-No Value	90941	Rodge*****guez & Fusco PC		900-G 41625	465.59
01000-11100000-60360000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Furniture Expense-No Value-No Value-No Value	9728	Wילו*****Ltd	250002772	155104	943.22
01000-11100000-61880000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000599	2016104 0425	605.26
01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	11682	Napa *****	250001948	385697	92.90
		11807	Grain *****	250000008	9465726280	(39.14)
01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light	10804	The G*****ubber Company	250003172	224-1032699	1,757.46

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Equipment \- Administration-Tires-No Value-No Value-No Value					
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102326	BDS T***** LP	250000066	65423	95.00
		21268	Brazo*****	250000013	192562-25	7.50
					742786-25	7.50
					A77600-25	7.50
					A83678-25	7.50
					A83679-25	7.50
		3354	O'Rei*****	250002926	2016-326160	39.00
					2016-326164	161.18
					2016-326250	(15.84)
					2016-326768	139.58
					2016-328268	14.39
					2016-328633	193.95
		802094	Rodri*****ment & Auto Repair Inc	250000048	38459	70.00
				250003191	38449	259.98
		91345	CC Cr*****	250002997	n806392	50.00
01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000101	2960128213	23.22
					2960129190	23.22
					2960130182	23.22
01000-11200200-61750000-00000-0000-000000	General Fund-Collections \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000132	287310378000X04082025	43.28
01000-11210020-60600000-00000-0000-000000	General Fund-Elections Administrator-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250002950	373975	113.70
01000-11210020-61880000-00000-0000-000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000598	2046467 0325	477.07
01000-12500100-60170000-00000-0000-000000	General Fund-Risk Management \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250003201	373981	280.56
01000-12500100-61801000-00000-0000-000000	General Fund-Risk Management \- Administration-Travel-No Value-No Value-No Value	95956	Diner*****		EY1SN0VX-B	189.00
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	152	Acme *****c	250000089	I104503	516.93
					I104522	921.95
		96158	Eddie*****Shop	250002493	22031729 S2	11,846.43
01000-14000100-61750000-00000-0000-000000	General Fund-Information Technology \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000108	287310447362X04082025	1,028.86
01000-14000100-61801000-00000-0000-000000	General Fund-Information	Employee	Juan *****		TRVL000309220059	1,984.55



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Technology \- Administration-Travel-No Value-No Value-No Value					
01000-15000100-60080000-00000-0000-000000	General Fund-Human Resources \- Administration-Clothing/Uniforms-No Value-No Value-No Value	91345	CC Cr*****	250003101	N806216	369.75
01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Food and Food Supplements-No Value-No Value-No Value	95956	Diner*****	250003175	CFA 04.21.25	417.00
01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002790	7653893266 CM	(68.76)
				250002890	6027393565	290.00
01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value-No Value-No Value	1229	Alpha*****	250003294	69315	71.80
01000-15000100-61620000-00000-0000-000000	General Fund-Human Resources \- Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner*****	250002900	SO3920525-1	299.00
01000-15000100-61680000-00000-0000-000000	General Fund-Human Resources \- Administration-Training-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250002890	6027393565	0.00
01000-15000100-61801000-00000-0000-000000	General Fund-Human Resources \- Administration-Travel-No Value-No Value-No Value	Employee	Paula*****		TRVL000308801571	833.19
01000-16000100-71025000-00000-0000-000000	General Fund-County Auditor \- Administration-Contract Services-No Value-No Value-No Value	101724	The G*****	250000837	000124	4,000.00
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000608	2409871 0325	274.56
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes*****	250002220	971801	93.02
					971881	18.03
					972019	147.30
					974299	236.97
					976389	10.42
		21638	Home *****	250002604	860094960	95.79
					860339779	114.52
					860967942	140.31
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	288	Griff*****ardware	250000150	211544	50.00
		321	Johns*****	250002276	10439007	91.00
		7141	Baker*****mpany LLC	250001767	FT76944	439.62
		97431	Johns*****llege Station	250000075	5001003	33.74
				250001250	5001061	140.45
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value	11869	Lowes*****	250000110	972260	46.53
		95001	Sherw*****nc	250000084	7004-2	85.75
		96213	Acme *****rdware	250000094	4118633	135.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale*****pply	250002972	S101541178.001	900.00
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	494	Valle*****upply Co Inc	250002796	411275	234.48
		93501	Marks*****	250003192	INV002212648	631.60
01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Apliance Maintenance-No Value-No Value-No Value	328	Kesco*****	250001847	152984	170.56
				250002866	152985	120.00
		6808	Scott*****	250000091	S-INV147644	94.92
01000-17000100-71206400-00000-0000-000000	General Fund-Facilities Services \- Administration-Fire Safety Services-No Value-No Value-No Value	101050	Briga*****s LLC	250002540	SI-09324	1,351.00
					SI-09549	267.00
					SI-09550	267.00
				250003243	SI-09324.	735.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960129193	14.28
					2960129202	103.42
					2960129206	10.96
					2960129210	9.67
					2960130184	14.28
					2960130188	103.42
					2960130189	10.96
					2960130191	9.67
01000-17000200-65056000-00000-0000-000000	General Fund-Landscaping-Plumbing Maintenance-No Value-No Value	92844	Ewing*****ucts Inc	250000041	25634164	44.64
01000-17000200-65320000-00000-0000-000000	General Fund-Landscaping-Equipment Maintenance-No Value-No Value-No Value	7002	Unite*****	250000056	13893514	100.37
		95413	WC Tr*****	250002168	B44810	37.05
					B44869	349.50
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	102996	Harre*****	250002329	INV02019926	194.00
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960129202	2.86
					2960130188	2.86
01000-18000100-61110000-00000-0000-000000	General Fund-County Attorney \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	3745	Texas*****ty Attorneys Association	250003232	263561	1,000.00
01000-18000100-61750000-00000-0000-000000	General Fund-County Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000118	287310413943X04082025	773.98
01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	96870	Best *****BCS	250003199	246447	121.54

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-19000100-61970000-00000-0000-0000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	96870	Best *****BCS	250000529	246430	243.08
01000-20000100-61750000-00000-0000-0000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000359	287310418905X04082025	43.28
01000-21000100-60360000-00000-0000-0000000	General Fund-County Clerk \- Administration-Furniture Expense-No Value-No Value-No Value	94806	Perry	250003248	IN-1578329	121.26
01000-21000100-60600000-00000-0000-0000000	General Fund-County Clerk \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	250003248	IN-1578329	415.89
01000-21010000-61500000-00000-0000-0000000	General Fund-Vital Statistics/Preservation-Printing-No Value-No Value-No Value	101261	VeriT*****	250003097	007869	1,084.75
01000-22000100-61490000-00000-0000-0000000	General Fund-85th District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	16490	Wal-M*****c	250002407	TR# 01243	124.20
01000-22100100-61900000-00000-0000-0000000	General Fund-272nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	100674	Adair*****PR		117	550.00
01000-22200100-61490000-00000-0000-0000000	General Fund-361st District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	16490	Wal-M*****c	250003234	01093	62.68
					03051	209.46
01000-22500100-60170000-00000-0000-0000000	General Fund-Felony Associate Judge/Juvenile Court Referee-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250003060	373876	361.76
01000-24301100-61880000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000611	1363371733 0325	408.31
01000-24401100-60170000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	250003170	IN-1578073	403.69
01000-24401100-60600000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	250003170	IN-1578073	77.04
01000-24401100-61500000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250003177	69258	453.00
01000-26002000-61730000-00000-0000-0000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar*****tion Resources		25030869N	4.77
01000-26002000-61880000-00000-0000-0000000	General Fund-Health Department \-	20	Bryan*****	250000615	2063650 0325	2,551.19

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Support-Utilities Expenditure-No Value-No Value-No Value					
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	93357	Galls*****	250002714	031101087	630.12
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	97483	TextM*****	250003274	SO250000732	75.00
01000-28000100-60500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11846	AT&T *****	250002365	287296987280X03082025 IPADS	441.42
01000-28000100-61060000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup	250003293	W150379346-2025	50.00
01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every*****me Inc	250003267	EVET-042025-0809	80.00
01000-28000100-61750000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000373	287296987280X02082025	2,497.28
					287296987280X03082025	2,516.64
					287296987280X04082025	1,938.35
01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	Employee	Britt*****		TRVL000308890597	195.00
			Chris*****r		TRVL000308890652	742.62
			Clare*****l		TRVL000308890551	567.90
			Paul *****		TRVL000308647084	457.70
			Samue*****		TRVL000308890622	717.20
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000320	2213212 0425	4,147.06
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service	250000521	AA7313995	150.00
					EH7313994	125.00
01000-28000100-72157000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Counseling Services-No Value-No Value-No Value	801917	Luepn*****	250003249	04/03/2025	1,200.00
					04142025	1,200.00
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award*****	250000271	52588	13.00
		96770	Davis*****	250003231	153437	316.00
01000-28002000-60170000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250000274	6027393553	388.18
					6027393559	86.18
					6027393562	76.78
					6027393564	79.45
					6027393566	317.93
					6027393569	153.05
		96134	ID PI*****	250003288	279904	895.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-28002000-60240000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	95575	Cooks*****	250003253	N914242	280.96
01000-28002000-60350000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	101511	UTZ Q*****	250002632	814103039	2,291.52
		101661	Labat*****Supply Company	250003016	04019528	8,842.29
					04019529	57.60
					04019530	38.40
					04019531	277.83
					04019532	153.60
					04019533	9.93
		101854	Hilan*****mpany LLC	250002837	0540407259099934	2,535.00
					0540414259007670	2,340.00
		10500	US Fo*****	250003009	4607228	6,698.79
		3691	Flowe*****y	250002549	5038740165	1,974.37
				250003107	5038740098	1,979.74
		6151	Perfo*****ce Temple	250003011	2647024-1	5,600.00
				250003012	2647024-2	228.55
		91168	Ruffi*****Service	250002813	1734503	88.92
				250003010	1734352	3,306.84
					1734353	617.40
		96384	Best *****p	250003311	27269	14,110.01
		96957	Sysco*****	250003221	867601919	13,810.10
					867611743	(1,080.00)
01000-28002000-60600000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250000282	6027393563	130.97
				250001686	6027393549	56.49
					6027393551	56.49
					6027393554	133.93
					6027393558	90.90
01000-28002000-61750000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001955	287296987002X04082025	1,597.58
01000-28002000-61806000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co*****	250003038	243621	2,385.00
				250003077	243716	2,965.00
01000-28002000-61880000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000326	2295873 0325	556.98
				250000327	2293418 0325	213.57
				250000328	2043082 0325	28,734.82
				250000329	2042927 0325	13,096.28
				250000330	2427489 0325	603.37
01000-28002000-65350000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No	11246	Exxon*****	250000263	104117667 Jail	200.82



