

MINUTES

JUNE 24, 2025

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, June 24, 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, Absent; Fred Brown, Commissioner of Precinct 3; Wanda J. Watson, Commissioner of Precinct 4, Presiding; Karen McQueen, County Clerk, Absent; The attached sheets contain the names of the citizens and officials that were in attendance.

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

Stephen Pearsall discussed misinformation and lack of transparency concerning the 2022 TRIP Bond. He also questioned the use of Bond funds for the East Loop Project. Mr. Pearsall provided a handout to the Court and it is attached hereto.

Mike Southerland spoke on issues with the Courtroom Decorum Policy and the language on the meeting agendas.

Dr. Walter Daugherity shared information on certification of voting machines. He asked that the Court be proactive in addressing the possibility of the certification expiring. Dr. Daugherity provided a handout to the Court and it is attached hereto.

Cathie Viens provided information to the Court regarding new election laws. She also shared her expectations of the Court members.

Karen Hall expressed her opposition to the East Loop project, stating that it is not needed. Ms. Hall asked the Court to do the right thing and stop pursuing the East Loop Project.

Cynde Wiley expressed concern on voting machine certifications and the election process. She requested the Court hold workshops and townhalls to inform citizens. Ms. Wiley provided a handout to the Court and it is attached hereto.

- 3. Presentations and/or Discussions
 - Presentation and discussion on Axon Contract by the Brazos County Sheriff's Office.

Lt. Garrett House with the Sheriff's Office presented information on the Axon Contract. He stated that the current contract will expire in 2027 and if the contract is renewed by July 1, 2025 the County will receive a discounted rate to include new technology that would provide greater efficiencies within the Sheriff's Office. This contract would also upgrade tasers, drones and evidence.com.

Commissioner Brown stated that the Purchasing Department needs to be more involved in the negotiation of Sheriff's Office contracts in the future.

Commissioner Watson clarified that this contract also includes the 4 Constable Offices and that adequate training would be provided.

Commissioner Nettles expressed his support, sharing that these tools will increase capability, efficiency, and officer retention.

A copy of the presentation is attached.

Consider and take action on agenda items: 4 - 17

4. Approval of Contract #25-136 with Axon for Law Enforcement Technology.

A copy of the contract is attached.

Motion: , Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. . 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

5. Order 25-023 adopting the amended rate of 6 percent for the Local Provider Participation Fund for fiscal year 2025.

Commissioner Brown explained that this is a pass through for the hospitals and does not come out of the County budget. A copy of the order is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

6. Approval of the Interlocal Agreement for the Maintenance of Roads - Parcel O.

A copy of the Interlocal Agreement is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

7. Approval of Amendment #1 to renew Contract #24-111R Actuarial Services with Gabriel, Roeder, Smith & Company to extend contract term until June 30, 2027.

Commissioner Brown shared his concerns about staying with the same company since 2013, stating he would like to see the County look into other options.

County Auditor Katie Connor provided clarification on the decision to continue with this company, noting that they have provided good service to the County. Ms. Connor stated that looking into other options could happen before the next renewal.

A copy of the amendment is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

8. Approval of Change Order #1 to CIP 24-618 Harpers Ferry & Cricket Pass Reconstruction with Brazos Paving to deduct \$274,177.65 from the contract for unused bid line items and unused contingency. The new contract total will be \$1,874,321.90.

A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

9. Approval of Contract #25-125 Web Hosting Services with Kinsta.

Cathie Veins asked that the Commissioners explain the purpose of this contract.

Commissioner Nettles explained that this contract is for hosting the County website. He then asked Chief Information Officer Eric Caldwell to provide further details. Mr. Caldwell clarified the purpose of the contract.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

 Approval of CIP #25-590 Facilities Assessment Phase II for various county buildings with VLK Architects. Phase II, Part 1 includes the Brazos Center, Courthouse, Sheriff's Admin. Building, and Jail. Phase II, Part 2 includes an envelope assessment for 18 buildings. The total project will be \$428,437.20. Commissioner Brown moved to table this item to allow time for a workshop to further discuss the project.

Commissioner Nettles asked for clarification on the options to piggyback on College Station Independent School District's contract to save the County time and money.

Projector Manager Trevor Lansdown provide clarification and explanation for the project.

Commissioner Watson shared that she is in support of this project and is not in-favor of tabling.

Commissioner Nettles asked what the impact of delaying this project would be. Specifically, whether the County could lose the ability to piggyback on the contract with College Station ISD.

Purchasing Agent Charles Wendt provided clarification and Project Manager Trevor Lansdown stated that the County would not lose the option for piggybacking on College Station ISD if it is delayed by a week.

Commissioner Nettles seconded the motion to table. The motion to table passed 2 to 1 with Commissioner Watson opposed. A copy of the contract is attached.

Motion: Table, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 2-1. Ayes: Brown, Nettles. Nays: Watson. Absent: Konderla, Peters.

11. Approval of Renewal for Contract #26-002 for Solid Waste Hauling/Recycling and Citizen Collection Site Trash Pickup with Texas Commercial Waste for an additional year.

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

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

12. Tax Refund Applications for the following:

Refunds

- a. Don Hart's Radiator Service Center, Inc \$58.10 Overpayment
- b. Samantha Stinnett \$525.93 Payment in Error
- c. Capital Title of Texas, LLC \$3,965.61 Payment in Error

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

- 13. Budget Amendments.
 - FY 24/25 Budget Amendments 36.01

36.01 - Recognizing Revenue for Constable, Precinct 2 and Constable, Precinct 3.

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

- 14. 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 Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

15. Payment of Claims.

Approval of Payment of Claims

- a. 8210334 8210447
- b. 9204796 9204864

Motion: Approve, Moved by , Seconded by . Passed. 3-0. Ayes: Brown, Nettles, Watson. Absent: Konderla, Peters.

16. Convene into Executive Session pursuant to Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated.

Commissioner Watson announced that there would be no Executive Session.

- 17. Consider and possible action on Executive Session.
- 18. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of June 16, 2025.

Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of June 16, 2025.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and

Contingency Fund Budget to Actuals as of June 16, 2025.

19. Acknowledgement of monthly reports submitted in June 2025.

The Court acknowledged receipt of the Extension Service reports submitted in June of 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

20. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 20 juveniles in the detention center, 17 are male, 3 are female, and 36 have electronic monitors.

21. Sheriff's report on inmate population.

Sheriff Wayne Dicky reported there were 740 inmates in jail, 649 inmates are male, 91 are female, and 42 have electronic monitors.

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

Commissioner Nettles invited the community to attend the Brazos County First Responders BBQ Cookoff on June 28, 2025, from 10:00 am to 5:00 pm at St. Nick's Green. More information can be found on Brazos County First Responders Association Facebook page.

23. Adjourn.

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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 JUNE 24, 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.

- 1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag Commissioner Brown
- 2. Call for Citizen input and/or concerns
- 3. Presentations and/or Discussions
 - Presentation and discussion on Axon Contract by the Brazos County Sheriff's Office.

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- 5. Order 25-023 adopting the amended rate of 6 percent for the Local Provider Participation Fund for fiscal year 2025.
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Approval of Payment of Claims

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- 19. Acknowledgement of monthly reports submitted in June 2025.
- 20. Juvenile director's report on detention population.
- 21. Sheriff's report on inmate population.
- 22. Announcement of interest items and possible future agenda topics.
- 23. 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.

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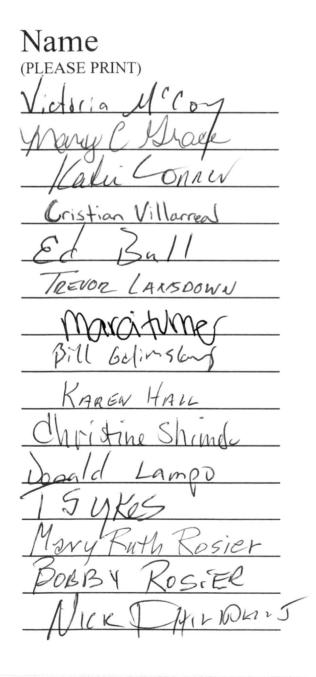
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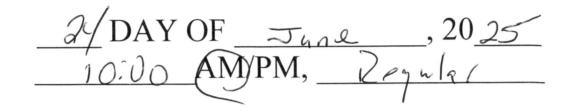




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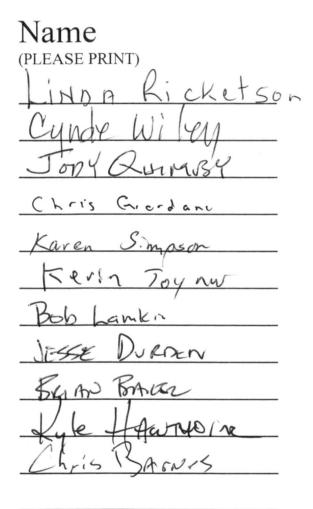


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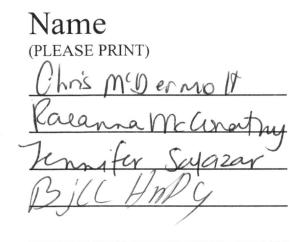
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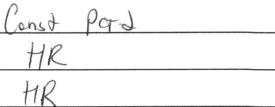
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Organization (PLEASE PRINT)



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Sample Ballot for the November 2022 Election Printed by Stephen Pearsall for reference by the Commissioners Court on June 24, 2025

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SAMPLE BALLOT

(BOLETA DE MUESTRA) 2022 GENERAL/SPECIAL CITY OF BRYAN/BISD /CITY OF COLLEGE STATION/CSISD (ELECCIÓN GENERAL Y ELECCIÓN ESPECIAL CIUDAD DE BRYAN/BISD /CIUDAD DE COLLEGE STATION/CSISD) (CONDADO DE) BRAZOS COUNTY, TEXAS

NOVEMBER 8, 2022

(8 DE NOVIEMBRE DE 2022)

INSTRUCTION TEXT: Please use a black or blue ink pen only. Completely fill in the box provided to the left of your choice. Make no stray marks on the ballot. Do not use inks thal soak through the paper. TEXTO DE INSTRUCCIÓN: Por favor use solamente una pluma de tinta negra o azul. Liene completamente el espacio cuadrado a la izquierda de su selección. No haga marcas extraviadas. No use tintas que se pueden penetrar el papel. United States Representativo District 10 (Representante de los Estados Unidos Distrito Núm. 10) Michael McCaul Rep Linda Nuno Dem Bitl Kelsey Lib) Rep Dem	Proposition B (PROPUESTA B) Authonizing Brazos County, Texas to impose an additional vehicle registration fee in an amount not to exceed \$10.00 for transportation projects identified by the Brazos County regional mobility authority (RMA) pursuant to section 502.402 of the Texas Transportation Code. "Airtornar al Condado de Brazos, Texas, nate importe una las a distinant de		
		Rep Dem			
		Judge, Court of Criminal Appeals Place 5 (Juez, Corte de Apteaciones Criminales Lugar Núm 5) Scott Walker Rep		registración de vehículos en un monto que no exceda de 310.00 para proyectos de transporte identificados por la autoridad de movildad regional del Condado de Brazos	
		Dem Place 6	(RMA) de conformidad con la sección 502.402 del código de transporte de Texas." For (A Favor) Against (En Contra)		
	(Juez, Corre d'e Apleaciones Comina Núm 6) Jesse F. McClure III Robert Johnson	Rep Dem	City of Bryan (Ciudad de Bryan)		
Rep Dem Lib Gm	State Senator, District 5 (Senador Estado, Distrilo Núm 5) Charles Schwertner Tommy Estes	Rep Lib	Mayor (Arcaide) Bobby Gutierrez Brent Hairston Mike Southerland	NP NP NP	
Rep Dem Lib	State Representative, District 14 (Representante Estado, Distrito Núm John Raney Jeff Miller	14) Rep Lib	Councilmomber Single Member D (Miembro del Consejo de Distrito 1) Raul Santana Paul Torres		
Rep Dem Lib	County Judge (Juez de Condado) Duane Peters Clyde Garland	Rep Lib	Councilmember Single Member D (Miembro del Consejo de Distrito 2) Ray Arrington Refael Pone III		
Rep Dem Lib	District Clerk (Socretario del Distrito) Gabriel Garcia Searcy L. Toliver	Rep Dem	Councilmember Single Member D (Miembro del Consojo de Distrito 5) Anjuli "A J." Renold. Marca Ewers-Shuttleff Kylo R. Schumann		
Office Rep	County Commissioner, Precinct N (Comisionado del Condado, Precinto Timothy Delasandro Wando Watson	o. 4 Núm.4) Rep Dem	Councilmembor At-Large Place 6 (Miombro del Consejo Municipal en Lugar 6) Kevin C. Boriskie		
Dem Grn	(Juez de Paz, Precinto Núm 2)		Counclimember Single Member D (Unexpired term)		
Rep Dem	Bailey C. Cole	Lib	(Miembro del Consejo de Distrito 3 plazo no vencido) Jared Salvato Dons Machinski	NP NP	
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Lib Grn			amended to remove the limitation of "establishment that sells alcoholic b and clarify that the Mayor may order	everages* r any place	
Rep Dem Lib	construction of roads, bridges and highways throughout the county, including participation in joint federal, state, city and regional government projects, and the levy of a tax in payment thereof. "La amisión do \$100,000,000 en bonos para		disaster and may exercise authority under the Texas Disaster Act? ¿Debe ser enmendada la Sección 5 "Concejo Municipal. Deberes del A la Catta de la Ciudad de Bryan para	granted (I) titulada Icalde,*de eliminar la	
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RESOLUTION ON ELECTION PROCEDURES Updated June 17, 2025