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value					
01000-28002000-71500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Rental \- Equipment-No Value-No Value-No Value	1289	Texas*****e	250000281	473756	130.00
01000-28003000-61395000-00000-0000-000000	General Fund-Jail Medical Services-Inmate \- Health Care-No Value-No Value-No Value	102148	Polar*****ices of Warrington LLC	250003252	03-956-25	1,109.58
		93814	Henry*****	250000268	39648118	369.53
					39687016	86.68
					39692877	121.59
					39788269	330.18
01000-28003000-72270000-00000-0000-000000	General Fund-Jail Medical Services-Dental Services-No Value-No Value-No Value	92883	Dentr***** PC Inc	250003310	BZTX019549	2,395.00
01000-28007000-61801000-00000-0000-000000	General Fund-Inauguration-Travel-No Value-No Value-No Value	Employee	Franc*****avides		TRVL000305932052	365.00
01000-28007000-61802000-00000-0000-000000	General Fund-Inauguration-Inauguration Travel-No Value-No Value-No Value	103081	Cruse*****		1-18-2025	365.00
		Employee	Paul *****		TRVL000308185062	365.00
					TRVL000309219402	365.00
					TRVL000308914388	365.00
					TRVL000308914424	365.00
01000-30101100-61110000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	100663	Natio***** Marshals Association	250002547	2 Hearen	250.00
				250002779	Brown 2	250.00
					Campbell 4	250.00
					McCarroll-3	250.00
					Ncma reg Reeves	250.00
		6313	Texas*****Counties	250003049	273636	275.00
01000-30101100-61801000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Travel-No Value-No Value-No Value	Employee	Jeff *****		TRVL000307101717	15.00
01000-30201100-61750000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz*****	250000144	6110319454	394.83
01000-30301100-61801000-00000-0000-000000	General Fund-Constable Precinct 3 \- Adminstration-Travel-No Value-No Value-No Value	Employee	Chris*****dano		TRVL000308183239	763.55
			Richa*****		TRVL000306957170	88.00
01000-30301100-61880000-00000-0000-000000	General Fund-Constable Precinct 3 \- Adminstration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000611	1363371733 0325	408.31
01000-30401100-60320000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Firearms Readiness-No Value-No Value-No Value	103211	BC Kn*****	250003261	V2025-031	39.00
01000-30401100-61060000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Bonds-No Value-No Value-No Value	21007	Ameri*****of Notaries Inc	250003073	01-253801339	112.90

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-31000100-61750000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000002	287310448782X04082025	1,039.46
01000-31000100-72660000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychiatric Services-No Value-No Value-No Value	91765	Camer*****		March2025Medical2	127.04
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	250002895	0540421259013141	289.50
		102244	Broth*****	250001963	00077391	269.60
		96917	Gordo*****nc	250003061	9021622375	1,408.97
01000-31000220-60500000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Equipment & I.T. Enhancement-No Value-No Value-No Value	96249	BSN S*****	250002916	929523530	1,552.38
01000-31000220-61040000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Awards & Recognitions-No Value-No Value-No Value	16490	Wal-M*****c	250000028	00179	7.76
					02657	39.88
01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000323	2222795 0425	182.00
				250000324	2046376 0425	9,132.29
				250000325	2046379 0425	741.61
01000-36000100-41011000-00000-0000-000000	General Fund-Exposition Center \- Administration-Fees \- Expo Center-No Value-No Value-No Value	103145	Brazo*****efund		R29707	234.26
		103199	Alfor*****und		R29790	60.00
01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000616	2337552 0325	156.86
				250000617	2212628 0325	750.49
				250000618	2300181 0325	2,402.81
				250000619	2212627 0325	5,156.85
				250000620	2212626 0325	8,282.18
				250000621	2212625 0325	3,774.47
				250000623	2212630 0325	21.87
				250000624	2212629 0325	25.40
				250000625	2380284 0325	269.78
				250000626	2306756 0325	46.50
				250000627	2382791 0325	81.39
				250000628	2382874 0325	16.86
01000-36000100-65250000-00000-0000-000000	General Fund-Exposition Center \- Administration-Diesel Expenditure-No Value-No Value-No Value	97508	Fikes*****	250000501	INV-067183	1,001.70
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	11807	Grain*****	250002300	9462694358	44.32
				250003305	9472185223B	237.66
01000-36000100-65400000-00000-0000-000000	General Fund-Exposition Center \- Administration-Grounds Maintenance-No Value-No Value-No Value	11807	Grain*****	250000700	9472185223A	28.26

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-36500100-60440000-00000-0000-000000	General Fund-Brazos Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	91161	Prost*****	250003233	S1231269.001	50.00
01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000629	2031841 0325	99.21
				250000630	2031846 0325	6,834.38
				250000631	2031845 0325	102.16
				250000632	2031847 0325	36.62
				250000633	2031848 0425	142.25
				250000634	2033340 0325	48.29
01000-36500100-65050000-00000-0000-000000	General Fund-Brazos Center \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000412	971463	56.96
01000-56001000-61750000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000164	287310449001x04082025	573.27
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	107194 0325	34.55
		20	Bryan*****	250000638	2042814 0425	27.39
				250000639	2043190 0325	1,088.85
				250000640	2042812 0325	462.11
				250000668	2042813 0325	971.63
01000-56001000-65400000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Grounds Maintenance-No Value-No Value-No Value	11869	Lowes*****	250003125	973815*	227.11
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	11682	Napa *****	250003165	386065	279.84
		97311	Kimba*****	250003219	103274339	460.50
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance-General-No Value-No Value-No Value	102838	The U*****LC	250003081	35065	1,200.00
		96264	Brzo*****	250002234	0425-45	8,732.10
					0425-70	175.50
01000-56001000-65700000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road Signs-No Value-No Value-No Value	11869	Lowes*****		998583	(6.63)
		8236	Vulca*****	250002863	R58681	10,856.70
01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	10153	Musta*****es	250002845	B0493105	5,445.00
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960129175	181.62
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102949	Holt ***** Texas LLC	250003008	X303048608:01	3,253.14
		11682	Napa *****	250002122	X303048882:01	(437.50)
				250003127	388671	50.40

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-56002000-65320000-00000-0000-0000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	250003127	388757	108.55
		21268	Brazo*****	250000055	023314-25	7.50
					745149-25	7.50
		7002	Unite*****	250000079	13887372	407.37
		73	Musta*****	250002765	PART6915822	431.94
		90180	Perfo*****	250002201	S0052412811	194.73
		96119	Bobca*****	250000083	31038318	13.18
01000-56002000-65720000-00000-0000-0000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	96270	Asco *****	250003180	PSO589678-1	86.24
		1639	Bryan*****nc	250000087	204513	12.70
		91900	Linde***** Inc	250000085	49262377	122.56
				250003277	49380745	114.34
01000-56002000-65850000-00000-0000-0000000	General Fund-Fleet Shop \- Heavy Equipment-Tires-No Value-No Value-No Value	97311	Kimba*****	250003217	103273392	134.30
		102976	Travi***** LLC	250003295	C-11804	567.30
		94243	South*****C	250003171	4590154653	880.00
01000-56002000-65950000-00000-0000-0000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	21268	Brazo*****	250000055	F19994-25	7.50
					F19995-25	7.50
					F19996-25	7.50
		3354	O'Rei*****	250003088	2016-326817	332.04
01000-56002000-71512000-00000-0000-0000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	96665	Colle*****Lincoln LLC	250000129	720641	199.99
		19837	Unifi*****	250002596	2960129181	29.23
01000-56005000-61880000-00000-0000-0000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	20	Wicks***** Utility District Bryan*****	250000334	115970 0325	33.67
				250000338	2077216 0325	37.21
				250000339	2075818 0325	52.23
				250000340	2075769 0325	51.37
13000-00000000-30999000-00000-0000-0000000	Unclaimed Property Fund-No Value-Unclaimed Funds-No Value-No Value-No Value	103214	Lando***** - Refund		217JC011422-Landolt	908.39
30000-100023-72157000-00000-0000-0000000	Brazos County Grant Fund-Texas Veterans Commission \- Counseling Services-Counseling Services-No Value-No Value-No Value	103039	Rise *****ces PLLC	250002375	1022	800.00
30000-272300-61210000-00000-0000-0000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\ 212\25\ C03-Court Costs-No Value-No Value-No Value	91994	Words*****	250003265	25011	269.25
		95313	USA C*****eters	250003299	2913	384.00
30000-283700-60500000-00000-0000-0000000	Brazos County Grant Fund-BV Human Trafficking Task Force Development-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250003072	76342419	5,371.15
30000-289800-60500000-00000-0000-0000000	Brazos County Grant Fund-JAG \- 2024-Equipment & I.T. Enhancement-No Value-No Value-	11846	AT&T *****	250002365	287296987280X03082025 IPADS	6,578.40

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	No Value					
30000-319200-60260000-00000-0000-000000	Brazos County Grant Fund-TEA \- Education Materials-Education Supplies-No Value-No Value-No Value	96821	Saddl*****I Inc	250002927	INV14744	2,678.99
					INV15352	94.45
30000-424100-71506000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Rental \- Office Space-No Value-No Value-No Value	97482	Fores*****	250000741	May-2025	1,443.48
31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102243	PGAL *****	230012622	10064326	19,741.37
					10064574	17,418.13
		102624	Vaugh*****	250002358	Pay App #8	825,399.72
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	2391500-19	52,861.00
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 #8	(41,269.99)
45000-63310001-80101000-00000-0000-000000	Capital Improvement Fund-Juvenile Services \- Capital-Building Improvements-No Value-No Value-No Value	101932	Allen*****	250001436	47284	10,700.65
50000-64005000-71110000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	238,914.77
					2177252025041501	3,100.63
50000-64005000-71110006-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	598.38
50000-64005000-71110011-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	8,966.18
50000-64005000-71111000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252025041501	216,187.88
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		2177252025041800	173,677.23
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		2177252025041800	19,068.91
50000-64005100-61620000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Subscriptions & Publications-No Value-No Value-No Value	97126	Athen*****	250001326	689825	1,037.58



Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
50000-64005100-61750000-00000-0000-0000000	Health and Life Insurance Fund-Health & Wellness Clinic-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001707	287310453492X04082025	40.75
50000-64005700-71110007-00000-0000-0000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	68,162.96
50000-64005700-71110012-00000-0000-0000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	2,692.71
50000-64005700-71110013-00000-0000-0000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	299.19
50000-64005700-71110015-00000-0000-0000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- CSCD-No Value-No Value-No Value	6313	Texas*****Counties		217725202504	2,094.33
60000-00000000-31120000-00000-0000-0000000	Payroll Agency Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio***** Solutions		04.17.25	8,060.18
60000-00000000-31125000-00000-0000-0000000	Payroll Agency Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value	6165	Secur***** Insurance Co		04.17.25	1,175.00
60000-00000000-31128000-00000-0000-0000000	Payroll Agency Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value	10789	Varia***** Insurance Co Inc		04.17.25	3,786.35
60000-00000000-31150000-00000-0000-0000000	Payroll Agency Fund-No Value-County Property Tax Payable-No Value-No Value-No Value	21268	Brazo*****		04.17.25-GH	100.00
60000-00000000-31244000-00000-0000-0000000	Payroll Agency Fund-No Value-Withholding \- Levy\ -Bankruptcy-No Value-No Value-No Value	94674	Peake*****		04.17.25-GM	618.47
60000-00000000-31600000-00000-0000-0000000	Payroll Agency Fund-No Value-Withholding \- United Way-No Value-No Value-No Value	3395	Unite*****zos Valley		04.17.25	29.77
91000-53000100-71025000-00000-0000-0000000	Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value	94324	Audio*****Inc	250000394	79178	35.00
91000-53001000-60600000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Office Supplies-No Value-No Value-No Value	9728	Wילו*****Ltd	250003213	373987	130.04
91000-53001000-61500000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250003263	69301	40.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
91000-53001000-61750000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000239	287310437018X04082025	955.00
91000-53002100-60350000-00000-0000-000000	Health \- County Health District-C4 Clinic-Food and Food Supplements-No Value-No Value-No Value	16490	Wal-M*****c	250003264	TR#02859	110.04
91000-53002100-71025000-00000-0000-000000	Health \- County Health District-C4 Clinic-Contract Services-No Value-No Value-No Value	97126	Athen*****	250001410	688941	318.88
91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab Administration-Health Supplies-No Value-No Value-No Value	92898	Fishe*****pany LLC	250003002	0116500	81.66
91000-531000-60380000-00000-0000-000000	Health \- County Health District-Immunization-Health Supplies-No Value-No Value-No Value	93814	Henry*****	250003138	39986717	223.62
91000-532300-61010000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health Grant-Advertising \- Legal Notices-No Value-No Value-No Value	8493	KBTX	250003178	3798779B-1	120.00
					3798779C-1	300.14
91000-535000-61010000-00000-0000-000000	Health \- County Health District-Texas Healthy Communities-Advertising \- Legal Notices-No Value-No Value-No Value	102836	Comun*****	250000888	E:441-442	175.00
91000-536300-60600000-00000-0000-000000	Health \- County Health District-Public Health Infrastructure-Office Supplies-No Value-No Value-No Value	1229	Alpha*****	250003208	69273	108.00
97000-551100-69100100-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Travel \- Per Diem-No Value-No Value-No Value	Employee	Amber*****		TRVL000308801673	48.72
			Grego*****		TRVL000308155101	51.50
97000-551100-69102000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Vehicle Maintenance\CSCD-No Value-No Value-No Value	95956	Diner*****	250000546	37	90.96
97000-551100-69302000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Conference & Seminar Fees\CSCD-No Value-No Value-No Value	97572	Every*****me Inc	250002840	EVET-012025-0104	80.00
97000-556300-53330000-00000-0000-000000	CSCD \- Community Supervision-Specialty Court Program \- Administration-CSCD Medical Health Benefit-No Value-No Value-No Value	10022	Texas*****riminal Justice		040125-043025	1,249.64
<b>Grand Total</b>						<b>2,365,075.89</b>



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of April 23, 2025.  
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of April 23, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/23/2025

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 4/23/25	Backup Material
<a href="#">FY_25_Contingency_Budget_to_Actuals_Fund.pdf</a>	FY 2024-2025 Contingency Budget to Actuals by Fund as of 4/23/25	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>117,558,443</b>	<b>84%</b>
Charges for Services	14,373,002	13,985,011	13,624,275	6,222,739	46%
<b>Interest Income</b>	<b>8,311,341</b>	<b>12,656,049</b>	<b>10,275,000</b>	<b>5,295,340</b>	<b>52%</b>
Other Revenue	1,265,902	2,820,246	1,086,700	838,487	77%
<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	485,940	57%
<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>\$130,511,157</b>	<b>49%</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>33,569,487</b>	<b>51%</b>
<b>Outside Labor Costs</b>	<b>104,348</b>	<b>177,763</b>	<b>163,000</b>	<b>108,225</b>	<b>66%</b>
<b>Benefits</b>	<b>27,183,091</b>	<b>31,575,201</b>	<b>37,844,757</b>	<b>19,200,187</b>	<b>51%</b>
<b>Supplies and Other Charges</b>	<b>9,058,121</b>	<b>9,412,807</b>	<b>12,861,535</b>	<b>5,938,955</b>	<b>46%</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>3,908,500</b>	<b>18%</b>
<b>Contractual Services</b>	<b>9,372,616</b>	<b>8,872,895</b>	<b>10,745,147</b>	<b>6,323,470</b>	<b>59%</b>
<b>Professional Services</b>	<b>6,379,393</b>	<b>7,516,511</b>	<b>14,152,695</b>	<b>3,400,782</b>	<b>24%</b>
<b>Community Contracts</b>	<b>4,716,979</b>	<b>5,616,842</b>	<b>7,570,308</b>	<b>3,712,799</b>	<b>49%</b>
<b>Capital Outlay</b>	<b>7,260,102</b>	<b>7,220,517</b>	<b>12,168,102</b>	<b>1,627,511</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>\$93,633,835</b>	<b>35%</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	1,828,201	48%
Interest Income	119,177	318,887	250,000	164,573	66%
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>\$1,992,774</b>	<b>31%</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	56,170	33%
Benefits	41,481	36,337	76,620	25,195	33%
Supplies and Other Charges	30,866	32,748	139,175	55,896	40%
Contingency	-	-	548,989	-	-
Repairs and Maintenance	-	-	2,502,500	-	-
Contractual Services	347,894	175,950	187,690	83,990	45%
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	52,480	12%
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>\$619,599</b>	<b>10%</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	3,850	35%
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>\$33,352</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	11,504	77%
Reserves	-	-	94,000	-	-
<b>Total Revenue</b>	<b>\$9,140</b>	<b>\$23,062</b>	<b>\$109,000</b>	<b>\$11,504</b>	<b>11%</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	54,151	57%
Interest Income	1,942	8,101	5,000	4,198	84%
Reserves	-	-	167,500	-	-
<b>Total Revenue</b>	<b>\$166,057</b>	<b>\$113,175</b>	<b>\$267,500</b>	<b>\$58,349</b>	<b>22%</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	22,466	8%
<b>Total Expense</b>	<b>\$62,593</b>	<b>\$65,385</b>	<b>\$267,500</b>	<b>\$22,466</b>	<b>8%</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	552,713	55%
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>\$33,680,736</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	17,123,780	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>\$17,143,780</b>	<b>27%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 18000 Law Enforcement Education  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
<b>Reserves</b>	-	-	<b>82,738</b>	-	-
Intergovernmental	14,872	37,584	36,900	42,779	116%
<b>Total Revenue</b>	<b>\$14,872</b>	<b>\$37,584</b>	<b>\$119,638</b>	<b>\$42,779</b>	<b>36%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Supplies and Other Charges</b>	<b>12,741</b>	<b>25,911</b>	<b>119,638</b>	<b>1,684</b>	<b>1%</b>
<b>Total Expense</b>	<b>\$12,741</b>	<b>\$25,911</b>	<b>\$119,638</b>	<b>\$1,684</b>	<b>1%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 19000 Court Records Preservation  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	623	410	400	60	15%
<b>Interest Income</b>	<b>15,192</b>	<b>36,545</b>	<b>30,000</b>	<b>15,915</b>	<b>53%</b>
<b>Reserves</b>	-	-	699,000	-	-
<b>Total Revenue</b>	<b>\$15,815</b>	<b>\$36,955</b>	<b>\$729,400</b>	<b>\$15,975</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
<b>Supplies and Other Charges</b>	-	-	30,400	-
<b>Contractual Services</b>	-	-	699,000	-
<b>Total Expense</b>	-	-	<b>\$729,400</b>	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 20000 County Clerk Records  
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	364,311	305,258	300,000	151,700	51%
Interest Income	31,036	69,629	60,000	29,889	50%
Reserves	-	-	1,268,000	-	-
<b>Total Revenue</b>	<b>\$395,347</b>	<b>\$374,888</b>	<b>\$1,628,000</b>	<b>\$181,589</b>	<b>11%</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	72,040	54%
Benefits	56,889	62,648	84,743	37,304	44%
Supplies and Other Charges	725	17,345	8,500	2,718	32%
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	133,123	325,340	30,544	9%
Capital Outlay	-	22,822	-	-	-
<b>Total Expense</b>	<b>\$488,964</b>	<b>\$360,313</b>	<b>\$1,628,000</b>	<b>\$142,606</b>	<b>9%</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	140,240	51%
Interest Income	30,786	74,394	66,000	35,077	53%
Reserves	-	-	1,440,000	-	-
<b>Total Revenue</b>	<b>\$321,336</b>	<b>\$355,249</b>	<b>\$1,781,000</b>	<b>\$175,317</b>	<b>10%</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	358	0%
<b>Total Expense</b>	<b>\$253,734</b>	<b>\$220,953</b>	<b>\$1,781,000</b>	<b>\$358</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	47,516	52%
Interest Income	5,325	6,601	-	4,031	-
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>\$51,547</b>	<b>20%</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	678	27%
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>\$1,773</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	16,853	48%
Interest Income	4,523	12,673	11,000	6,031	55%
Reserves	-	-	256,000	-	-
<b>Total Revenue</b>	<b>\$37,947</b>	<b>\$48,492</b>	<b>\$301,800</b>	<b>\$22,883</b>	<b>8%</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	76,397	64%
Interest Income	5,326	14,174	12,000	7,219	60%
Reserves	-	-	297,000	-	-
<b>Total Revenue</b>	<b>\$89,788</b>	<b>\$140,653</b>	<b>\$429,000</b>	<b>\$83,616</b>	<b>19%</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	33,760	44%
Benefits	1,553	4,718	19,304	8,367	43%
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>\$42,127</b>	<b>10%</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	45	23%
Interest Income	131	75	65	37	56%
Reserves	-	-	1,500	-	-
Total Revenue	\$726	\$395	\$1,765	\$82	5%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	18,345	-	-	-
Benefits	1,426	-	-	-
Professional Services	-	-	1,765	-
Total Expense	\$19,771	-	\$1,765	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 24000 Justice of the Peace  
Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	28,209	30,068	29,200	14,166	49%
Interest Income	4,324	10,515	10,000	1,750	17%
Reserves	-	-	82,000	-	-
Total Revenue	\$32,534	\$40,584	\$121,200	\$15,916	13%

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	216	1%
Contingency	-	-	97,200	-	-
Contractual Services	889	-	6,200	-	-
Capital Outlay	-	148,938	-	-	-
Total Expense	\$11,055	\$162,326	\$121,200	\$216	0%

**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	4,038	48%
Interest Income	2,647	6,831	6,000	3,093	52%
Reserves	-	-	134,000	-	-
<b>Total Revenue</b>	<b>\$12,706</b>	<b>\$15,135</b>	<b>\$148,400</b>	<b>\$7,131</b>	<b>5%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	148,400	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$148,400</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 25000 Forfeiture Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	5,329	304	-	43,175	-
Interest Income	918	1,965	-	1,579	-
Reserves	-	-	37,827	-	-
Total Revenue	\$6,247	\$2,269	\$37,827	\$44,754	118%

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	-	-	-	-
Total Expense	\$7,696	\$235	\$37,827	\$3,526	9%



**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	123	123%
Other Revenue	150	75	150	75	50%
Reserves	-	-	5,300	-	-
Total Revenue	\$263	\$352	\$5,550	\$198	4%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	-	-	5,550	-
Total Expense	-	-	\$5,550	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 27000 Bail Bond Board Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	2,428	5,975	5,000	2,606	52%
Other Revenue	2,500	2,500	2,500	-	-
Reserves	-	-	114,000	-	-
Total Revenue	\$4,928	\$8,475	\$121,500	\$2,606	2%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	321	-	4,001	-	-
Benefits	113	-	1,011	-	-
Supplies and Other Charges	-	419	6,660	665	10%
Contingency	-	-	109,828	-	-
Total Expense	\$433	\$419	\$121,500	\$665	1%

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	16,804	-	-	-
<b>Total Revenue</b>	<b>\$16,804</b>	-	-	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	1,071	-	-	-
Contractual Services	15,733	-	-	-
<b>Total Expense</b>	<b>\$16,804</b>	-	-	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 29000 Vehicle Inventory Interest  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	8,389	2,465	2,500	2,335	93%
Interest Income	23,620	53,643	48,000	30,211	63%
Reserves	-	-	378,266	-	-
Total Revenue	\$32,009	\$56,108	\$428,766	\$32,546	8%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,117	2,196	26,750	1,604	6%
Contingency	-	-	357,611	-	-
Repairs and Maintenance	240	-	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$5,357	\$2,196	\$428,766	\$1,604	0%

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
<b>Public Health Revenue</b>	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	2,838,393	67%
<b>Other Financing Sources</b>	336,489	478,638	1,148,482	-	-
<b>Total Revenue</b>	<b>\$2,940,325</b>	<b>\$4,810,663</b>	<b>\$5,409,721</b>	<b>\$2,838,393</b>	<b>52%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	1,748,464	2,794,329	3,394,634	1,733,733	51%
<b>Benefits</b>	813,685	1,211,302	1,461,116	738,863	51%
<b>Supplies and Other Charges</b>	106,792	176,139	115,324	54,593	47%
<b>Contingency</b>	-	-	303,192	-	-
<b>Repairs and Maintenance</b>	5,186	3,637	4,900	1,034	21%
<b>Contractual Services</b>	116,713	403,012	110,055	146,534	133%
<b>Professional Services</b>	-	2,500	2,500	3,900	156%
<b>Capital Outlay</b>	158,206	377,396	18,000	71,308	396%
<b>Total Expense</b>	<b>\$2,949,047</b>	<b>\$4,968,314</b>	<b>\$5,409,721</b>	<b>\$2,749,965</b>	<b>51%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 31000 American Rescue Plan Act

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Intergovernmental	7,495,180	1,509,822	20,884,000	-	-
<b>Other Financing Sources</b>	-	-	15,784,000	15,610,777	99%
<b>Total Revenue</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$15,610,777</b>	<b>43%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Expenditures Budgeted in Excess of Actual	7,299,824	(478,903)	-	-	-
Supplies and Other Charges	-	(5,180)	-	-	-
Contractual Services	132,000	813,154	1,668,000	-	-
Capital Outlay	63,356	1,180,752	35,000,000	3,214,281	9%
<b>Total Expense</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$3,214,281</b>	<b>9%</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	-	21,850	-
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>\$1,071,850</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	230,033	52%
Benefits	-	110,487	110,880	56,581	51%
Supplies and Other Charges	-	105,586	67,000	33,819	50%
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>\$320,432</b>	<b>31%</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	1,738	40%
Other Revenue	8,000	60	-	-	-
Reserves	-	-	116,311	-	-
Total Revenue	\$9,599	\$4,657	\$120,611	\$1,738	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	4,796	3,237	63,100	1,397	2%
Contingency	-	-	23,511	-	-
Repairs and Maintenance	1,369	-	4,000	-	-
Capital Outlay	7,608	-	30,000	-	-
Total Expense	\$13,773	\$3,237	\$120,611	\$1,397	1%

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 34000 District Attorney Crime  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	32,611	11,242	20,000	36,351	182%
Interest Income	5,816	12,302	11,000	4,473	41%
Reserves	-	-	215,900	-	-
Total Revenue	\$38,427	\$23,544	\$246,900	\$40,824	17%

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	44,377	53%
Benefits	9,588	10,539	39,520	21,719	55%
Supplies and Other Charges	11,007	18,986	20,649	17,835	86%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	270	1%
Other Financing Uses	-	9,000	-	-	-
Total Expense	\$41,339	\$65,990	\$246,900	\$84,201	34%

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 35000 Primary Election Services  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	70,904	14,088	25,000	11,368	45%
Interest Income	1,264	3,591	2,500	1,147	46%
Reserves	-	-	64,000	-	-
<b>Total Revenue</b>	<b>\$72,167</b>	<b>\$17,679</b>	<b>\$91,500</b>	<b>\$12,516</b>	<b>14%</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	5,049	43%
Contingency	-	-	53,800	-	-
Repairs and Maintenance	-	5,620	10,000	-	-
Contractual Services	13,414	14,166	16,000	27,026	169%
<b>Total Expense</b>	<b>\$18,893</b>	<b>\$26,949</b>	<b>\$91,500</b>	<b>\$32,075</b>	<b>35%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 39010 Brazos County Housing  
Finance Corporation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	402,125	5,334	5,000	-	-
Interest Income	5,259	27,592	0	11,727	-
Reserves	-	-	104,000	-	-
Total Revenue	\$407,384	\$32,926	\$109,000	\$11,727	11%

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%
Total Expense	-	\$174	\$109,000	\$6,500	6%

**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	817	163%
Other Revenue	-	30,000	10,000	10,000	100%
Reserves	-	-	37,436	-	-
Total Revenue	\$494	\$30,497	\$47,936	\$10,817	23%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	12,120	-	-	-	-
Benefits	2,949	-	-	-	-
Supplies and Other Charges	557	-	-	-	-
Contingency	-	-	40,436	-	-
Contractual Services	25	-	-	-	-
Professional Services	7,875	7,500	7,500	3,744	50%
Total Expense	\$23,527	\$7,500	\$47,936	\$3,744	8%

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

**Fund:** 41000 General Obligation Debt  
Service Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	9,799,037	11,772,533	10,607,305	10,526,541	99%
Interest Income	345,490	541,787	450,000	167,234	37%
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>\$10,693,775</b>	<b>72%</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	115,463	24%
Other Revenue	2,929	-	-	949	-
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>\$349,555</b>	<b>6%</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	-	480,657	-
Contingency	-	-	782,000	-	-
Contractual Services	2,656,302	2,398,009	-	-	-
Capital Outlay	1,891,648	632,060	5,300,000	1,715,161	32%
<b>Total Expense</b>	<b>\$4,602,397</b>	<b>\$3,030,069</b>	<b>\$6,082,000</b>	<b>\$2,195,818</b>	<b>36%</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	345,612	33%
Reserves	-	-	16,298,000	-	-
Other Financing Sources	20,009,102	-	-	-	-
Total Revenue	\$20,221,390	\$1,070,010	\$17,338,000	\$345,612	2%

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	2,623,443	15%
Debt Service	203,216	-	-	-	-
Total Expense	\$203,216	\$5,741,125	\$17,338,000	\$2,623,443	15%



**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	157,200	60%
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>\$157,200</b>	<b>3%</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	1,840,533	30%
Debt Service	102,830	-	-	-	-
<b>Total Expense</b>	<b>\$184,530</b>	<b>\$3,929,511</b>	<b>\$6,051,000</b>	<b>\$1,840,533</b>	<b>30%</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	247,318	46%
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>\$247,318</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)	-	34,000
<b>Reserves</b>	-	0	18,090,000	-
<b>Other Financing Sources</b>	20,893,118	4,180,663	10,320,286	-
<b>Total Revenue</b>	<b>\$20,995,474</b>	<b>\$4,143,163</b>	<b>\$28,410,286</b>	<b>\$34,000</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	3,538,193	13%
<b>Total Expense</b>	<b>\$5,391,415</b>	<b>\$9,905,434</b>	<b>\$28,410,286</b>	<b>\$3,538,193</b>	<b>12%</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	14,072,746	61%
<b>Reserves</b>	-	-	10,500,000	-	-
<b>Total Revenue</b>	<b>\$23,006,476</b>	<b>\$27,567,563</b>	<b>\$33,636,458</b>	<b>\$14,072,746</b>	<b>42%</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	131,654	21%
Benefits	133,569	106,496	255,837	70,719	28%
Supplies and Other Charges	53,669	58,937	124,895	38,859	31%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	60	48%
Contractual Services	21,346,651	23,176,197	26,691,952	11,506,273	43%
Professional Services	379,176	372,198	425,200	208,620	49%
<b>Total Expense</b>	<b>\$22,140,208</b>	<b>\$23,935,739</b>	<b>\$33,636,458</b>	<b>\$11,956,184</b>	<b>36%</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	(2,160,046.16)	4,933,694.84
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>(2,161,046.16)</b>	<b>5,012,746.84</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	(14,958.30)	67,260.70
<b>Total District Attorney Crime Fund Contingency</b>	<b>82,219.00</b>	<b>(14,958.30)</b>	<b>67,260.70</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	(35,400.00)	18,400.00
<b>Total Primary Election Services Fund Contingency</b>	<b>53,800.00</b>	<b>(35,400.00)</b>	<b>18,400.00</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



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/29/2025

ITEM: Acknowledgement of monthly reports submitted in April 2025.