IN THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS

WHEREAS, Brazos County currently uses electronic voting systems to conduct all elections, and

WHEREAS, *Texas Election Code \$122.001(a)(3)* mandates that a voting system must comply with the voting system standards adopted by the Election Assistance Commission (EAC), and

WHEREAS, the EAC adopted *Voluntary Voting System Guidelines (VVSG) 2.0* on February 10, 2021; and

WHEREAS, President Trump's *Executive Order 14248* of March 25, 2025, Section 4 states "(b)(i) The Election Assistance Commission shall initiate appropriate action to amend the Voluntary Voting System Guidelines 2.0 and issue other appropriate guidance establishing standards for voting systems to protect election integrity. The amended guidelines and other guidance shall provide that voting systems should not use a ballot in which a vote is contained within a barcode [e.g., on ES&S voting systems] or quick-response code¹ in the vote counting process except where necessary to accommodate individuals with disabilities and should provide a voter-verifiable paper record to prevent fraud or mistake.
(ii) Within 180 days of the date of this order, [*i.e.*, by September 21, 2025,] the Election Assistance Commission shall take appropriate action to review and, if

appropriate, re-certify voting systems under the new standards established under subsection (b)(i) of this section, and to rescind all previous certifications of voting equipment based on prior standards"; and

WHEREAS, the voting systems currently used by Brazos County do not comply with either VVSG 2.0 or VVSG 2.0 as amended by *Executive Order 14248*, and

WHEREAS, the voting systems currently used by Brazos County have not been submitted by the vendor to the EAC for testing for compliance with either VVSG 2.0 or VVSG 2.0 as amended by *Executive Order 14248*, and

¹ Note: The quick-response (QR) code printed by Hart InterCivic voting systems is encrypted, so the public cannot determine whether or not their votes are contained in the QR code. If so, that is now banned.

WHEREAS, no voting system testing laboratory (VSTL) has been legally certified with the signature of the EAC chair to test either VVSG 2.0 or VVSG 2.0 as amended by *Executive Order 14248*, and

WHEREAS, the above facts necessarily lead to the conclusion that the voting systems currently used by Brazos County will almost certainly be decertified on September 21, 2025; and

WHEREAS, it is the responsibility of this body to ensure that Brazos County elections are conducted in accordance with all state and federal laws and regulations, including *Executive Order 14248;*

NOW THEREFORE BE IT RESOLVED, that in order to be prudently prepared for the almost certain decertification on September 21, 2025, of the voting systems currently used by Brazos County, the election administrator is hereby directed to immediately prepare a comprehensive plan for:

- 1) conducting elections in Brazos County without using any electronic voting systems,
- 2) recruiting hand counters from each precinct split (ballot style) with equal numbers of Democrat and Republican counters in addition to any independent or third-party counters,
- 3) training the hand counters to count in each precinct split (ballot style) in accordance with *Texas Election Code Chapter 65,* and
- 4) offering assistance to disabled voters without using electronic voting systems in accordance with *Texas Election Code §§64.031-64.037* and *52 U.S.C. §10508*.

This detailed written plan shall be submitted to the public and to the Commissioners Court within 30 days after today's date for immediate adoption.

RESOLUTION ADOPTED ON _____, 2025.



U.S. Election Assistance Commission 633 3rd Street NW, Suite 200 Washington, DC 20001

VIA EMAIL

June 16, 2025

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Greetings:

This letter acknowledges the U.S. Election Assistance Commission's (EAC) receipt of your Freedom of Information Act request (25-0039):

"Pursuant to the Freedom of Information Act (5 U.S.C. § 552), I respectfully request the following records from the U.S. Election Assistance Commission:

- 1. A list of all currently deployed voting systems used in federal elections across U.S. states and jurisdictions that:
 - Were certified under VVSG 1.0, VVSG 2005, or any legacy voting system standard, and
 - Have not been submitted for testing or certification under VVSG 2.0.
- 2. For each voting system listed, please include:
 - o The name of the vendor;
 - o The name and version of the voting system;
 - o The date of original certification;
 - o The jurisdiction(s) where the system is currently deployed, to the extent available.
- 3. Any communications, reports, or advisories issued by the EAC to states or vendors regarding the continued use of systems that are not certified under VVSG 2.0."

None of the legacy systems have been submitted for VVSG 2.0 testing and certification. The EAC's records that are responsive to your request are publicly available on the EAC website by accessing the list of <u>certified systems</u> and the map of <u>deployed systems</u> (bottom of the webpage). The EAC does not possess any additional records responsive to your request.

This letter completes the response to your request. If you interpret any portion of this response as an adverse action, you may appeal this action to the U.S. Election Assistance Commission. Your appeal must be in writing and sent to the address set forth below. Your appeal must be postmarked or electronically transmitted within 90 days from the date of the response to your request. Please include your reasons for reconsideration and attach a copy of this and subsequent EAC responses.

U.S. Election Assistance Commission FOIA Appeals 633 3rd Street NW, Suite 200 Washington, DC 20001

ELECTION CODE

TITLE 8. VOTING SYSTEMS

CHAPTER 122. STATE SUPERVISION OVER VOTING SYSTEMS

SUBCHAPTER A. VOTING SYSTEM STANDARDS

Sec. 122.001. VOTING SYSTEM STANDARDS.

(a) A voting system may not be used in an election unless the system:
 (1) preserves the second of the intervention of the system.

preserves the secrecy of the ballot;
 is suitable for the number of the secrecy of the ballot;

(2) is suitable for the purpose for which it is intended;

(3) operates safely, efficiently, and accurately and complies with the voting system standards adopted by the Election Assistance Commission;

(4) is safe from fraudulent or unauthorized manipulation;

(5) permits voting on all offices and measures to be voted on at the election;

(6) prevents counting votes on offices and measures on which the voter is not entitled to vote;

(7) prevents counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevents counting votes for more than the number of candidates for which the voter is entitled to vote;

(8) prevents counting a vote on the same office or measure more than once;

(9) permits write-in voting; and

(10) is capable of providing records from which the operation of the voting system may be audited.

(b) Repealed by Acts 2017, 85th Leg., R.S., Ch. 404 (H.B. 25), Sec. 8, eff. September 1, 2020.

(c) The secretary of state may prescribe additional standards for voting systems consistent with this title. The standards may apply to particular kinds of voting systems, to particular elements comprising a voting system, including operation procedures, or to voting systems generally.

(d) Effective January 1, 2006, a voting system may not be used in an election if the system uses:

(1) mechanical voting machines; or

https://statutes.capitol.texas.gov/Docs/EL/htm/EL.122.htm#:~:text=(a) A person desiring approval, to the secretary of state.

1/15



U.S. Election Assistance Commission 633 3rd Street NW, Suite 200 Washington, DC 20001

VIA EMAIL

June 16, 2025



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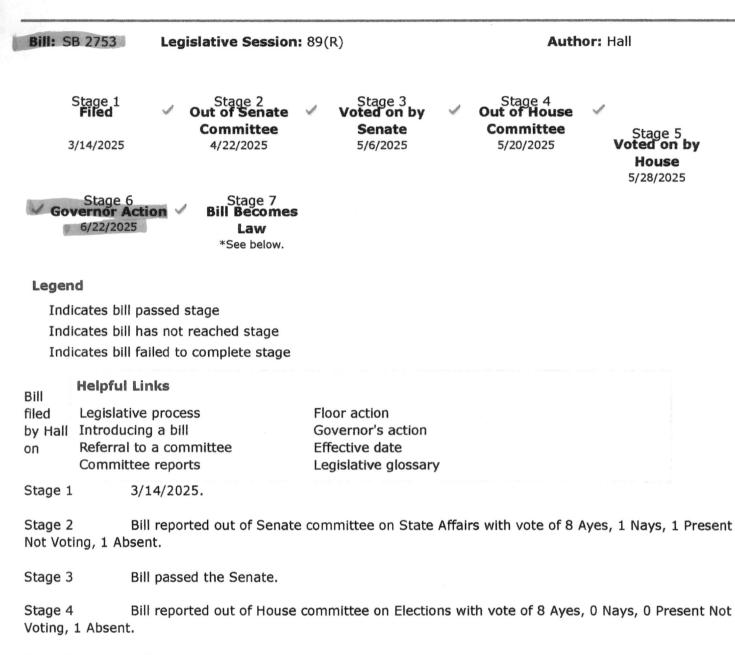
- 1. A list of all currently deployed voting systems used in federal elections across U.S. states and jurisdictions that:
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- 2. For each voting system listed, please include:
 - The name of the vendor;
 - The name and version of the voting system;
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None of the legacy systems have been submitted for VVSG 2.0 testing and certification. The EAC's records that are responsive to your request are publicly available on the EAC website by accessing the list of <u>certified systems</u> and the map of <u>deployed systems</u> (bottom of the webpage). The EAC does not possess any additional records responsive to your request.

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U.S. Election Assistance Commission FOIA Appeals 633 3rd Street NW, Suite 200 Washington, DC 20001

Texas Legislature Online Bill Stages



- Stage 5 Bill passed the House.
- Stage 6 Bill signed by the Governor.
- Stage 7 Bill becomes law. Effective on 9/1/25.



DEPARTMENT:	Sheriff's Office	NUMBER:
DATE OF COURT MEETIN	NG:	6/24/2025
ITEM:		Presentation and discussion on Axon Contract by the Brazos County Sheriff's Office.
TO:		Commissioners Court
FROM:		Sheriff Wayne Dicky
DATE:		06/17/2025
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
REQUIREMENTS:		Presentation and discussion
NOTES/EXCEPTIONS:		Presentation and discussion on Axon contract by the Brazos County Sheriffs Office
ACTION REQUESTED OF ALTERNATIVES:	र	Presentation and discussion

ATTACHMENTS:

 File Name
 Description

 AXON - Brazos County PPT AXON UPDATE.pdf
 AXON Presentation

<u>Type</u> Cover Memo



BRAZOS COUNTY SHERIFF

AXON Program Review

Why Axon Tools Matter

- Tasers save lives, reduce injury, and meets public expectation
- Regulated AI saves time, improves report quality, and reduces liability
- Integration enhances trust, strengthens interagency cohesion, and improves accountability
- Drone Refresh and DFR Program Innovation in public safety, increased capabilities, and increased safety in high-risk operations.
- Benefits of Evidence.com

AXON Ecosystem

CONTRACT REVIEW

B١

Re

3rd P

Current Program

94 In-Car Cameras

137 Body Cameras

135 TASER 7

Unlimited Axon Storage

BWC/Fleet Expires 1/31/2027

TASER Expires 1/31/2027

Upcoming TAP 1/31/2027

FUSUS 2/28/2027

	Current Program	Full Ecosystem
TASER	TASER 7 (+ spares)	TASER10
Body Worn Cameras	AB4	AB4
3WC Hardware Upgrades (TAP)	\checkmark	\checkmark
Storage	Unlimited Axon	Unlimited Axon and 3 rd Party
Signal Sidearm	√	\checkmark
Standards – IA Reporting		\checkmark
espond+ (GPS & Livestreaming)	√	\checkmark
Community Request		\checkmark
Auto Tagging		\checkmark
Redaction Assistant	\checkmark	\checkmark
Performance	√	\checkmark
Party Support and Investigate Pro	\checkmark	\checkmark
Unlimited Transcription		\checkmark
Draft One		\checkmark
Al Era		\checkmark
Records		\checkmark
Му90		\checkmark
Fusus	\checkmark	\checkmark
Skydio DFR		\checkmark
Interview Room		\checkmark
Fleet 3	Fleet 3 Advanced	Fleet 3 Advanced

CURRENT PAYMENT OVERVIEW

Current Annual Payment AXON products: \$752k

Axon OSP/Fleet \$620,848.73 Axon Air \$10,416.00 FUSUS \$125,000 Like Pay for 30% Increase Units: \$991K

CURRENT ANNUAL PAYMENT OVERVIEW

Current Annual Payment including central Square RMS (\$112,730): \$913,994.73

Increase Units for Detention Center: \$1,140,794.73

AI ERA OPTIONS (PRE 7/1)

<u>**10 Year Annual:**</u> \$384k

RECORDS

Records Implementation: \$1.302M

TOTAL RECAP (PRE 7/1)

		_		
		Current	Proposed	
TAS	SER	TASER 7	TASER10	— Taser improvement
VR Training		Х	\checkmark	
Body Worr	n Cameras	AB4	AB4	
BWC Hardware	Upgrades (TAP)	\checkmark	\checkmark	
Stor	age	Unlimited Axon + 18TB 3P	Unlimited Axon and 3 rd Party	
Signal S	lidearm	\checkmark	\checkmark	
Standards –	IA Reporting	Х	\checkmark	
Respond+ (GPS a	& Livestreaming)	\checkmark	\checkmark	
Communit	ty Request	X	\checkmark	
Auto T	agging	X	\checkmark	
Redaction	Assistant	\checkmark	\checkmark	
Perfor	mance	\checkmark	\checkmark	
3 rd Party Support a	nd Investigate Pro	Х	\checkmark	
Unlimited Tr	ranscription	Х	\checkmark	— Al tool improvemen
Draft	One	Х	\checkmark	— Artoot improvemen
AL	Era	Х	\checkmark	
Ded	rone	Counter	Counter + Detection	
Record	s (Full)	Х	\checkmark	
Му	90	X	\checkmark	
Fus	Sus	Pro+	Pro+	
Skydio DFR Hive	Drone Refresh	Х	\checkmark	— Drone improvemen
Flee	et 3	Fleet 3 Advanced	Fleet 3 Advanced	
10 Year An	nual Price	\$913,994.73	\$1.8m	



BRAZOS COUNTY SHERIFF

Program Review



DEPARTMENT:	Purchasing	NUMBER:
DATE OF COURT MEETING:		6/24/2025
ITEM:		Approval of Contract #25-136 with Axon for Law Enforcement Technology.
TO:		Commissioners Court
FROM:		Celina Nava
DATE:		06/17/2025
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
		Approving the AXON contract for their full technology ecosystem, including integrated Artificial Intelligence tools, is a strategic investment in officer safety, efficiency, and long- term savings. The first-year cost of \$1,803,190.77 consolidates all current AXON services—now costing approximately \$797,000 annually—into a single agreement. Beginning in year two, we will also eliminate the \$112,730 annual cost of our current Report Management System by transitioning to AXON's RMS, a proven and tested solution already in use by the Bryan Police Department.
NOTES/EXCEPTIONS:		This contract serves all law enforcement agencies in Brazos County and includes a full replacement of our aging drone fleet, valued at \$200,000 over the 10-year term, with new warranties and scheduled refreshes. It also increases the number of TASERs and body-worn cameras available inside the detention center, improving transparency, accountability, and reducing liability. The My90 platform will allow us to engage directly with community members and receive meaningful feedback, strengthening public trust and communication. Additionally, AI-powered tools—such as automatic transcription, redaction, and intelligent report drafting—will reduce administrative workload. We estimate an average of 22 manhours saved per day through AI technology. Achieving the same efficiency through staffing would require hiring six additional deputies, at a year-one cost of approximately \$180,000 each. New live translation features within the AB4 body-worn camera will further enhance communication in the field. Altogether, these enhancements allow officers to spend more time investigating crime, patrolling the community, and further reducing the fear of crime.
		This is a 10-year contract with a total cost of \$18,031,990.77 . The vendor has provided \$10,897,297.74 in savings over the life of the agreement. Approval will result in an operating budget increase in year one of \$820,135.27 . In years 2 through 10, this drops to \$707,405.27 . Approving this agreement will cancel the following existing contracts and yearly fees in FY26: • Contract #22-575 – Axon – \$620,848.73/yr • Contract #24-089 – Fusus – \$125,000/yr • Sales Order Q-91509 – Central Square RMS – \$112,730.00/yr (Starting in
ATTACHMENTS:		FY27)

File Name		Description
Brazos_CSO_(TX)		Brazos CSO
- MSPA_wUpdates_	R2 + Quote + SOW + All Weblinked Policies.pdf	D18203 000

<u>Type</u> Cover Memo



This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc. ("Axon"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("Customer"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("Effective Date"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. "Axon Cloud Services" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "Axon Device" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "Quote" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 2. <u>Term</u>. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").
 - 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").
- 3. <u>Payment</u>. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.
- 4. <u>Taxes</u>. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
- 5. <u>Shipping</u>. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination via common carrier. Title and risk of loss pass to Customer upon delivery to the Customer. Customer is responsible for any shipping charges in the Quote.
- 6. <u>Returns</u>. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

111.10

- 7. Warranty.
 - 7.1. Limited Warranty. Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.
 - 7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer



purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. Claims. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
 - 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
 - 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix, the most current version as of the Effective Date of this Agreement is attached hereto.
- 7.7. Third-Party Software and Services. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. Axon Aid. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.



8. Free Trial.

- 8.1. Trial Period and License. At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("Trial Period") as described in a quote issued ("Trial Quote"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("Trial Products"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. Trial Quote Termination. Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.
- 9. <u>Statement of Work</u>. Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
- 10. Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.
- 11. <u>Design Changes</u>. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
- 12. <u>Combined Offerings</u>. Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
- 13. Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 14. <u>IP Rights</u>. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
- 15. <u>IP Indemnification</u>. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
- 16. <u>Customer Responsibilities</u>. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. Termination.

17.1. For Breach. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the



breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination, and if returned, Axon will not invoice Agency for the remaining MSRP value of the Axon Devices. Agency will remain responsible for the cost of any Services received or Subscriptions utilized. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
- 18. <u>Confidentiality</u>. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure.

19. General.

- 19.1. Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 19.4. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. Compliance with Laws. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.



- 19.9. Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. Governing Law. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. Notices. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12 Entire Agreement. This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

CUSTOMER:

Signate

Brazos County Sheriff's Office (TX)

Signature:	
~	

Date: _____

Name: U Title: Date:



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 2. <u>Access</u>. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence
- 3. <u>Customer Owns Customer Content</u>. Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. <u>Customer Responsibilities</u>. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or Al-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 6. <u>Privacy</u>. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version as of the Effective Date of this Agreement is attached hereto. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7. <u>Axon Body Wi-Fi Positioning</u>. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
- 8. <u>Storage</u>. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 9. <u>Third-Party Unlimited Storage</u>. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
- Location of Storage. Axon may transfer Customer Content to third-party subprocessors for storage. Axon will
 determine the locations of data centers for storage of Customer Content. If Customer is located in the United States,
 Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country
 where Customer is located. Ownership of Customer Content remains with Customer.
- 11. <u>Suspension</u>. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
- 12. <u>Axon Cloud Services Warranty</u>. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version as of the Effective Date of this Argeement is attached hereto.
- 13. Roles of the Parties. To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential



information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. <u>TASER Data Science Program</u>. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

- 15. <u>Axon Records</u>. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term")
 - 15.2.An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 15.3.New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
 - 15.4.End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
- 16. <u>Axon Cloud Services Restrictions</u>. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 16.1.copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 16.2.reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 16.3.access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - 16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or



- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 16.9. <u>Draft One</u>. Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
- 17. <u>After Suspension or Termination</u>. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
- 18. <u>Post-Termination Assistance</u>. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 19. U.S. Government Rights. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
- 20. <u>Survival</u>. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. <u>Axon Customer Experience Improvement Program (ACEIP)</u>. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to ACEIP Tier 1, Tier 2, or both Tiers.

2. ACEIP Tier 1.

- When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and 2.1. may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip_and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
- 2.2. Expiration of ACEIP Tier 1. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
- 3. <u>ACEIP Tier 2</u>. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

□ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. <u>Utilization of Services</u>. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. <u>Axon Full Service (Axon Full Service)</u>. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- · Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. <u>Body-Worn Camera Starter Service (Axon Starter)</u>. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need



٠	Troubleshoot I	T issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4. <u>Body-Worn Camera Virtual 1-Day Service (Axon Virtual)</u>. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- 5. <u>CEW Services Packages</u>. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Customer
- For the CEW Starter Package: Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. <u>Smart Weapon Transition Service</u>. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW <u>Smart Weapons</u> that Customer is replacing with newer Smart Weapon models.



Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. <u>VR Services Package.</u> VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. Axon Air, On-Site Training. Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. <u>Axon Air, Virtual Training</u>. Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. <u>Purchases of less than 50 SSA units:</u> Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
- 11. <u>Axon Justice Implementation.</u> Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



Disclosures	
	Axon enables the Client to share digital evidence to the defense through the following othods as determined by Client and Axon:
	1. Public Defender Case Sharing
	2. Disclosure Portal
	3. Download Links
Training	
ins inte ren for sys we bet all eq	Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving truction on the product. Axon provides a training guide that outlines the covered topics, ended audience, facility needs, and duration of the training. Axon will schedule a cadence of note training sessions as needed, which are not to exceed three (3) 2-hour training sessions Agency staff. Each session can accommodate up to 20 users and will train them in full stem functionality. Training sessions provided by Axon are conducted on consecutive ekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in ween sessions). After the initial training, is responsible for any future training. Axon provides training materials for successful training. Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is uipped to train and support their partner agencies. Ensuring the partner agencies are trained follow the ingestion method is the Agency's responsibility.
Go-Live Plan	
	s in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure sful system acceptance. Axon coordinates the Go-Live event.
	n document packet
	administrator guides, camera implementation guides, network setup guide, sample policies,
and categories	& roles guide
Post go-live re	view

- 12. <u>Out of Scope Services</u>. Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- **13.** <u>Delivery of Services</u>. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- 14. <u>Access Computer Systems to Perform Services</u>. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- 15. <u>Site Preparation</u>. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
- 16. <u>Acceptance</u>. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. <u>Customer Network</u>. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

- 1. <u>TAP Warranty</u>. The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
- Officer Safety Plan. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables
 detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from
 Axon.
- 3. OSP 7 or OSP 10 Term. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
- 4. <u>TAP BWC Refresh</u>. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Refresh") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
- 5. <u>TAP Dock Refresh</u>. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock <u>Refresh</u>"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- <u>Refresh Delay</u>. Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
- 7. <u>Upgrade Change</u>. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8. <u>Return of Original Axon Device</u>. Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 9. <u>Termination</u>. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2. <u>Training</u>. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
- 3. Limited Warranty.
 - 3.1. "Deployment" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. Single User Warranty. If the TASER Device is assigned and used by a single user, Axon warrants that Axonmanufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. CEW Cartridges. Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous**. The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
- 4. <u>Extended Warranty</u>. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
- 5. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the tradein of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription			
Less than 100 officers	60 days			
100 to 499 officers	90 days			
500+ officers	180 days			



- TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
- 7. <u>Access Rights</u>. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
- Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- 9. <u>Purchase Order.</u> To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
- 10. <u>Apollo Grant (US only)</u>. If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
- 11. <u>Termination</u>. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1.TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

- <u>Scope</u>. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
- <u>Support</u>. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
- <u>Changes</u>. Axon is only responsible to perform the Services in this Appendix for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4. Customer Responsibilities. Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5. <u>Access to Systems.</u> Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. <u>Customer Responsibilities</u>.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
- 2. <u>Cradlepoint</u>. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3. <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. License Grant. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. Updates. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. <u>License Grant</u>. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. <u>Restrictions</u>. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process



to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6. <u>Acceptance Checklist</u>. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- 7. <u>Axon Fleet Upgrade</u>. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.



Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

- <u>Axon Respond Subscription Term</u>. If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
- <u>Scope of Axon Respond</u>. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
- <u>Axon Body LTE Requirements</u>. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
- 4. <u>Axon Fleet LTE Requirements</u>. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
- 5. <u>Axon Respond Service Limitations</u>. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
- 6. <u>Termination</u>. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

- <u>Subscription Term</u>. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the addon.
- <u>Axon Community Request Storage</u>. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The posttermination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3. <u>Performance Auto-Tagging Data</u>. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

- <u>Subscription Term.</u> If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
- <u>Auto-Transcribe A-La-Carte Minutes.</u> Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 3. <u>Axon Unlimited Transcribe.</u> Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
- 4. Warranty. Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

- 1. <u>Term</u>. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
- <u>Headsets</u>. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to
 purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those
 headsets from Axon.
- License Restrictions. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
- 4. <u>Privacy</u>. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version as of the Effective Date of this Agreement is attached hereto.
- 5. <u>Termination</u>. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3. <u>Configuration</u>. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.
- 4. <u>Customer Responsibilities</u>. When using API Service, Customer and its End Users may not:
 - 4.1. use API Service in any way other than as expressly permitted under this Agreement;
 - 4.2. use in any way that results in, or could result in, any security breach to Axon;
 - 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
 - 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
 - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
 - 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
- 5. <u>API Content</u>. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 6. <u>Prohibitions on API Content</u>. Neither Customer nor its End Users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7. <u>API Updates</u>. Axon may update or modify the API Service from time to time ("API Update"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

- 1. <u>Scope</u>. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
- <u>Advanced User Management Configuration</u>. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS Appendix

 <u>Access</u>. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

2. Product Limits. The following limitations apply to the below products:

Overages may result in additional fees or the need to upgrade products

- 3. Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. <u>Axon Technical Account Manager Payment</u>. Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. Full-Time TAM Scope of Services.

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six-(6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

	System Set-up and Configuration with assigning cameras and registering docks
	ing Customer's Axon Evidence account
	ng Customer to "Early Access" programs for new devices
	Maintenance
1 A A A	ng on-site training on new features and devices for Customer leadership team(s)
	nly documenting issues and workflows and suggesting new workflows to improve the effectiveness of n program
	ng weekly meetings to cover current issues and program status
Compar	alysis on-demand Axon usage data to identify trends and insights for improving daily workflows ng Customer's Axon usage and trends to peers to establish best practices ely monitoring the health of Axon equipment and coordinating returns when needed
Direct S Providin Devices	upport j on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon
	ly monitoring the health of Axon equipment
	and monitoring RMAs on-site
	Axon app support
	g and testing new firmware and workflows before they are released to Customer's production environment
	er Advocacy
	ting bi-annual voice of customer meetings with Axon's Device Management team
	g and tracking Customer feature requests and major bugs TAM Scope of Services

3. <u>Regional TAM Scope of Services</u>

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the onsite days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



Account Maintenance

Conducting remote training on new features and devices for Customer's leadership Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly conference calls to cover current issues and program status Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices **Direct Support** Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon **Devices** Creating and monitoring RMAs remotely **Data Analysis** Providing quarterly Axon usage data to identify trends and program efficiency opportunities Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed Customer Advocacy Coordinating bi-yearly Voice of Customer meetings with Device Management team Recording and tracking Customer feature requests and major bugs.

- 4. <u>Out of Scope Services.</u> The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5. <u>TAM Leave Time</u>. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- License Grant. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
- 2. <u>Third-Party Licenses</u>. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- 3. <u>Restrictions on Use</u>. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
- 4. <u>Term</u>. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
- 5. <u>Title</u>. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
- 6. <u>Copies</u>. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
- 7. <u>Actions Required Upon Termination</u>. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- Export Controls. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
- <u>U.S. Government Restricted Rights</u>. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

- 1.1. "My90" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "Recipient Contact Information" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "Customer Data" means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. "My90 Data" means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. "Processing" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. "Sensitive Personal Data" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
- <u>Access</u>. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
- 3. IP address. Axon will not store survey respondents' IP address.
- 4. <u>Customer Owns My90 Customer Content</u>. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
- 5. Details of the Processing. The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

- 6. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
- 7. <u>Privacy</u>. Customer use of My90 is subject to the My90 Privacy Policy, a current version as of the Effective Date of this Agreement is attached hereto. . Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
- 8. <u>Location of Storage</u>. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
- <u>Required Disclosures</u>. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
- 10. <u>Data Sharing</u>. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
- 11. License and Intellectual Property. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
- 12. <u>Customer Use of Aggregated Survey Response</u>. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
- 13. Data Subject Rights. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
- 14. <u>Assistance with Requests Related to My90 Customer Content</u>. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. <u>Axon Evidence Partner Sharing</u>. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. <u>Data Retention</u>. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- 17. <u>Termination</u>. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared. Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
- 19. Prior to enrollment in My90. Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. Customer Responsibilities. Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact



Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. <u>Suspension</u>. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions. Customer and Customer End Users , may not, or may not attempt to:
 - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

- 1. <u>Nature and Purpose of the Processing.</u> To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1 Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2 Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3 Distribution of survey via multiple distribution channels such as text message;
 - 1.4 Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5 Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6 Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7 Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8 Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

- <u>General</u>. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
- <u>Attendee/Employee Selection</u>. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
- 3. <u>Compliance</u>. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
- 4. <u>Assignability</u>. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
- 5. <u>Availability</u>. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
- <u>Revocation of Offer</u>. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Appendix for Al Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

- 1.1 Al Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) Al-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- **1.2 Model Drift.** The degradation of A! model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3 Bias Mitigation. Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

2.1 **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to



participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection.AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. Al Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

- 3.1 Ethical Al Development. Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2 Security Program. Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3 Transparency. Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4 Incident Response. Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5 Compliance. Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. Customer Responsibilities

- 4.1 Ownership of Customer Content. Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2 Use of AI Technologies. Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3 **Restrictions**. Al Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. <u>Policy Chat.</u> This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1 License and Content Restrictions. Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2 Data Processing. Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.



5.3 Policy Chat Restrictions. The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. <u>Draft One</u>. Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. <u>Brief One.</u> Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. <u>Amendments</u>. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively "Dedrone Products"), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 "Dedrone Data" means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or deidentified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 "Dedrone Hardware" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 "Sensor" means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 "Dedrone Software" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 "Third-Party Hardware" means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 Software License. Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 Restrictions. Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. Customer Obligations

3.1 Compliance. Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such



laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. Data Protection

- 4.1 Data. If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 Use of Collected Data. Axon has-the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 User Data. To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 Security. Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 No Access. Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. Ownership.

- 5.1 Axon Property. Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property**.-Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.
- 6. <u>Government Restricted Rights</u>. To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software



and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. <u>Updates.</u> The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

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Brazos County Sheriff's Office - TX 1700 W Highway 21 Bryan, TX 77803-1300 USA

SHIP TO

Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

BILL TO

Email:

Brazos County Sheriff's Office - TX PO Box 914 Bryan TX 77806-0914 USA

Q-672559-45818MA	
Issued: 06/10/2025	
Quote Expiration: 06/30/2025	-
Estimated Contract Start Date: 11/01/2025	
Account Number: 108655 Payment Terms: N30 Mode of Delivery: UPS-GND	
Credit/Debit Amount: \$0.00	
PRIMARY CONTACT	SALES REPRESENTATIVE
Trevor Lansdown Phone: (979) 361-4686 Email: tlansdown@brazoscountytx.gov Fax: (979) 361-4847	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$18,031,990.77
ESTIMATED TOTAL W/ TAX	\$18,031,990.77

Discount Summary

Average Savings Per Year	\$1,089,727.97
TOTAL SAVINGS	\$10,897,279.74

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Payment Summary							
Date	Subtotal	Tax	Total				
Oct 2025	\$1,738,946.78	\$0.00	\$1,738,946.78				
Nov 2025	\$64,243.99	\$0.00	\$64,243.99				
Oct 2026	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2027	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2028	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2029	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2030	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2031	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2032	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2033	\$1,803,200.00	\$0.00	\$1,803,200.00				
Oct 2034	\$1,803,200.00	\$0.00	\$1,803,200.00				
Total	\$18,031,990.77	\$0.00	\$18,031,990.77				

Quote Unbundled Price:	
Quote List Price:	
Quote Subtotal:	

\$26,489,477.82 \$18,089,656.62 \$18,031,990.77

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program								Contraction of the second	
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$173,939.04)	(\$173,939.04)	\$0.00	(\$173,939.04)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$238,183.03	\$238,183,03	\$0.00	\$238,183.03
Fleet3ARe	Fleet 3 Advanced Renewal	94	60	\$231.21	\$189.57	\$158.09	\$891,627.60	\$0.00	\$891,627.60
Fleet3ARe	Fleet 3 Advanced Renewal	94	60	\$233.23	\$189.57	\$197.15	\$1,111,926.00	\$0.00	\$1,111,926.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	120	\$275.14	\$248.53	\$238.11	\$171,439.20	\$0.00	\$171,439.20
S00007	AXON AI - AI ERA LEADERS	180	120	\$302.90	\$178.89	\$175.63	\$3,793,523,40	\$0.00	\$3,793,523.40
A00018	PREMIUM ROBOTICS BUNDLE	1	120	\$609.90	\$1.077.69	\$0.00	\$0.00	\$0.00	\$0.00
A00023	LOKI MKII BUNDLE	2	120	\$90.11	\$172.95	\$0.00	\$0.00	\$0.00	\$0.00
A00018	PREMIUM ROBOTICS BUNDLE	4	60	\$1,219.87	\$972.36	\$0.00	\$0.00	\$0.00	\$0.00
M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	120	\$662.69	\$420.21	\$415.88	\$8,983,008.00	\$0.00	\$8,983,008.00
A la Carte Hardware							•••,••••,••••	\$0.00	\$0,000,000.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
70112	AXON SIGNAL - VEHICLE	96			\$279.00	\$279.00	\$26,784.00	\$0.00	\$26,784.00
101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8			\$5,249.00	\$5,249.00	\$41,992.00	\$0.00	\$41,992.00
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8			\$25,480.00	\$25,480.00	\$203,840.00	\$0.00	\$203,840.00
H00001	AB4 Camera Bundle	40			\$899.00	\$899.00	\$35,960.00	\$0.00	\$35,960.00
H00002	AB4 Multi Bay Dock Bundle	10			\$1,638.90	\$1.638.90	\$16,389.00	\$0.00	\$16,389.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	120		\$3,363.00	\$0.00	\$0.00	\$0.00	\$10,389.00
H00001	AB4 Camera Bundle	141	120		\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	13			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	11			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software		(Designed			\$220.00	\$0.00	\$0.00		\$0.00
73638	AXON STANDARDS - LICENSE	70	120		\$12.12	\$0.00	\$0.00	\$0.00	\$0.00
73681	AXON RECORDS	70	120		\$47.25	\$0.00	\$0.00	\$0.00	
101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	60		\$414.17	\$414.17	\$198,801.60	\$0.00	\$0.00
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	120		\$16.96	\$17,686.86	\$2,122,422.86	\$0.00	\$198,801.60
BasicLicense	Basic License Bundle	40	120		\$18.17	\$17,000.00	\$86,448.00	\$0.00	\$2,122,422.86
ProLicense	Pro License Bundle	24	120		\$54.52	\$54.03	\$155,606.40	\$0.00	\$86,448.00
A la Carte Services		27	120		ψ04.02	404.00	\$155,000.40	\$0.00	\$155,606.40
	AXON RECORDS - PROFESSIONAL SERVICES								
85157	MILESTONE PAYMENT	1			\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
100560	AXON EVIDENCE - PSO - DATA	4			COE 000 00	60.00			
	CONVERSION/MIGRATION				\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	12		\$17,333.70	\$0.00	\$0.00	\$0.00	\$0.00
101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1			\$995.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00

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101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2		\$35,250.00	\$35,250.00	\$70,500.00	\$0.00	\$70,500.00
A la Carte Warranties								
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	109	\$1.48	\$1.48	\$15,486.72	\$0.00	\$15,486.72
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8		\$5,249.00	\$5,249.00	\$41,992.00	\$0.00	\$41,992.00
Total						\$18,031,990.77	\$0.00	\$18,031,990.77