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[2025-04-23 Monthly Reports submitted in April 2025.pdf](#) Monthly Reports - April 2025

Cover Memo



**BRAZOS COUNTY**  
**MONTHLY REPORT RECAPITULATION**  
**CONSTABLE DONALD LAMPO - PRECINCT 2**  
**FOR THE MONTH OF** March, 2025

**RECEIPTS:**

Fees Received	\$	595.00
<b>Execution Judgements:</b>		
Constable fees / Expenses		595.00
Constable Commissions		
Due to Attorneys		
Other	\$	595.00
Other	\$	
Beginning Balance		
Cash On Hand	\$	
<b>GRAND TOTAL OF RECEIPTS</b>	<b>\$</b>	<b>595.00</b>


**DISBURSEMENTS:**

Remitted to Treasurer		
Constable Fees		595.00
Executions / Judgements		
Other	\$	595.00
Ending Balance		
Cash on Hand	\$	
<b>GRAND TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>595.00</b>

Papers Served:

Type	# of
141 total civil	papers received.
18 Atty. General	
35 Citations	
72 Evictions	
15 writ possess.	1 writ of attach.

Prepared By: SWendt SW

Approved BY:   
 Constable Donald Lampo - Precinct 2

**Texas A&M AgriLife Extension Service - Brazos County**  
**MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT**

Name: ROBERT STEPHEN BRUEGGERHOFF - County Extension Agent - Horticulture		Month: MARCH 2025
County: BRAZOS		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES
3.1.2025	Bryan/College Station Home & Garden Show (Legends Event Center, 2533 Midtown Park Blvd, Bryan)	12.2
3.3.2025	Office conference; office management	
3.4.2025	Office management	
3.5.2025	2025 TMG Training; Fort Bend Southeast Vegetable Conference meeting (virtual); office management; Presentation 'Growing Great Tomatoes in the Brazos Valley' (Larry J. Ringer Library, 1818 Harvey Mitchell Pkwy S, College Station)	13.5
3.6.2025	BCMG Education Committee meeting; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.7
3.7.2025	Facilitated field trip for Allen Academy at demonstration garden (2619 W State Hwy 21, Bryan); Floral Fridays webinar broadcast; office management	14.2
3.8.2025	BCMG Volunteer workday (2619 W State Hwy 21, Bryan)	14.2
3.10.2025	Office conference; office management	
3.11.2025	Annual leave (morning only); BCMG Board meeting; office management	
3.12.2025	2025 TMG Training; Annual leave (morning only); office management	
3.13.2025	KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.7
3.14.2025	Writing column for newspaper The Eagle; BCMG Spring Plant Sale meeting; Brazos County Leadership Advisory Board meeting; office management	
3.15.2025	Presenting native plants topic at 30th Annual Herbal Forum and Plant Sale (Roundtop Festival Institute, 248 Jaster Rd, Round Top)	115
3.17.2025	Annual leave	
3.18.2025	BCMG outreach daylily presentation for TAMU Women's Club; BCMG Youth Education Committee meeting; office management; TX A&M Transportation Institute presentation (Relis Campus, 1111 RELIS Pkwy, Rm 2112, Bryan)	26
3.19.2025	Preparation for 2025 BCMG Spring Plant Sale (demonstration garden, 2619 W State Hwy 21, Bryan) ; office management	14.2
3.20.2025	Preparation for 2025 BCMG Spring Plant Sale; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.7
3.21.2025	Preparation for 2025 BCMG Spring Plant Sale; Floral Fridays webinar broadcast; office management	
3.22.2025	2025 BCMG Spring Plant Sale	
3.24.2025	Office conference; office management	
3.25.2025	Recording KBTX Weekend Gardener segment (Leach Teaching Gardens, 566 John Kimbrough Blvd, College Station)- 18.7 miles; Site visit/gardening consultation Cuddly Care Day Care (2104 Cabot Circle, Bryan); Brazos Valley Conservation Advisory Group meeting (Lick Creek Park, 13600 Rock Prairie Rd, College Station)-24.3 miles; BCMG Members meeting; office management	43
3.26.2025	2025 TMG Training; office management	
3.27.2025	KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.7
3.28.2025	Writing column for newspaper The Eagle; Floral Fridays broadcast; GROW AgriLife professional development training (1470 William D. Fitch Pkwy, College Station); office management	
3.29.2025	Presentation at Giddings Nursery (191 N Madison St, Giddings)	119
3.31.2025	Office conference; office management	
<b>TOTAL</b>		<b>401.9</b>

Date

County Extension Agent

**Texas A&M AgriLife Extension Service  
The Texas A&M University System  
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT**

<b>Name:</b> Chadd Caperton		<b>Title:</b> CEA AG/NR		
<b>County:</b> Brazos		<b>Month:</b> Mar-25		
<b>DATE</b>	<b>MAJOR ACTIVITIES SINCE LAST REPORT</b>	<b>MILES</b>	<b>MEALS</b>	<b>LODGING</b>
3/3/2024	Office Management/ Ranch visit for field day planning.	69.1		
3/4/2024	Office management/ Comm. Court	0		
3/5/2024	Re-tag steer & Sheep for BCYLS	21.5		
3/6/2024	Office management	0		
3/7/2024	Office Management	0		
3/10/2025	Annual Leave	0		
3/11/2025	Annual Leave	0		
3/12/2025	Annual Leave	0		
3/13/2025	Annual Leave	0		
3/14/2025	Sick leave	0		
3/15/2025	Judge HLSR Public Speaking Contest	0		
3/17/2025	Office management	0		
3/18/2025	Office Management	0		
3/19/2025	TYLA Booth @ HLSR	203		
3/20/2025	Site Visit for Horse Stall drainage issues	33.8		
3/21/2025	Office management	0		
3/24/2025	BCYLA	20.9		
3/25/2025	BCYLA	20.9		
3/26/2025	BCYLA/Office management	41.8		
3/27/2025	BCYLA/Office management	41.8		
3/28/2025	BCYLA/Office management	41.8		
3/29/2025	BCYLA Sale	20.9		
3/31/2025	Office conference/ office management	0		
<b>GRAND TOTAL OF MILES, MEALS AND LODGING</b>		515.5	0	0

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

3/31/25  
Date

  
County Extension Agent

**BRAZOS COUNTY**  
**MONTHLY REPORT RECAPITULATION**  
**CONSTABLE J.P. INGRAM - PRECINCT 3**  
**March-25**

**RECEIPTS:**

Fees Received \$150.00

Execution Judgements:

Constable fees / Expenses                     

Constable Commissions                     

Due to Attorneys                     

Other \$150.00

Other                     

Beginning Balance                     

Cash On Hand                     

**GRAND TOTAL OF RECEIPTS** \$150.00

**DISBURSEMENTS:**

Remitted to Treasurer:

Constable Fees \$150.00

Executions / Judgements                     

Other \$150.00

Ending Balance                     

Cash on Hand                     

**GRAND TOTAL DISBURSEMENTS** \$150.00

Papers Served:

Type	#of
<b>PAPERS RECVD 215</b>	<b>SERVED 202</b>
AG PAPERS 15	18
CITATION 12	10
EVICCTIONS 56	57
SUMMONS 116	108
WRIT OF SEQUESTRATION 0	0
WRIT OF EXECUTION 1	0
WRIT OF POSSESSION 16	8
TAX SUITS 0	1

Prepared By:

Angle Regmund

Approved BY:

J.P. Ingram  
CONSTABLE J.P. INGRAM PCT. 3

**BRAZOS COUNTY CLERK**  
**MONTHLY REPORT RECAPITULATION**  
**FOR THE MONTH OF**  
**March 2025**

ODYSSEY										Total Daily Deposit										MOBILE										Escrow				A/R					
Date	Chase Closed Batch Report	Odyssey (file)	Cash	CC POS	Checks/MO	Deposit	Hot Ch Fee	Cash	Checks/ MO	Direct Deposit & IRS	POS	CSC	EPN	SMF/ Etx	Escrow Draws	Permittum Draws	Escrow Pay	Charged	A/R print	Void	Trust Deposit	Total Kofile																	
3/1/2025																																							
3/2/2025	364.00	364.00			12.00	726.00		143.00	571.00		758.00	1,122.00	1,564.00	3,544.00		99.00		408.00				8,209.00																	
3/3/2025	565.00	565.00				2,129.15		477.00	1,652.15		696.00	1,756.00	1,327.00	2,323.00	45.00	137.00		33.00	1,334.00			1,000.00																	
3/4/2025	568.00	568.00				276.00		229.00	47.00		507.00	796.00	1,495.00	1,348.00	79.10	157.00						4,658.10																	
3/5/2025	46.00	46.00				1,304.00		128.00	1,176.00		837.00	802.00	1,990.00	1,703.00	21.00	72.00		72.00	575.00			6,226.00																	
3/6/2025	301.00	301.00				1,056.20		842.00	214.20		2,095.00	1,788.00	3,698.00	3,698.00	43.00	125.00		78.00				10,171.00																	
3/7/2025																																							
3/8/2025																																							
3/9/2025	269.00	269.00				828.00		446.00	382.00		1,870.00	902.00	581.00	2,104.00	8.00	113.00		213.00				52,623.47																	
3/10/2025	28.00	28.00			12.00	1,420.50		288.00	1,120.50		1,040.00	650.00	1,004.00	1,657.00	15.50	123.00		19.00	853.00			5,059.00																	
3/11/2025	365.00	365.00				76.00		42.00	34.00		666.00	153.00	591.00	1,841.00		21.00		72.00				3,420.00																	
3/12/2025	389.00	389.00			12.00	770.00		72.00	686.00	270.00	756.00	1,587.00	1,706.00	2,895.00	133.00		300.00	145.00				7,950.00																	
3/13/2025	825.00	825.00	12.00			647.00		237.00	398.00		1,695.00	1,103.00	1,029.00	2,383.00	81.00	155.00		344.00				7,425.00																	
3/14/2025																																							
3/15/2025																																							
3/16/2025																																							
3/17/2025	1,127.00	1,127.00			12.00	1,100.84		281.00	807.84	30.00	769.00	957.00	1,184.00	3,018.00	82.00	116.00		169.00	518.00			500.00																	
3/18/2025	512.00	512.00	12.00			893.25		246.25	635.00		808.75	761.00	636.00	3,793.00	13.00	183.00		182.00				7,258.00																	
3/19/2025	1,425.00	1,425.00				617.00		187.00	430.00		742.00	1,047.00	606.00	1,720.00	48.00	44.00						6,095.00																	
3/20/2025	677.00	677.00	12.00			623.00		309.00	302.00		1,073.00	841.00	762.00	2,957.00	121.00	365.00				23.00		6,707.00																	
3/21/2025	394.00	394.00			12.00	761.50		323.00	414.50		1,347.00	763.00	273.00	1,936.00	101.00	97.00						5,875.50																	
3/22/2025																																							
3/23/2025																																							
3/24/2025	327.00	327.00		360.00		1,131.50		244.00	887.50	30.00	996.00	938.00	2,013.00	1,783.00	32.00	106.00						7,029.50																	
3/25/2025	925.00	925.00				896.00		246.00	650.00	60.00	708.00	982.00	2,013.00	1,886.00	49.00	241.00		25.00	506.00			1,419.00																	
3/26/2025	374.00	374.00				629.00		72.00	500.00		1,234.00	482.00	1,556.00	2,713.00	6.00	216.00		4.00				6,340.00																	
3/27/2025	1,115.00	1,115.00	12.00			314.00		72.00	230.00		1,488.00	843.00	1,007.00	2,568.00	129.00	127.00		360.00				6,824.00																	
3/28/2025	686.00	686.00				753.00		501.00	252.00		1,128.00	1,474.00	807.00	1,881.00	52.00	137.00						6,232.00																	
3/29/2025																																							
3/30/2025																																							
3/31/2025	390.00	390.00		12.00		976.00		325.00	651.00	30.00	1,658.00	2,242.00	1,013.00	4,396.00		199.00		107.00				10,561.00																	
TOTAL	11,672.00	11,672.00	60.00	372.00	60.00	17,927.94	-	5,767.25	12,040.69	420.00	22,871.75	21,989.00	24,445.00	51,642.00	1,058.60	2,773.00	300.00	2,352.00	3,786.00	23.00	50,694.47	191,944.76																	