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	11	1	10/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	11	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	40	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	141	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	44	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	156	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	44	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	156	1	10/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	44	1	10/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	156	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	180	2	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	12	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	7	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	3600	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1800	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	180	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	180	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	8	. 1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101204	AXON VR - TABLET CASE	8	. 1	10/01/2025
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Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER	3	4	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101455	BUCKET	-	I	
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101739	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	10/01/2025
SUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	180	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	36	1	10/01/2025
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/01/2025
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	8	1	10/01/2025
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/01/2025
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/01/2025
SUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	360	1	10/01/2025
SUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	10/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	100	1	10/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	100	1	10/01/2025
RADLEPOINT R1900 SINGLE MODEM KIT	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	100	1	10/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	6	1	10/01/2025
leet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	10/01/2025
OKI MKII BUNDLE	100880	AXON SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	2	1	10/01/2025
OKI MKII BUNDLE	100881	AXON SKY-HERO LOKI 2 DRONE STARTER KIT	2	1	10/01/2025
OKI MKII BUNDLE	100887	AXON SKY-HERO LED PAYLOAD	2	1	10/01/2025
OKI MKII BUNDLE	100891	AXON SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	2	1	10/01/2025
OKI MKII BUNDLE	100892	AXON SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	2	1	10/01/2025
OKI MKII BUNDLE	100893	AXON SKY-HERO LOKI 2 MOTOR SET (4 PCS)	2	1	10/01/2025
OKI MKII BUNDLE	100894	AXON SKY-HERO LOKI 2 SPARE PARTS KIT	2	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100880	AXON SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	8	1	10/01/2025
PREMIUM ROBOTICS BUNDLE	100881	AXON SKY-HERO LOKI 2 DRONE STARTER KIT	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100882	AXON SKY-HERO SIGYN GROUND ROBOT STARTER KIT	4	1	10/01/2025
PREMIUM ROBOTICS BUNDLE	100883	AXON SKY-HERO NARFI POLE CAMERA STARTER KIT	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100884	AXON SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	4	1	10/01/2025
PREMIUM ROBOTICS BUNDLE	100887	AXON SKY-HERO LED PAYLOAD	12	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100889	AXON SKY-HERO SIGYN SPARE PARTS KIT	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100890	AXON SKY-HERO FIRMWARE UPDATE KIT	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100891	AXON SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100892	AXON SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100893	AXON SKY-HERO LOKI 2 MOTOR SET (4 PCS)	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100894	AXON SKY-HERO LOKI 2 SPARE PARTS KIT	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100901	AXON SKY-HERO P7 SIGYN LEG SHROUD 100902	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100902	AXON SKY-HERO P7 GCS HOLDER	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100907	AXON SKY-HERO P7 TACITCAL BAG KIT	4	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100909	AXON SKY-HERO TACTICAL SCREEN STARTER KIT	8	1	10/01/2025
REMIUM ROBOTICS BUNDLE	100910	AXON SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	4	1	10/01/2025
A la Carte	100910	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	1	10/01/2025
A la Carte	101738	AXON AIR - SKYDIO SAFE PATROL HW KIT	8	1	10/01/2025
A la Carte	70112	AXON SIGNAL - VEHICLE	96	1	10/01/2025

Bundle	ltem	Description	QTY	Shipping Location	Estimated Delivery Date
PREMIUM ROBOTICS BUNDLE	100880	AXON SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100881	AXON SKY-HERO LOKI 2 DRONE STARTER KIT	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100882	AXON SKY-HERO SIGYN GROUND ROBOT STARTER KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100883	AXON SKY-HERO NARFI POLE CAMERA STARTER KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100884	AXON SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100887	AXON SKY-HERO LED PAYLOAD	3	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100889	AXON SKY-HERO SIGYN SPARE PARTS KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100890	AXON SKY-HERO FIRMWARE UPDATE KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100891	AXON SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100892	AXON SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100893	AXON SKY-HERO LOKI 2 MOTOR SET (4 PCS)	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100894	AXON SKY-HERO LOKI 2 SPARE PARTS KIT	2	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100901	AXON SKY-HERO P7 SIGYN LEG SHROUD 100902	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100901	AXON SKY-HERO P7 SISTN LEG SHROOD 100902	1	1	Construction of the second
PREMIUM ROBOTICS BUNDLE	100902	AXON SKY-HERO P7 GCS HOLDER AXON SKY-HERO P7 TACITCAL BAG KIT	1	1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100907		2	1	11/01/2025
		AXON SKY-HERO TACTICAL SCREEN STARTER KIT		1	11/01/2025
PREMIUM ROBOTICS BUNDLE	100910	AXON SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	1		11/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	11/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	540	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1440	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	540	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1440	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	8	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	8	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	8	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	8	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	186	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	11	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	23	1	03/31/2028
LOKI MKII BUNDLE	101895	AXON SKY-HERO TAP REFRESH UAV	2	1	03/31/2028
PREMIUM ROBOTICS BUNDLE	101892	AXON SKY-HERO TAP REFRESH GCS	4	1	03/31/2028
PREMIUM ROBOTICS BUNDLE	101895	AXON SKY-HERO TAP REFRESH UAV	8	1	03/31/2028
PREMIUM ROBOTICS BUNDLE	101899	AXON SKY-HERO TAP REFRESH POLE	4	1	03/31/2028
PREMIUM ROBOTICS BUNDLE	101903	AXON SKY-HERO TAP REFRESH UGV	4	1	03/31/2028
PREMIUM ROBOTICS BUNDLE	101892	AXON SKY-HERO TAP REFRESH GCS	1	1	05/02/2028
PREMIUM ROBOTICS BUNDLE	101895	AXON SKY-HERO TAP REFRESH UAV	2	1	05/02/2028
PREMIUM ROBOTICS BUNDLE	101899	AXON SKY-HERO TAP REFRESH POLE	1	1	05/02/2028
PREMIUM ROBOTICS BUNDLE	101903	AXON SKY-HERO TAP REFRESH UGV	1	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	540	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1440	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	540	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1440	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	8	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	8	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	8	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	8	. 1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	186	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	11	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	23	1	10/01/2030
Fleet 3 Advanced 10 Year	72040	AXON BODT - TAP REFRESH 2 - DOCK MOLTI BAT	6	1	10/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	94	1	10/01/2030

Bundle	ltem	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	180	1	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	8	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	8	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	8	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	8	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	11	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	186	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	23	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	11	1	10/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	186	1	10/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	23	1	10/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	6	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	94	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	10/01/2035

Software

Hardware

Bundle	ltem	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	180	11/01/2025	10/31/2035
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	40	11/01/2025	10/31/2035
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	40	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100801	AXON RECORDS - OSP LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101664	AXON AIR - DEDRONETRACKER AI CAM & RADAR SOFTWARE HOSTED	2	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101733	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	3	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	180	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	180	11/01/2025	10/31/2035

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Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	6	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	6	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	94	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	94	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	94	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	188	11/01/2025	10/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	72	11/01/2025	10/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	24	11/01/2025	10/31/2035
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	11/01/2025	10/31/2035
A la Carte	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	11/01/2025	10/31/2030
A la Carte	73638	AXON STANDARDS - LICENSE	70	11/01/2025	10/31/2035
A la Carte	73681	AXON RECORDS	70	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	94	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	94	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	94	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	188	11/01/2030	10/31/2035

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Software

Bundle	Item	Description	QTY
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	180
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	180
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	12
SUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
SUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180
UNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
leet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6
leet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	6
leet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	94
leet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	94
la Carte	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1
la Carte	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1
la Carte	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1
la Carte	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2
la Carte	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1
la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

Warranties Bundle

le	Item Description	QTY	Estimated Start Date	Estimated End Date
Page 8			Q-672559	-45818MA

Warranties					
Bundle	ltem	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101880	AXON AIR - DEDRONE BEYOND LONG RANGE 1YR EXT WARRANTY	3		
LOKI MKII BUNDLE	101917	AXON SKY-HERO WARRANTY UAV	2		
PREMIUM ROBOTICS BUNDLE	101917	AXON SKY-HERO WARRANTY UAV	8		
PREMIUM ROBOTICS BUNDLE	101917	AXON SKY-HERO WARRANTY UAV	2		
PREMIUM ROBOTICS BUNDLE	101918	AXON SKY-HERO WARRANTY UGV	4		
PREMIUM ROBOTICS BUNDLE	101918	AXON SKY-HERO WARRANTY UGV	1		
PREMIUM ROBOTICS BUNDLE	101919	AXON SKY-HERO WARRANTY POLE	1		
PREMIUM ROBOTICS BUNDLE	101919	AXON SKY-HERO WARRANTY POLE	4		
PREMIUM ROBOTICS BUNDLE	101920	AXON SKY-HERO - WARRANTY GCS 5YR	1		
PREMIUM ROBOTICS BUNDLE	101920	AXON SKY-HERO - WARRANTY GCS 5YR	4		
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8		
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	8	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	8	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	180	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	8	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	8	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	180	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	36	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	180	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	6	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	23	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	10/01/2026	10/31/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	10/01/2026	10/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	10/01/2026	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	94	10/01/2026	10/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	10/01/2026	10/31/2030
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	10/01/2026	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	94	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	10/01/2031	10/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1700 W Highway 21	Bryan	ТХ	77803-1300	USA
2	1700 W Highway 21	Bryan	ТХ	77803-1300	USA

Payment Details

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Annual Payment 1	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$6,741.69	\$0.00	\$6,741.69
Annual Payment 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,015.56	\$0.00	\$4,015.56
Annual Payment 1	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$202,960.40	\$0.00	\$202,960.40
Annual Payment 1	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,015.56	\$0.00	\$4,015.56
Annual Payment 1	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$19,492.56	\$0.00	\$19,492.56
Annual Payment 1	70112	AXON SIGNAL - VEHICLE	96	\$2,561.27	\$0.00	\$2,561.27
Annual Payment 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 1	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 1	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,480,94	\$0.00	\$1,480.94
Annual Payment 1	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	BasicLicense	Basic License Bundle	40	\$8,266,74	\$0.00	\$8,266.74
Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$16.394.17	\$0.00	\$16,394.17
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$106.329.87	\$0.00	\$106,329.87
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$85,263,45	\$0.00	\$85,263.45
Annual Payment 1	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00001	AB4 Camera Bundle	40	\$3,438.74	\$0.00	\$3,438.74
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	10	\$1,567.23	\$0.00	\$1,567.23
Annual Payment 1	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$859.015.86	\$0.00	\$859,015.86
Annual Payment 1	ProLicense	Pro License Bundle	24	\$14,880.13	\$0.00	\$14,880.13
Annual Payment 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 1	S00007	AXON AI - AI ERA LEADERS	180	\$362,762.29	\$0.00	\$362,762.29
Y1	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	\$39,760.32	\$0.00	\$39,760.32
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Total			with the second states	\$1,738,946.78	\$0.00	\$1,738,946.78

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Nov 2025							
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total	
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$238,183.03	\$0.00	\$238,183.03	
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$173,939.04)	\$0.00	(\$173,939.04)	
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00	
Invoice Upon Fulfillment	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00	
Invoice Upon Fulfillment	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00	
Invoice Upon Fulfillment	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00	
Invoice Upon Fulfillment	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$0.00	\$0.00	\$0.00	
Total				\$64.243.99	\$0.00	\$64,243,99	

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$6,996.62	\$0.00	\$6,996.62
Annual Payment 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,167.40	\$0.00	\$4,167.40
Annual Payment 2	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$210,635.16	\$0.00	\$210,635,16
Annual Payment 2	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,167.40	\$0.00	\$4,167.40
Annual Payment 2	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,229.65	\$0.00	\$20,229.65
Annual Payment 2	70112	AXON SIGNAL - VEHICLE	96	\$2,658,12	\$0.00	\$2,658.12
Annual Payment 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 2	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 2	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,536.95	\$0.00	\$1,536.95
Annual Payment 2	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	BasicLicense	Basic License Bundle	40	\$8,579.34	\$0.00	\$8,579.34
Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,014.10	\$0.00	\$17.014.10
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$110,350.64	\$0.00	\$110,350.64
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$88,487.60	\$0.00	\$88,487,60
Annual Payment 2	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00001	AB4 Camera Bundle	40	\$3,568.77	\$0.00	\$3,568.77
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	10	\$1,626,49	\$0.00	\$1,626,49
Annual Payment 2	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 2	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$891,498.80	\$0.00	\$891,498,80
Annual Payment 2	ProLicense	Pro License Bundle	24	\$15,442.81	\$0.00	\$15,442.81
Annual Payment 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 2	S00007	AXON AI - AI ERA LEADERS	180	\$376,479.83	\$0.00	\$376,479.83
Y2	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	\$39,760.32	\$0.00	\$39,760.32
Total				\$1,803,200.00	\$0.00	\$1,803,200.00

Jul 2027							
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total	
2027	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$0.00	\$0.00	\$0.00	
Total				\$0.00	\$0.00	\$0.00	

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Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Annual Payment 3	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$6,996.62	\$0.00	\$6,996.6
Annual Payment 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,167.40	\$0.00	\$4,167.4
Annual Payment 3	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$210,635.16	\$0.00	\$210,635.1
Annual Payment 3	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,167.40	\$0.00	\$4,167.4
Annual Payment 3	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,229.65	\$0.00	\$20,229.6
Annual Payment 3	70112	AXON SIGNAL - VEHICLE	96	\$2,658.12	\$0.00	\$2,658.1
Annual Payment 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.0
Annual Payment 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.0
Annual Payment 3	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.0
Annual Payment 3	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.0
Annual Payment 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,536.95	\$0.00	\$1,536.9
Annual Payment 3	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.0
Annual Payment 3	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.0
Annual Payment 3	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.0
Annual Payment 3	BasicLicense	Basic License Bundle	40	\$8,579.34	\$0.00	\$8,579.3
Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,014.10	\$0.00	\$17,014.1
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$110,350.64	\$0.00	\$110,350.6
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$88,487.60	\$0.00	\$88,487.6
Annual Payment 3	H00001	AB4 Camera Bundle	40	\$3,568.77	\$0.00	\$3,568.7
Annual Payment 3	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.0
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.0
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	10	\$1.626.49	\$0.00	\$1.626.4
Annual Payment 3	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$1,020.4
Annual Payment 3	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$891,498.80	\$0.00	\$891,498,8
Annual Payment 3	ProLicense	Pro License Bundle	24	\$15,442.81	\$0.00	\$15,442.8
Annual Payment 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$13,442.0
Annual Payment 3	S00007	AXON AI - AI ERA LEADERS	180	\$376,479.83	\$0.00	\$376,479.8
Y3	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	\$39,760.32	\$0.00	\$39,760.3
Total			, i i i i i i i i i i i i i i i i i i i	\$1,803,200.00	\$0.00	\$1,803,200.00
Jul 2028						
Invoice Plan	Item	Description	Qtv	Subtotal	-	
2028			the second s		Tax	Tota
Total	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
Oct 2028						
	H arrison and the second seco				_	
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Annual Payment 4	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.0
Annual Payment 4	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.0
Annual Payment 4	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$6,996.62	\$0.00	\$6,996.6
Annual Payment 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,167.40	\$0.00	\$4,167.4
Annual Payment 4	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.0
Annual Payment 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$210,635,16	\$0.00	\$210,635.1

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Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Annual Payment 4	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,167,40	\$0.00	\$4,167.40
Annual Payment 4	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,229.65	\$0.00	\$20,229,65
Annual Payment 4	70112	AXON SIGNAL - VEHICLE	96	\$2,658.12	\$0.00	\$2,658.12
Annual Payment 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 4	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 4	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,536.95	\$0.00	\$1,536,95
Annual Payment 4	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	BasicLicense	Basic License Bundle	40	\$8,579,34	\$0.00	\$8,579,34
Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17.014.10	\$0.00	\$17,014.10
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$88,487,60	\$0.00	\$88,487,60
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$110,350.64	\$0.00	\$110,350.64
Annual Payment 4	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00001	AB4 Camera Bundle	40	\$3,568.77	\$0.00	\$3,568.77
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	10	\$1,626,49	\$0.00	\$1,626.49
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$891,498.80	\$0.00	\$891,498.80
Annual Payment 4	ProLicense	Pro License Bundle	24	\$15.442.81	\$0.00	\$15,442.81
Annual Payment 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$15,442.81
Annual Payment 4	S00007	AXON AI - AI ERA LEADERS	180	\$376,479.83	\$0.00	\$376,479,83
Y4	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	\$39,760.32	\$0.00	\$39,760.32
Total	101307	ANON AIR - SKIDIO BASIC FAIROL SWIRT	0	\$1,803,200.00	\$0.00	\$1.803.200.00
				\$1,000,200.00	40.00	\$1,003,200.00
Jul 2029						
Invoice Plan	item	Description	Qty	Subtotal	Tax	Total
2029	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00
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Oct 2029			-		_	_
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$6,996.62	\$0.00	\$6,996.62
Annual Payment 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,167.40	\$0.00	\$4,167.40
Annual Payment 5	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$210,635.16	\$0.00	\$210,635.16
Annual Payment 5	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,167.40	\$0.00	\$4,167.40
Annual Payment 5	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,229.65	\$0.00	\$20,229.65
Annual Payment 5	70112	AXON SIGNAL - VEHICLE	96	\$2,658.12	\$0.00	\$2,658.12
Annual Payment 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 5	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 5	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,536.95	\$0.00	\$1,536.95
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001 2029						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	BasicLicense	Basic License Bundle	40	\$8,579.34	\$0.00	\$8,579.34
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,014.10	\$0.00	\$17,014.10
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$88,487.60	\$0.00	\$88,487.60
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$110,350,64	\$0.00	\$110,350.64
Annual Payment 5	H00001	AB4 Camera Bundle	40	\$3,568.77	\$0.00	\$3,568.77
Annual Payment 5	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	10	\$1,626.49	\$0.00	\$1,626.49
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$891,498.80	\$0.00	\$891,498.80
Annual Payment 5	ProLicense	Pro License Bundle	24	\$15,442.81	\$0.00	\$15,442.81
Annual Payment 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 5	S00007	AXON AI - AI ERA LEADERS	180	\$376.479.83	\$0.00	\$376,479.83
Y5	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	8	\$39,760.32	\$0.00	\$39,760.32
Total				\$1.803.200.00	\$0.00	\$1,803,200.00
T O LUI				\$1,000,200.00	\$0.00	\$1,005,200.00
Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Annual Payment 6	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$7,154.37	\$0.00	\$7.154.37
Annual Payment 6	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 6	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$4,201.57
Annual Payment 6	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$215,384.36	\$0.00	\$215,384.36
Annual Payment 6	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,261.37	\$0.00	\$215,364.36
Annual Payment 6	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,685.77	\$0.00	
Annual Payment 6	70112	AXON SIGNAL - VEHICLE	96	\$20,005.77	\$0.00	\$20,685.77 \$2,718.05
Annual Payment 6	72036	AXON SIGNAL - VEHICLE AXON FLEET 3 - STANDARD 2 CAMERA KIT	90	\$2,718.05	\$0.00	
Annual Payment 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00		\$0.00
Annual Payment 6	73638	AXON FLEET 3 - STANDARD 2 CAMERA KIT			\$0.00	\$0.00
Annual Payment 6	73681		70	\$0.00	\$0.00	\$0.00
Annual Payment 6	73896		70	\$0.00	\$0.00	\$0.00
Annual Payment 6	80379	AXON STANDARDS - IMPLEMENTATION SERVICE		\$0.00	\$0.00	\$0.00
Annual Payment 6	A00018	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,571.60	\$0.00	\$1,571.60
		PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 6 Annual Payment 6	A00018 A00023	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
		LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	BasicLicense	Basic License Bundle	40	\$8,772.78	\$0.00	\$8,772.78
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,397.74	\$0.00	\$17,397.74
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$112,838.71	\$0.00	\$112,838.71
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$90,482.74	\$0.00	\$90,482.74
Annual Payment 6	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00001	AB4 Camera Bundle	40	\$3,649.24	\$0.00	\$3,649.24
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	10	\$1,663.16	\$0.00	\$1,663.16
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 6	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$911,599.44	\$0.00	\$911,599.44
Annual Payment 6 Annual Payment 6	ProLicense R1900Kit	Pro License Bundle CRADLEPOINT R1900 SINGLE MODEM KIT	24 100	\$15,791.00 \$0.00	\$0.00 \$0.00	\$15,791.00

Oct 2029

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Tota
Annual Payment 6	S00007	AXON AI - AI ERA LEADERS	180	\$384,968.30	\$0.00	\$384,968.30
Total				\$1,803,200.00	\$0.00	\$1,803,200.00
Oct 2031						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Tota
Annual Payment 7	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$7,154.37	\$0.00	\$7,154.37
Annual Payment 7	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 7	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$215,384.36	\$0.00	\$215,384.36
Annual Payment 7	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 7	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,685,77	\$0.00	\$20,685.77
Annual Payment 7	70112	AXON SIGNAL - VEHICLE	96	\$2,718.05	\$0.00	\$2,718.05
Annual Payment 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 7	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 7	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,571.60	\$0.00	\$1,571,60
Annual Payment 7	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 7	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	BasicLicense	Basic License Bundle	40	\$8,772.78	\$0.00	\$8,772.78
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,397.74	\$0.00	\$17,397.74
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$112.838.71	\$0.00	\$112.838.71
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$90,482,74	\$0.00	\$90,482,74
Annual Payment 7	H00001	AB4 Camera Bundle	40	\$3.649.24	\$0.00	\$3,649,24
Annual Payment 7	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	10	\$1.663.16	\$0.00	\$1,663.16
Annual Payment 7	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 7	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$911,599,44	\$0.00	\$911.599.44
Annual Payment 7	ProLicense	Pro License Bundle	24	\$15,791.00	\$0.00	\$15,791.00
Annual Payment 7	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 7	S00007	AXON AI - AI ERA LEADERS	180	\$384,968.30	\$0.00	\$384,968.30
Total				\$1.803.200.00	\$0.00	\$1.803.200.00

Oct 2032						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$7,154.37	\$0.00	\$7,154.37
Annual Payment 8	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 8	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$215,384.36	\$0.00	\$215,384.36
Annual Payment 8	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,261.37	\$0.00	\$4,261,37
Annual Payment 8	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,685.77	\$0.00	\$20,685.77
Annual Payment 8	70112	AXON SIGNAL - VEHICLE	96	\$2,718.05	\$0.00	\$2,718.05
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Oct 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 8	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 8	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,571.60	\$0.00	\$1,571.60
Annual Payment 8	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 8	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	BasicLicense	Basic License Bundle	40	\$8,772.78	\$0.00	\$8,772.78
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,397.74	\$0.00	\$17,397.74
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$112,838.71	\$0.00	\$112,838.71
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$90,482.74	\$0.00	\$90,482.74
Annual Payment 8	H00001	AB4 Camera Bundle	40	\$3,649.24	\$0.00	\$3,649.24
Annual Payment 8	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	10	\$1,663.16	\$0.00	\$1,663.16
Annual Payment 8	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 8	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$911,599.44	\$0.00	\$911,599.44
Annual Payment 8	ProLicense	Pro License Bundle	24	\$15,791.00	\$0.00	\$15,791.00
Annual Payment 8	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 8	S00007	AXON AI - AI ERA LEADERS	180	\$384,968.30	\$0.00	\$384,968.30
Total				\$1,803,200.00	\$0.00	\$1,803,200.00

Oct 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$7,154.37	\$0.00	\$7,154.37
Annual Payment 9	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 9	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$215,384.36	\$0.00	\$215,384.36
Annual Payment 9	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,261.37	\$0.00	\$4,261.37
Annual Payment 9	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20,685.77	\$0.00	\$20,685.77
Annual Payment 9	70112	AXON SIGNAL - VEHICLE	96	\$2,718.05	\$0.00	\$2,718.05
Annual Payment 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 9	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 9	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,571.60	\$0.00	\$1,571.60
Annual Payment 9	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 9	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	BasicLicense	Basic License Bundle	40	\$8,772.78	\$0.00	\$8,772.78
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,397.74	\$0.00	\$17,397.74
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$112,838.71	\$0.00	\$112,838.71
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$90,482.74	\$0.00	\$90,482.74
Annual Payment 9	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00001	AB4 Camera Bundle	40	\$3,649.24	\$0.00	\$3,649.24
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	10	\$1,663.16	\$0.00	\$1,663.16