TOTAL REPORT  
 ODYSSEY 12,164.00  
 REPORT TOTAL 191,944.76  
 GRAND TOTAL 204,108.76

Total Fees (Revenue)

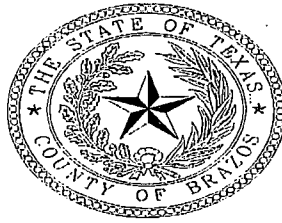
Diff.

*Karen McQueen*  
 KAREN MCQUEEN, COUNTY CLERK

*Ashtie Peters-Brownman*  
 ASHTIE PETERS-BROWMAN, CHIEF DEPUTY

4/1/2025  
 DATE





***Tanya Skinner***  
***Brazos County Collections Director***  
***300 East 26<sup>th</sup> Street, Ste 1401***  
***Bryan, Texas 77803***  
***979-361-4297 office***  
***tskinner@brazoscountytexas.gov***

April 2, 2025

Judge Duane Peters, Brazos County Judge  
Commissioner Bentley Nettles, Precinct 1  
Commissioner Chuck Konderla, Precinct 2  
Commissioner Fred Brown, Precinct 3  
Commissioner Wanda Watson, Precinct 4

Re: March 2025 monthly reports for the fines and jury fees

Dear Judge and Commissioners,

Please find the two attached monthly reports, as required to report to the commissioner's court at regular terms by the officer who collects fines, judgments or jury fees.

1. GASB 34 is the fines assessed and collected during the prior month.
2. Receipt Journal by Fund and Fee Code is the jury fees collected with the style and number of the case in which each jury fee was collected and the name of the person whom the fee was collected from.

If any of you have any further questions, please feel free to contact me at the above-mentioned number.

Thank you for your time and consideration regarding this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Tanya Skinner".

Tanya Skinner  
Director of Collections

# GASB 34

TXBRAZOSPROD

Assessed: 03/01/2025 to 03/31/2025 Collected: 03/01/2025 to 03/31/2025 Case Categories: CR Case Types: ALL

District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

## Criminal

Case #	Defendant	Disp Date	Assessed	Paid	Credits	Balance
22-00661-CRF-272	Garruth, Ian Wayne	3/26/2025 D	1,000.00	0.00	0.00	1,000.00
22-00716-CRF-361	CHAMBERS, ASHANTI MEKOLE	3/21/2025 D	500.00	0.00	0.00	500.00
22-03424-CRF-361	EGLAN, AHMAAD MITUME	3/24/2025 D	500.00	0.00	0.00	500.00
22-04418-CRM-CCL2	DAUGHERTY, BRYSON LAMONT	3/11/2025 D	100.00	0.00	0.00	100.00
22-04460-CRF-361	Perez, Robin Yolanda	3/20/2025 D	500.00	0.00	0.00	500.00
22-04824-CRF-361	ANDERSON, JARED MICHAEL	3/24/2025 D	500.00	0.00	0.00	500.00
23-00622-CRF-272	Thompson, Jacey Nicole	3/27/2025 D	1,000.00	1,000.00	0.00	0.00
23-00950-CRM-CCL1	KOYM, CHRISTOPHER MICHAEL	3/7/2025 D	1,000.00	1,000.00	0.00	0.00
23-01988-CRF-361	PETERSON, KYLA	3/4/2025 D	1,000.00	0.00	0.00	1,000.00
23-02401-CRF-361	ORTIZ, PORFIRIO, JR	3/20/2025 D	300.00	0.00	0.00	300.00
23-03942-CRM-CCL1	MEDICA, JOHN ANTHONY	3/17/2025 D	500.00	0.00	0.00	500.00
23-03943-CRM-CCL1	MEDICA, JOHN ANTHONY	3/17/2025 D	500.00	0.00	0.00	500.00
23-04029-CRF-272	Nixon, Jayson Bryan	3/4/2025 D	500.00	0.00	0.00	500.00
23-04514-CRF-272	RANDLE, SASCHE BREON	3/21/2025 D	500.00	0.00	0.00	500.00
23-04669-CRM-CCL1	WILLIAMS, SEQUIETIA LATRICE	3/24/2025 D	100.00	0.00	0.00	100.00
23-04910-CRM-CCL1	GAMEZ-MEDINA, JOSE B	3/31/2025 D	800.00	0.00	0.00	800.00
24-00173-CRM-CCL1	MCCREW, BLAKE EDWARD	3/19/2025 D	2,000.00	0.00	0.00	2,000.00
24-00237-CRM-CCL1	Velasquez Vasquez, Esban Adalberto	3/4/2025 D	750.00	0.00	750.00	0.00
24-00571-CRF-361	THIERRY, IVAN DEJON	3/27/2025 D	2,000.00	0.00	0.00	2,000.00
24-00913-CRM-CCL1	WHITEHEAD, FLOYD B, JR	3/7/2025 D	750.00	0.00	0.00	750.00
24-01095-CRM-CCL1	STUEBER, CHANSE CADLER	3/17/2025 D	750.00	750.00	0.00	0.00
24-01190-CRF-272	ALVAREZ, JEREMY	3/4/2025 D	1,000.00	0.00	0.00	1,000.00
24-01326-CRM-CCL1	CALDWELL, KIMBERLY KAY	3/31/2025 D	750.00	0.00	0.00	750.00
24-01503-CRM-CCL1	DANSBY, ANTHONY TERRELL	3/17/2025 D	750.00	750.00	0.00	0.00
24-01540-CRM-CCL1	RASCH, CHASE ARNAN	3/24/2025 D	500.00	0.00	0.00	500.00
24-01550-CRM-CCL1	TURNER, DEMEKA RENAY	3/7/2025 D	500.00	0.00	0.00	500.00
24-01643-CRF-272	Obenhoff, Hans William	3/18/2025 D	1,000.00	0.00	0.00	1,000.00
24-01679-CRM-CCL1	Jennings, Jamey Leighann	3/31/2025 D	250.00	0.00	0.00	250.00
24-01716-CRM-CCL1	SOLIZ, KIMBERLY YVONNE	3/4/2025 D	1,000.00	0.00	0.00	1,000.00

# GASB 34

TXBRAZOSPROD

Assessed: 03/01/2025 to 03/31/2025 Collected: 03/01/2025 to 03/31/2025 Case Categories: CR Case Types: ALL

District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

## Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-01975-CRM-CCL2	Rico-Hernandez, Beatriz Adriana	3/18/2025	D	750.00	0.00	0.00	750.00
24-02101-CRM-CCL2	BROTHERS, SEBASTIAN ANDRE	3/25/2025	D	1,000.00	0.00	0.00	1,000.00
24-02186-CRM-CCL1	VANOPPEL, COLE HENRY	3/17/2025	D	750.00	750.00	0.00	0.00
24-02196-CRM-CCL2	SAENZ, MYA LAUREE	3/20/2025	D	300.00	0.00	0.00	300.00
24-02218-CRM-CCL1	TOLIVER, TAMARA ALIZE	3/24/2025	D	500.00	0.00	0.00	500.00
24-02248-CRM-CCL2	BARAJAS PAREDES, RAMON	3/20/2025	D	750.00	0.00	0.00	750.00
24-02254-CRM-CCL1	Gilbert, Javonte O'Neil	3/24/2025	D	750.00	0.00	750.00	0.00
24-02281-CRM-CCL2	PEREZ ADALIS LIANET	3/18/2025	D	2,500.00	0.00	0.00	2,500.00
24-02300-CRM-CCL2	Gomez-Avila, Sergio Alonso	3/18/2025	D	500.00	0.00	0.00	500.00
24-02307-CRM-CCL1	FLORES, MONICA OLIVARES	3/31/2025	D	1,000.00	0.00	0.00	1,000.00
24-02318-CRM-CCL2	GONZALEZ-GUILLEN, ANDRIEL	3/18/2025	D	1,500.00	0.00	0.00	1,500.00
24-02406-CRM-CCL2	Corwill, Luna Marie	3/7/2025	D	500.00	0.00	0.00	500.00
24-02511-CRM-CCL2	LINDBERG, CHRISTOPHER ANDREW	3/19/2025	D	1,000.00	0.00	0.00	1,000.00
24-02676-CRM-CCL1	ARRIAGA, JOANNE	3/3/2025	D	1,000.00	0.00	0.00	1,000.00
24-02682-CRM-CCL1	BOGANY, RONNIE RAY	3/17/2025	D	1,000.00	0.00	0.00	1,000.00
24-02690-CRM-CCL1	Merimon, Joe Lee JR	3/17/2025	D	1,000.00	0.00	0.00	1,000.00
24-02724-CRM-CCL1	MCKINNEY, CONNER MATTHEW	3/17/2025	D	500.00	500.00	0.00	0.00
24-02725-CRM-CCL1	JEFFREY, HAYDEN THOMAS	3/17/2025	D	300.00	300.00	0.00	0.00
24-02726-CRM-CCL1	RAY, TYLER SCOTT	3/19/2025	D	1,200.00	0.00	0.00	1,200.00
24-02729-CRM-CCL2	Rodriguez, Lourdes Ochoa	3/18/2025	D	500.00	0.00	0.00	500.00
24-02748-CRM-CCL2	Scyrus, Tierra Rashe	3/28/2025	D	750.00	0.00	0.00	750.00
24-02856-CRM-CCL2	Watson, Laquenia Lavette	3/20/2025	D	1,000.00	0.00	0.00	1,000.00
24-02920-CRM-CCL1	JACKSON, LINDSEY	3/24/2025	D	500.00	0.00	500.00	0.00
24-02926-CRM-CCL1	NICKERSON, THOMAS EARL	3/24/2025	D	500.00	0.00	0.00	500.00
24-03013-CRM-CCL1	GENT, JAKE RYAN	3/24/2025	D	750.00	0.00	0.00	750.00
24-03019-CRM-CCL1	TINNELL, JANESEA ELAINE INEZ	3/24/2025	D	500.00	0.00	0.00	500.00
24-03220-CRM-CCL1	PARSONS, JACKSON GRAHAM	3/3/2025	D	750.00	750.00	0.00	0.00
24-03237-CRM-CCL2	PATE, CHERYL LYNN	3/4/2025	D	1,000.00	1,000.00	0.00	0.00