Oct 2033	ct 2033					
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 9	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$911,599.44	\$0.00	\$911,599.44
Annual Payment 9	ProLicense	Pro License Bundle	24	\$15,791.00	\$0.00	\$15,791.00
Annual Payment 9	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	100	\$0.00	\$0.00	\$0.00
Annual Payment 9	S00007	AXON AI - AI ERA LEADERS	180	\$384,968.30	\$0.00	\$384,968.30
Total				\$1,803,200,00	\$0.00	\$1 803 200 00

Oct 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Annual Payment 10	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$7,154.37	\$0.00	\$7,154.37
Annual Payment 10	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	8	\$4,261,37	\$0.00	\$4,261.37
Annual Payment 10	101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1200	\$215,384.36	\$0.00	\$215,384.36
Annual Payment 10	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	8	\$4,261,37	\$0.00	\$4,261.37
Annual Payment 10	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	8	\$20.685.77	\$0.00	\$20,685.77
Annual Payment 10	70112	AXON SIGNAL - VEHICLE	96	\$2,718.05	\$0.00	\$2,718.05
Annual Payment 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	94	\$0.00	\$0.00	\$0.00
Annual Payment 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Annual Payment 10	73638	AXON STANDARDS - LICENSE	70	\$0.00	\$0.00	\$0.00
Annual Payment 10	73681	AXON RECORDS	70	\$0.00	\$0.00	\$0.00
Annual Payment 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	96	\$1,571.60	\$0.00	\$1,571.60
Annual Payment 10	A00018	PREMIUM ROBOTICS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	A00018	PREMIUM ROBOTICS BUNDLE	4	\$0.00	\$0.00	\$0.00
Annual Payment 10	A00023	LOKI MKII BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	BasicLicense	Basic License Bundle	40	\$8,772.78	\$0.00	\$8,772.78
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$17,397.74	\$0.00	\$17,397.74
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$112,838.71	\$0.00	\$112,838.71
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	94	\$90,482.74	\$0.00	\$90,482.74
Annual Payment 10	H00001	AB4 Camera Bundle	40	\$3,649.24	\$0.00	\$3,649.24
Annual Payment 10	H00001	AB4 Camera Bundle	141	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	10	\$1,663.16	\$0.00	\$1,663,16
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Annual Payment 10	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	180	\$911,599.44	\$0.00	\$911,599.44
Annual Payment 10	ProLicense	Pro License Bundle	24	\$15,791.00	\$0.00	\$15,791.00
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Annual Payment 10	S00007	AXON AI - AI ERA LEADERS	180	\$384,968.30	\$0.00	\$384,968.30
Total				\$1,803,200.00	\$0.00	\$1,803,200.00

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

1

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement between the Parties, attached hereto, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to ACEIP:

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develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Agency is terminating those contracts effective 11/01/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$64,243.99 to the quote for delivered but unpaid items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-322186 - 1/1/2025 - INUS310819 \$611,170.97

Q-395231 - 7/10/2024 - INUS263407 \$29,952.04

Q-395231 - 7/10/2024 - INUS263408 \$29,952.02

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Q-395231 - 1/1/2025 - INUS310819 \$611,170.97 Q-432572 - 1/1/2025 - INUS310819 \$611,170.97 Q-531728 - 2/1/2025 - INUS321004 \$125,000.00 Q-534169 - 1/1/2025 - INUS311066 \$9,677.76 Q-310067 - pending - 6/1/2025 \$10,416.00

00.

6/24/25 DOA J. WATSON

Signature

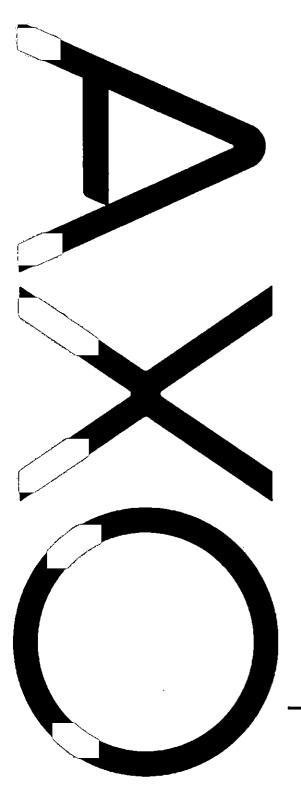
Date Signed JUSGE PRO TEM

6/10/2025



Q-672559-45818MA

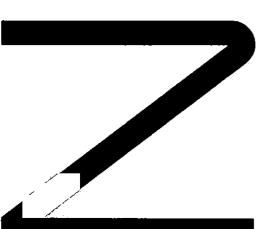
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STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON RECORDS AND STANDARDS FOR BRAZOS, TX CSO ("SOW")

Submitted By: Axon Enterprise, Inc. (Axon) 17800 North 85th Street Scottsdale, AZ 85255





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1. PROJECT OVERVIEW

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1. SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

axon Records	 Attachments Audit Trail Axon DataStore Case Management Configurable Forms and Fields Crimes, Productivity, and Cases Analytics Distribution Management Employee Management Expungement Field Interviews Incident Reporting Master Index Alerts Master Location Index Master Index 	 Master Vehicle Index Texas NIBRS State Reporting Physical Property & Evidence Entry Print Auditing Records Requests Redaction Restrictions Sealing Search Supplements User permission Management Warrants Bookings Permits
axon Standards	 Attachments Citizen Compliant Configurable Forms and Fields Early Intervention (EIS) Early Intervention (EIS) and Use of Force Analytics Internal Affairs Investigative Case Management 	 Internal Complaint Redaction Restrictions Use of Force Vehicle Collision Vehicle Pursuit



2. DEFINITIONS

TERM	DEFINITION
Parties	
Agency	Brazos, TX CSO who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
Systems	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
project & milestor	169
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.

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A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.		
Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.		
End-users are activated, and the agency is actively using the product		
Successful implementation of interfaces, data conversion, and NIBRS state and federal certification		
Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in the Third-Party Products and Services section		
Issue impacting 50% or more users		
Testing the functionality of the system as configured for the agency		
Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors		
Testing the functionality of the system as configured for the agency from an end-user's perspective		

3. OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- Third-party products and services costs related to the vendors or agency's side of the integration
- Changes made by the agency after configuration is complete



2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- The access to the DataStore includes read-only access to prescribed views of data which are made available from the entry of data using the Axon Records User Interface.
- Axon provides the agency with a data dictionary and/or other appropriate documentation.
- Axon provides the following analytics reports as part of the Records system: Crimes, Productivity, and Cases
- Axon provides the following analytics reports as part of the Standards system: Use of Force, Early Intervention (EIS)
- If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 AXON CONFIGURATIONS

- To utilize certain systems, no integration is necessary; however, access to the Axon Records DataStore is required. This access may necessitate action by the customer, their third-party vendor, or Axon. Axon will furnish credentials/access to the Axon Records DataStore. It is understood that any work or changes associated with creating queries to access the data are the responsibility of the customer or their vendor, and Axon bears no liability in this regard. The Axon Records DataStore is provided on an as-is basis, and any requests for custom views, queries, or connections will be subject to review within the standard change order process.
- Below is a partial list of additional forms that Brazos, TX CSO may request to add to the Axon system. These forms are used by officers and investigators to supplement their Incident Reports/Case in the RMS:

2.4 READINESS

- Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.5 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the selected method is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 15 users per session depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful training and assists the agency's trainers in creating the course and training schedule.



SCHEDULE:

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.

2.6 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

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3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

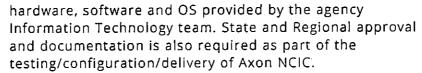
Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

3.1 AGENCY INTERFACES

- 3.1.1 Records | Central Square | Call For Service: Axon will import Call For Service (CFS) information from the Central Square CAD system. Ingested CFS data will be used to automatically create a shell Incident Report (TASK) in Axon Records, assigned to the responding/primary officer from the CAD CFS Event. This integration may (depending on CAD Vendor technologies) pull in related NCIC inquiry returns if attached/incorporated within the CFS Event Data, into the CFS Side Panel within the Axon Records Incident Report. Additional customization and workflows may be added to ingest CFS Data and will be specified in Interface Requirement Documentation after Agency Discovery sessions. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.2 Records | CommSys | NCIC Inquiry: Axon will leverage CommSys (vendor relationship) to enable State CJIS, NLETS, NCIC, connectivity. As an example, the service allows for inquiries to be conducted (ConnectCIC) for Wants and Warrants to State/NCIC, Automated Property checks to State/NCIC, Orders of Protection, DMV inquiries of Person and Vehicle information, along with many other Inquiries and checks. This solution requires additional software activated within the Axon Ecosystem, along with specific



- 3.1.3 Records | Tyler JMS | Bookings: Axon will export booking data to Tyler JMS, to include Full Name, PII, and charges, eliminating the need for duplicate entry in multiple systems. The data export may also include (depending on
 - the JMS Vendor system) attachments associated with each record. These may include a booking photo (mugshot), or digital images of biometrics. Specific data points, cadence and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.4 Records | Tyler JMS | Jail Management Import: Axon will import booking data to include Full Name, PII, and charges, from Tyler JMS, eliminating the need for duplicate entry in multiple systems. During ingestion, data will be matched or ingested as new into the master name index for easy search and later use on other Incident reports. The ingestion may also include (depending on the JMS Vendor system) attachments associated with each record. These may include a booking photo (mugshot), or digital images of biometrics. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.5 Records | Brazos | Citation: Axon will import citation data from the Brazos system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Citation standalone form will automatically finalize upon import. The Citation data ingested from the 3rd party product will include only that data visible within the Citation standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Citation (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.6 Records | NIBRS | State Reporting: Axon RMS will comply with Federal and State National Incident Based Reporting System (NIBRS) guidelines and requirements to ensure accurate reporting within acceptable state thresholds. Axon will facilitate data submission based off of state



specifications via web service integration or manual export and upload. NIBRS Certification is a separate requirement and timeline from Final MCR that will be determined in collaboration with the Agency's Records Department, the Axon Compliancy Team, and State UCR/NIBRS Program.

3.1.7 Records | Offender Watch | Sex Offenders: Axon will import registered sex offenders from the RSO registry. During ingestion, offender data will be matched or ingested as new into the master name index for easy search and later use on other Incident reports. Details related to the form where offender data is ingested, along with form revisions, approval, finalization will be discussed during the requirements gathering phase of the project. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.



4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

4.1 DESCRIPTION OF ROLES AND RESPONSIBILITES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:



- Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- Extract and provide the data to Axon in an agreed-upon format.
- Address data quality by the agency prior to provisioning to Axon.
- Minimize the amount of business logic and file processing prior to conversion where possible.
- Provide a data dictionary to define all elements of the legacy data.
- Provide an entity relationship diagram of the legacy database, if available.
- Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

4.2 AGENCY DATA CONVERSIONS

- 4.2.1 Central Square | Records Data Conversion: Axon will convert all Incidents, Cases, Supplements, and Physical Property & Evidence from Central Square to Axon Records.
- 4.2.2 LEFTA | Standards Data Conversion: Axon will convert legacy Use of Force, Collision, Pursuit, Complaint, and Internal Affairs Investigation reports from LEFTA into Axon Standards.

The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

4.3 LEGACY SOFTWARE UPDATES

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

5.1 COMMSYS -

- Included within this project are products and services from CommSys for the purposes of connecting to and conducting transactions with state and/or regional information providers.
- The agency agrees to provide a CJIS-compliant server and operating environment for hosting of the CommSys software and make remote connectivity available to Axon as required to install, configure, and test the software and its integration with Axon products. The minimum technical requirements are:
 - 1.5 GHz 32 or 64-bit dual core processor, 4GB RAM, 120GB Hard Drive, Video Adapter and Monitor with a 1280x1024 resolution and 256 colors, TCP/IP LAN Network connectivity to any client and software components on same or separate hardware, Established connectivity to a CJIS Interface
 - Microsoft Operating System (32 or 64-bit), Microsoft Windows Server 2012 R2 with Microsoft SQL Server 2014 and higher

5.2 MICROSOFT SELF HOSTED INTEGRATION RUNTIME ("SHIRT")

- Included within this project is software that allows integrations within the agency's local environment to communicate with Axon's cloud hosted environment.
- The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
 - Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
 - 64-bit Operating System with .NET Framework 4.7.2 or above



- > 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
- A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.