# GASB 34

TXBRAZOSPROD

Assessed: 03/01/2025 to 03/31/2025 Collected: 03/01/2025 to 03/31/2025 Case Categories: CR Case Types: ALL

District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

## Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-03271-CRM-CCL1	GARCIA-VILLARREAL, MARESSLY YADIRA	3/17/2025	D	300.00	0.00	0.00	300.00
24-03272-CRM-CCL1	MCDANIEL, ERIC NOEL	3/17/2025		300.00	0.00	0.00	300.00
24-03273-CRM-CCL2	GRIESS, COOPER ROBERT	3/21/2025	D	500.00	500.00	0.00	0.00
24-03290-CRM-CCL1	PONCE, ALFREDO JOSE	3/18/2025	D	500.00	500.00	0.00	0.00
24-03313-CRM-CCL1	PADILLA-PESCADOR, BRUNO	3/17/2025	D	500.00	500.00	0.00	0.00
24-03324-CRM-CCL1	TOMLIN, TROOPER TOMMY	3/3/2025	D	500.00	0.00	0.00	500.00
24-03347-CRM-CCL1	DEMERITT, KYLAN MICHAEL	3/17/2025	D	500.00	0.00	0.00	500.00
24-03477-CRM-CCL2	HERNANDEZ, AIDAN MATTHEW	3/20/2025	D	500.00	0.00	0.00	500.00
24-03595-CRM-CCL1	JORDAN, KENNEDY LAINE	3/17/2025	D	500.00	500.00	0.00	0.00
24-03626-CRM-CCL1	Dunn, Jacob Thomas	3/17/2025	D	750.00	204.00	0.00	546.00
24-03632-CRM-CCL1	Thomas, Maranda Dee-Anne	3/31/2025	D	500.00	0.00	0.00	500.00
24-03686-CRM-CCL1	ST JOHN, JOSIAH MATHEW	3/17/2025	D	750.00	750.00	0.00	0.00
24-03758-CRF-361	ALVAREZ, MIGUEL ANGEL	3/6/2025	D	500.00	0.00	0.00	500.00
24-03802-CRF-272	Hernandez, Issac	3/4/2025	D	500.00	0.00	0.00	500.00
24-03852-CRM-CCL1	CARTER, MYLES LEVAUTRY	3/17/2025	D	500.00	0.00	0.00	500.00
24-03861-CRM-CCL1	GONZALEZ, EZEKIEL	3/17/2025	D	1,000.00	0.00	0.00	1,000.00
24-03893-CRM-CCL1	VILLEGAS GUILLEN, JORGE	3/17/2025	D	2,000.00	0.00	0.00	2,000.00
24-03923-CRM-CCL1	BELLO, NICOLAS	3/24/2025	D	500.00	0.00	0.00	500.00
24-03996-CRM-CCL2	CASTILLO, JAYDEN RENE	3/19/2025	D	500.00	500.00	0.00	0.00
24-04014-CRM-CCL2	ROSS, KYLER	3/19/2025	D	500.00	0.00	0.00	500.00
24-04044-CRM-CCL2	CRATHERS, ANGELA RENAE	3/19/2025	D	1,000.00	0.00	0.00	1,000.00
24-04057-CRM-CCL2	GRAY, DOMINIC DESHAWN	3/7/2025	D	500.00	0.00	0.00	500.00
24-04060-CRM-CCL2	LANCASTER, DALE EDWARD	3/17/2025	D	500.00	0.00	0.00	500.00
24-04074-CRF-361	BROWN, JEBILEE	3/27/2025	D	1,000.00	0.00	0.00	1,000.00
24-04086-CRF-272	JACKSON, BETTY ANN	3/7/2025	D	500.00	0.00	0.00	500.00
24-04100-CRF-361	MENDOZA, MARIAH BRENTINEY	3/20/2025	D	500.00	0.00	0.00	500.00
24-04146-CRM-CCL1	HACKEBEIL, KOLT WESLEY	3/18/2025	D	500.00	500.00	0.00	0.00
24-04151-CRM-CCL1	Johnson, Ebony Horn	3/31/2025	D	100.00	0.00	0.00	100.00



# GASB 34

TXBRAZOSPROD

Assessed: 03/01/2025 to 03/31/2025 Collected: 03/01/2025 to 03/31/2025 Case Categories: CR Case Types: ALL

District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

## Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-04178-CRM-CCL2	WILLIAMS, ADRIANA LASHAY	3/19/2025	D	1,000.00	0.00	0.00	1,000.00
24-04207-CRM-CCL1	Silientes, Gilbert JR	3/31/2025		400.00	0.00	0.00	400.00
24-04222-CRM-CCL1	WALSH, RILEY	3/31/2025	D	500.00	500.00	0.00	0.00
24-04223-CRM-CCL2	BOSWORTH, MAXAMILLIAN LOUIS	3/19/2025	D	500.00	0.00	0.00	500.00
24-04225-CRM-CCL2	HASTY, CAROLINE ASHLEY	3/7/2025	D	500.00	0.00	0.00	500.00
24-04238-CRM-CCL2	ALLEN, NATHAN	3/19/2025	D	750.00	0.00	0.00	750.00
24-04249-CRM-CCL1	JACKSON, STEFIVON ANDREW	3/31/2025	D	1,000.00	0.00	0.00	1,000.00
24-04301-CRM-CCL1	CASEY, CANAAN THOMAS EARL	3/31/2025	D	750.00	0.00	0.00	750.00
24-04323-CRM-CCL1	MCMURRY, MARIO LATROY	3/31/2025	D	1,300.00	0.00	0.00	1,300.00
24-04430-CRM-CCL2	WESLEY, TERROL LAMONTE	3/18/2025	D	500.00	0.00	0.00	500.00
24-04436-CRM-CCL1	GARCIA, ABRAHAM	3/27/2025	D	1,200.00	0.00	0.00	1,200.00
24-04470-CRM-CCL2	NEWTON, CHRISTIAN DAVION	3/20/2025	D	500.00	0.00	0.00	500.00
24-04519-CRM-CCL1	MAURICIO RIVERA, ANGEL	3/31/2025	D	750.00	0.00	0.00	750.00
24-04521-CRM-CCL1	HERNANDEZ RIVERA, JESUS	3/31/2025	D	750.00	0.00	0.00	750.00
24-04564-CRM-CCL1	WILLIAMS, LUKE ALLEN	3/3/2025	D	750.00	0.00	0.00	750.00
24-04593-CRM-CCL1	ABBOTT, CHRISTOPHER SCOTT	3/18/2025	D	500.00	0.00	500.00	0.00
24-04804-CRM-CCL1	Loya, Ivan Fernando	3/18/2025	D	500.00	500.00	0.00	0.00
25-00074-CRM-CCL2	BLUMENTHAL, PATRICK RENO	3/18/2025	D	500.00	0.00	0.00	500.00
25-00113-CRM-CCL1	FIELDS, CRAIGNISHA NICOLE	3/17/2025	D	500.00	0.00	0.00	500.00
25-00128-CRM-CCL1	KING, CHASATE	3/17/2025	D	750.00	0.00	0.00	750.00
25-00134-CRM-CCL1	MORALES, MORGAN RENEE	3/17/2025	D	500.00	0.00	0.00	500.00
25-00139-CRM-CCL1	Rodriguez, John	3/17/2025	D	500.00	0.00	0.00	500.00
25-00146-CRM-CCL2	ZGABAY, MIRANDA MARIE	3/18/2025	D	500.00	0.00	0.00	500.00
25-00161-CRM-CCL2	WILLIAMS, TERRANCE DEWAYNE	3/20/2025	D	100.00	0.00	0.00	100.00
25-00170-CRM-CCL1	BARAJAS, RENE AARON	3/31/2025	D	500.00	0.00	0.00	500.00
25-00180-CRM-CCL1	DORCENA, SHEELOVE	3/19/2025	D	500.00	0.00	0.00	500.00
25-00189-CRM-CCL2	DUREN, HOWARD EDWARD, JR	3/18/2025	D	500.00	0.00	0.00	500.00
25-00194-CRM-CCL2	JOHNSON, DANIEL EDWARD	3/18/2025	D	1,600.00	0.00	0.00	1,600.00
25-00195-CRM-CCL1	JOHNSON, FREDDIE LEE, JR	3/31/2025	D	200.00	200.00	0.00	0.00

# GASB 34

TXBRAZOSPROD

Assessed: 03/01/2025 to 03/31/2025 Collected: 03/01/2025 to 03/31/2025 Case Categories: CR Case Types: ALL

District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

## Criminal

Case #	Defendant	Disp Date	Assessed	Paid	Credits	Balance
25-00204-CRM-CCL1	PERRY AGUIRRE, JAROD CESAR	3/17/2025 D	200.00	200.00	0.00	0.00
25-00208-CRM-CCL1	SMITH, CALVIN EUGENE	3/17/2025	200.00	0.00	0.00	200.00
25-00217-CRM-CCL1	GITSCHER, MAXIMUS GEORGE	3/17/2025 D	500.00	500.00	0.00	0.00
25-00280-CRM-CCL2	VILLATORO, ROGER MIGUEL	3/20/2025 D	750.00	0.00	0.00	750.00
25-00315-CRM-CCL1	GARCIA JR, PAUL	3/31/2025 D	300.00	0.00	0.00	300.00
25-00345-CRM-CCL1	TWEVE, AUDI CHERELLE	3/31/2025 D	100.00	0.00	0.00	100.00
25-00416-CRM-CCL2	Maclaury, Jason Charles	3/11/2025 D	100.00	0.00	0.00	100.00
25-00427-CRF-361	Harris, Elmilvio KAMARI-AMERE	3/19/2025 D	500.00	0.00	0.00	500.00
25-00773-CRM-CCL1	WORRALL, ALAN DONALD	3/20/2025 D	1,000.00	0.00	1,000.00	0.00
25-00814-CRM-361	PALACIOS, AMBER NICOLE	3/6/2025 D	1,000.00	0.00	0.00	1,000.00
25-00955-CRF-361	SANCHEZ, BRISNA MARLENE	3/19/2025 D	1,000.00	0.00	0.00	1,000.00
25-01241-CRF-85	HENRY, AMANDA ELAELE	3/28/2025 D	1,500.00	0.00	0.00	1,500.00
<b>Criminal Totals</b>			<b>87,000.00</b>	<b>12,654.00</b>	<b>3,500.00</b>	<b>70,846.00</b>
<b>Grand Totals</b>			<b>87,000.00</b>	<b>12,654.00</b>	<b>3,500.00</b>	<b>70,846.00</b>



# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till, Collections Adjustment Till, Crystal Salinas' Till, Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

85th District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000	41040000		Cashier / Station
					JSF	135	224	
Payment 2025-209682	GARZA, CHRISTY MARIE 18-01550-CRM-85	AuditID: 4749375 03/03/2025	60.00	0.54	0.54			Thomas, Kelly AG
Payment 2025-209836	BARTON, HANNAH ELIZABETH HOPE 17-04063-CRF-85	AuditID: 4750442 03/05/2025	20.00	0.20	0.20			Charanza, Lori LC1
Payment 2025-209935	RODRIGUEZ, MAURO CASTILLO 18-02553-CRF-85	AuditID: 4751159 03/06/2025	25.00	0.21	0.21			Charanza, Lori LC1
Payment 2025-210188	AUSTON, QUINTON RAYMON 18-02852-CRF-85	AuditID: 4752467 03/10/2025	25.00	0.30	0.30			Charanza, Lori LC1
Payment 2025-210678	MENCHACA, MARIA DONACIANA 18-04707-CRF-85	AuditID: 4755441 03/17/2025	5.00	0.06	0.06			Charanza, Lori LC1
Payment 2025-211201	BARTON, HANNAH ELIZABETH HOPE 17-04063-CRF-85	AuditID: 4758744 03/24/2025	25.00	0.25	0.25			Charanza, Lori LC1
Payment 2025-211347	DELACRUZ, ELOY 07-05470-CRF-85	AuditID: 4759463 03/25/2025	65.00	0.59		0.59		Charanza, Lori LC1

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till, Collections Adjustment Till, Crystal Salinas' Till, Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

272nd District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000	41040000		Cashier / Station
					JSF	135	224	
Payment 2025-209802	NEWTON, CLARENCE JR 19-02513-CRF-272	AuditID: 4749964 03/04/2025	100.00	0.98	0.98			Thomas, Kelly AG
Payment 2025-209828	JOHNSON, DEVIN DMARCUS 18-02185-CRM-272	AuditID: 4750381 03/04/2025	332.00	4.00	4.00			Thomas, Kelly AG
Payment 2025-210010	CARLISLE, TERRY BENARD, Jr 17-01875-CRF-272	AuditID: 4751709 03/07/2025	50.00	0.52	0.52			Charanza, Lori LC1
Payment 2025-210523	TATES, STEVEN MAURICE 18-04393-CRF-272	AuditID: 4754548 03/14/2025	5.00	0.07	0.07			Charanza, Lori LC1
Payment 2025-210730	HARRISON, KESTON JACOBY 15-01092-CRF-272	AuditID: 4755679 03/17/2025	20.00	0.17	0.17			Thomas, Kelly AG
Payment 2025-210826	PATTERSON-BOENIGK, HEATHER ELIZABETH 19-02197-CRF-272	AuditID: 4756308 03/18/2025	40.00	0.51	0.51			Charanza, Lori LC1
Payment 2025-211116	SIMPSON, JAMES CONORD 18-03641-CRF-272	AuditID: 4758255 03/21/2025	50.00	0.72	0.72			Skinner, Tanya TS1D
Payment 2025-211175	WILLIAMS, CHARLES E, Jr 18-04388-CRF-272	AuditID: 4758508 03/21/2025	20.00	0.16	0.16			Thomas, Kelly AG
Payment 2025-211461	SANCHEZ, FRANCISCO MARTINEZ, J 15-04074-CRF-272	AuditID: 4760190 03/26/2025	20.00	0.23	0.23			Thomas, Kelly AG

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till, Collections Adjustment Till, Crystal Salinas' Till, Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

361st District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000	41040000		Cashier / Station
					JSF	135	224	
Payment 2025-209730	ELLIS, MICHAEL WAYNE 18-03108-CRF-361	AuditID: 4749682 03/04/2025	75.00	0.66	0.66			Charanza, Lori LC1
Payment 2025-210300	Poulsen, Mark Allen 18-04435-CRF-361	AuditID: 4753060 03/11/2025	20.00	0.05	0.05			Skinner, Tanya TS1D
Payment 2025-210350	PEREZ, ARMANDO 18-00123-CRM-361	AuditID: 4753494 03/11/2025	60.00	0.74	0.74			Charanza, Lori AG
Payment 2025-210469	SANTOS, CRISTIAN ANTONIO 17-04301-CRF-361	AuditID: 4754197 03/13/2025	20.00	0.06	0.06			Skinner, Tanya TS1D
Payment 2025-210682	AVENDANO, PEDRO, Jr 17-00887-CRF-361	AuditID: 4755452 03/17/2025	33.00	0.30	0.30			Charanza, Lori LC1
Payment 2025-211234	KELLAR, ANGELA GAY 19-01068-CRF-361	AuditID: 4758835 03/24/2025	20.00	0.20	0.20			Charanza, Lori LC1
Payment 2025-211569	JOHNSON, DANIEL 18-02510-CRF-361	AuditID: 4761217 03/28/2025	30.00	0.26	0.26			Charanza, Lori LC1

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

CCL 1

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000	41040000		Cashier / Station
					JSF	135	224	
Payment 2025-210921	AL MARAZ, JUAN SMITH 18-05095-CRM-CCL1	AuditID: 4756980 03/19/2025	1,126:00	1.54	1.54			Charanza, Lon LC1

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

CCL 2

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000	41040000		Cashier / Station
					JSF	135	224	
Payment 2025-210971	WEBB, ERNEST LORENZO 17-01653-CRM-CCL2	AuditID: 4757175 03/19/2025	647.10	44.00	4.00		40.00	Charanza, Lori LC1
Fee Code Totals			2,893.10	57.32	16.73	0.59	40.00	

Final Totals	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Total Receipts	2,893.10	57.32	16.73	0.59	40.00
Total Adjustments Impacting Receipts	0.00	0.00	0.00	0.00	0.00
Final Fee Code Totals	2,893.10	57.32	16.73	0.59	40.00

85th District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Fee Code Totals for All Funds	2.15	2.15	1.56	0.59	0.00
01000-11200200-41040000 FEES - DISTRICT CLERK	0.59	0.59	0.00	0.59	0.00
0100-30033000 A/P JURY REIMBURSEMT FEE	1.56	1.56	1.56	0.00	0.00
District Clerk Fund	2.15	2.15	1.56	0.59	0.00
0100 - General Fund	0.00	0.00	0.00	0.00	0.00

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025 Sorted by: By date, by receipt number

Tills: Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

272nd District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Fee Code Totals for All Funds	7.36	7.36	7.36	0.00	0.00
01000-11200200-41040000 FEES - DISTRICT CLERK		0.00	0.00	0.00	0.00
0100-30033000 A/P JURY REIMBURSEMT FEE	7.36	7.36	7.36	0.00	0.00
District Clerk Fund	7.36	7.36	7.36	0.00	0.00
0100 - General Fund	0.00	0.00	0.00	0.00	0.00

361st District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Fee Code Totals for All Funds	2.27	2.27	2.27	0.00	0.00
01000-11200200-41040000 FEES - DISTRICT CLERK		0.00	0.00	0.00	0.00
0100-30033000 A/P JURY REIMBURSEMT FEE	2.27	2.27	2.27	0.00	0.00
District Clerk Fund	2.27	2.27	2.27	0.00	0.00
0100 - General Fund	0.00	0.00	0.00	0.00	0.00

CCL 1

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Fee Code Totals for All Funds	1.54	1.54	1.54	0.00	0.00
01000-11200200-41040000 FEES - DISTRICT CLERK		0.00	0.00	0.00	0.00
0100-30033000 A/P JURY REIMBURSEMT FEE	1.54	1.54	1.54	0.00	0.00
District Clerk Fund	1.54	1.54	1.54	0.00	0.00
0100 - General Fund	0.00	0.00	0.00	0.00	0.00



Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025    Sorted by: By date, by receipt number    Tills: Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig

Case Manager   District Clerk   85th District Court   272nd District Court   361st District Court   472nd District Court   CCL 1   CCL 2

CCL 2  
Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000	41040000	
			JSF	135	224
Fee Code Totals for All Funds	44.00	44.00	4.00	0.00	40.00
01000-11200200-41040000 FEES - DISTRICT CLERK	40.00	40.00	0.00	0.00	40.00
0100-30033000 A/P JURY REIMBURSEMT FEE	4.00	4.00	4.00	0.00	0.00
District Clerk Fund	44.00	44.00	4.00	0.00	40.00
0100 - General Fund	0.00	0.00	0.00	0.00	0.00

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025

## Fee Code Summary

85th District Court

Criminal

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
135	Jury Fee	0.59	1	0.00	0	0.00	0	0.59	1
JSF	Juror Service Fee-Reimbursement	1.56	6	0.00	0	0.00	0	1.56	6
<b>Sub-Totals</b>		2.15	7	0.00	0	0.00	0	2.15	7

272nd District Court

Criminal

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	7.36	9	0.00	0	0.00	0	7.36	9
<b>Sub-Totals</b>		7.36	9	0.00	0	0.00	0	7.36	9

361st District Court

Criminal

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	2.27	7	0.00	0	0.00	0	2.27	7
<b>Sub-Totals</b>		2.27	7	0.00	0	0.00	0	2.27	7

CCL 1

Criminal

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	1.54	1	0.00	0	0.00	0	1.54	1
<b>Sub-Totals</b>		1.54	1	0.00	0	0.00	0	1.54	1

# Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: 03/01/2025 - 03/31/2025

## Fee Code Summary

CCL 2

Criminal

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
224	Jury Fee - Convicted	40.00	1	0.00	0	0.00	0	40.00	1
JSF	Juror Service Fee-Reimbursement	4.00	1	0.00	0	0.00	0	4.00	1
Sub-Totals		44.00	2	0.00	0	0.00	0	44.00	2

Amount	Number	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
57.32	26	0.00	0	0.00	0	57.32	26		

Fee Code Summary Totals