5.3 GIS

Axon incorporates a multi-tenant, Axon-hosted ArcGIS Enterprise instance for certain GIS functions along with our existing ArcGIS Online solution. This new infrastructure meets our customers' stringent requirements for high availability GIS data in mission-critical uses.

5.3.1 GIS TERMINOLOGY

Feature Layer: A single map layer that can be created from a <u>Map Service</u> or <u>Feature</u> <u>Service</u>, ArcGIS Online or ArcGIS Enterprise portal items, or from an array of clientside features. The layer can be either a spatial (has geographic features) or nonspatial (table).

GIS FUNCTIONS	ARCHITECTURE	RATIONALE
vegtor tile maps	ArcGIS Online (Uses Axon-hosted as backup)	ArcGIS Online's AWS CloudFront architecture is fast and reliable
Satellite Imagery	ArcGIS Online	ArcGIS Online's AWS CloudFront architecture is fast and reliable
routing service	Axon ArcGIS Enterprise	Axon routing service has higher availability and offers an SLA
address Suggestion Service	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
Geologation Services	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
GUSTOMBR	Axon's ArcGIS Online account	For customers without ArcGIS Online account, customer provides layer files to Axon, and Axon hosts in Axon's ArcGIS Online account, and owns and manages layer URL
Feature lavers	Customer ArcGIS Online account	Customer hosts (and controls) layer content in their own ArcGIS Online account, and provides layer URL and an Access Key to Axon

Axon ArcGIS Enterprise (not supported yet)	Customers provides layer files to Axon, and Axon hosts layers in Axon's ArcGIS Enterprise deployment, and owns and manages layer URLs. Axon validates that the feature layer is safe to publish and optimized. See the guide on this feature for more details.
Customer web server (not supported yet)	Customer hosts (and controls) layer content on their own web server, provides layer URL to Axon. Axon monitors customer web server to assess availability and make recommendation to customer about its suitability for hosting layers in mission critical applications like CAD and RMS.

Geocoding: Also called address geocoding, this is the process of taking a text-based description of a location, such as an address or the name of a place, and returning geographic coordinates, frequently latitude/longitude pair, to identify a location on the Earth's surface.

Reverse Geocoding: A process that converts geographic coordinates to a description of a location, usually the name of a place or an addressable location. Geocoding relies on a computer representation of address points, the street / road network, together with postal and administrative boundaries.

Routing: Routing services allow you to perform several types of spatial analysis on transportation networks, such as finding the best route across a city, finding the closest emergency vehicle or facility, identifying a service area around a location, or servicing a set of orders with a fleet of vehicles.

Basemaps: Serves as a reference map on which you overlay data from layers and visualize geographic information. An individual basemap can be made of multiple feature, raster, or web layers.

Geocoder: A web service which provides geocoding information. Customers can define their own and expose them as APIs.



5.3.2 AXON GIS COMPONENTS AND ARCHITECTURE

The ArcGIS Online service does not offer an SLA for many of their components. Because ArcGIS Online does not offer an SLA, Axon cannot ensure consistent performance if an agency opts to use ArcGIS Online for any of its GIS services.

The exception to this is the ArcGIS Online Map Tiles and Satellite Imagery, which are static assets hosted on reliable modern Content Delivery Networks (CDN) by ESRI. By leveraging their CDN-hosted assets, map render time and performance are dramatically improved. However, in the unlikely event that ArcGIS Online map tiles become unavailable, Axon has the ability to switch to a backup copy running on Axon's servers. Due to the massive size of satellite imagery, Axon currently does not offer a backup copy of the satellite imagery at this time but may consider this for future requests.

When accessing Map Tiles and Satellite Imagery, no customer data (such as addresses or GPS coordinates) are sent to 3rd party services.

5.3.3 GIS REQUEST FLOW

For Axon to host your feature layers in our ArcGIS Online account, we require two key items:

A complete set of layer configuration files for each layer as enumerated below, with all files for all layers bundled into a single .zip file

The numbered list describing the stacking order in which the layers should be applied when selected by end users file requirements for Layer Configuration

Agencies requiring Axon to host their feature layers must send layer files to their Axon representative in a single .zip file with optional internal folder structure. For each layer, agencies should include files as follows:

5.3.4 GIS REQUIRED LAYERS

Shapefile (.shp extension) to represent spatial vector data, including points, lines, and polygons in a map

Index File (.shx extension) to represent shape index position

dBASE File (.dbf extension) to store attribute data and object IDs

5.3.5 GIS OPTIONAL LAYERS

Projection File (.prj extension) to specify the metadata associated with the shapefiles coordinate and projection system



ML Metadata File (.xml extension) to represent the metadata associated with the shapefile

Spatial Index File (.sbn extension) to optimize and speed up spatial queries, used with .sbx files

Spatial Index File (.sbx extension) to optimize and speed up spatial queries, used with .sbn files

Code Page File (.cpg extension) to describe the encoding applied to create the shapefile

5.3.6 GIS LAYER EXAMPLES

り i HighwayExits.cpg	5 bytes	TextEdit
🗓 HighwayExits.dbf	77 KB	TextEdit
🗋 HighwayExits.prj	567 bytes	Document
🗋 HighwayExits.sbn	2 KB	Document
🗋 HighwayExits.sbx	204 bytes	Document
🕅 HighwayExits.shp	5 KB	ESRI Scument
HighwayExits.shp.xml	12 KB	XML
🗋 HighwayExits.shx	2 KB	Document



6 NIBRS CERTIFICATION

Axon works in partnership with the agency to complete the NIBRS certification process with the state. Axon trains appropriate personnel within the agency to perform corrective action to Incident Reports, and ensure representative data is captured in alignment with NIBRS reporting standards.

The NIBRS certification process includes:

- Training agency personnel on the processing and critical review stages of all generated incident reports to ensure required NIBRS reporting compliance data is captured
- Training agency personnel to perform periodic checking and submission preparation audit of the incidents which contain NIBRS reporting data
- Training agency personnel to conduct a monthly NIBRS export report of the incidents to the state in the manner determined by the state
- Working with the agency to update codes, statutes, entity relationships, and any unmatched data the state rejects as part of the NIBRS test submission process through certification

6.1 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces, data conversion, and NIBRS state and federal certification. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.



7 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

- 1. Integrations
- 2. Data Conversions
- 3. NIBRS Certification



8 PROJECT MANAGEMENT

8.1 MANAGEMENT RESOURCES

8.1.1 Axon Team

- Executive Sponsor: An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- Program Manager: The dedicated point of contact and person responsible for successful deployment.
- Business Analyst: One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- Solution Architect: the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- Customer Success Manager: Holds responsibility for postimplementation and ongoing support.
- Training Specialist: Provides training to the agency on the applications being deployed.

8.1.2 Agency Team

- Executive Sponsor: This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- Project Manager: This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- Integrations Manager: This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing customdeveloped applications, queries, and reports.
- IT Administrator: This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.



- Records Supervisor: This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- Patrol Lead: This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
- Reporting Analyst/Lead: This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

8.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

8.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority (<u>Attachment_B</u>).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.



8.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

8.5 MILESTONE COMPLETION REPORT (MCR)

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included (<u>Attachment A</u>).

Upon receiving an MCR, the agency has 7 calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven (7) calendar days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.



9 AGENCY COMMITMENTS

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays, or major events that may impact the project.
- Ensure agency desktop, mobile systems, and devices can access the product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- Provide Axon with remote access to the agency's Axon Evidence account when required.
- Provide Axon with all CJIS background check requirements at project initiation.
- The agency agrees to pay for licenses upon completion of Go-Live.

10 SUPPORT

- Axon provides on-site Go-Live support the week the agency begins using the software.
- Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- Axon provides a Onsite Technical Account Manager(s) to provide onsite technical support to the agency for 1 year. See <u>Attachment C</u> for more information.
- Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.



11 TERMS AND CONDITIONS

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This SOW is governed by the master services and purchasing agreement \sim executed by the parties:

AGENCY
Signature: Multimetric
Name: Wande J. Watson
Title: CO. Judge Pro Tem
Date: 4-24-2023
Agency Name: Brazos County

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ATTACHMENT A - MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Brazos, TX CSO:

- □ Project kick-off
- □ Requirements completion
- □ Functional review and completion of configuration
- □ User acceptance testing
- □ Integrations completion
- □ Data conversions completion
- □ Completion of agency training
- □ Go-Live
- □ Final acceptance

Date services were completed on: _____ day of _____, 20____

Signature:
Signature Date:
Printed name:
Title:
Email:
Agency Name:



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ATTACHMENT B - PROJECT CHANGE ORDER

Date:	
Description of change to Axon product o	r service:
Justification for change:	
Effects on schedule:	· · ·
Effect on project pricing (attach quote fo	or reduction or increase in
costs):	
· · · · · · · · · · · · · · · · · · ·	
AXON ENTERPRISE, INC.	AGENCY
	N
Signature:	Signature:
Name:	Name:
Title:	Title:
, me	nue
Date:	Date:
	Agency Name:

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ATTACHMENT C – AXON TECHNICAL ACCOUNT MANAGER

AXON TAM ONSITE RESPONSIBILITIES -

- Axon Technical Account Manager (TAM) Payment: Axon invoices for Axon TAM services as outlined in the quote when the TAM commences work onsite at the agency.
- Full-Time TAM Scope of Services:
 - The fulltime TAM works onsite four (4) days per week from 0900 1700.
 - The TAM is employed by Axon and adheres to all Axon policies and procedures.
 - In the event there is a need to replace the TAM, Axon coordinates with the agency to outline timing and interim coverage.
 - Agency is responsible for ensuring the TAM has a dedicated office space to work. The office space needs to be secure, allowing for storage of electronic devices.
 - Agency needs to set-up appropriate access control procedures for the TAM. The onsite TAM requires building and parking access to ensure effective utilization. The TAM completes CJIS background clearance process to facilitate access controls.
 - The agency's Axon support team works with the agency to define its support needs and ensures the full-time TAM has the skills to align with those needs. There may be up to a three (3) month waiting period before the full-time TAM can work onsite, depending upon the agency's needs and availability.

The full-time TAM professional services can include, but is not limited to the following:

ONGOING SYSTEM UPDATES AND GONFIGURATIONS	 Manage software releases. Reviews release note with appropriate users/administrators to provide insight on new features and functionality (particularly capabilities that relate to known organization pain points). Coordinate agency testing of new features and
	functionalities.

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		Manage release
		communications
		(begin/end/rollback/
		cancellations/postponements)
		with administrators.
		Coordinate in the event of an outage.
		Facilitate or train on configuration changes.
	r,	Coordinate with DRS training
	1	team on larger
		feature/system upgrades
ACCOUNT MAINTENANCE		Outage communications and follow-up
		After action report (ARR) reviews
		Conduct monthly executive reviews with
		-
		agency and Axon regarding Axon DRS
		products
DIRECT SUPPORT		Onsite Troubleshooting
	r.	Troubleshoot agency issues
		in real-time.
		Gather product questions
		and feedback from users.
		Triaging and overseeing MyAxon Support
		cases.
	,	Conduct MyAxon Support
		case review meetings.
		Directly engage with software
		support engineers, data
		analyst, and NIBRS
		specialists/NIBRS support
		engineer
		Prioritize feature requests/enhancements.
		Coordinate with software
•		support engineers
		Actively participate in and successfully
		execute internal support processes and
		protocols for day-to-day functions.
		Follow internal flowcharts to
		assist and streamline agency
		support needs.
		Assist with agency trainings.
		Customized support analytics
		 Collaborative onsite
		troubleshooting for complex
		issues that may require direct
	Í	involvement from the Axon
	Í	software engineering team.

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acency advocacy	 Liaison between the agency and Axon Helps drive pre-Go-Live deliverables to completion. Representative for the agency when participating in internal customer triage meetings/planning sessions
SUBJECT MATTER Expervise	 Serves as an agency subject matter expert on DRS products for the following: Troubleshoot and assist with reported issues. Bridge knowledge gaps for agency personnel on new functions Work with the agency to understand product adoption and workflow change needs. Help agency personnel to become subject matter experts in their respective areas (records, investigations, patrol, crime analysis, property & evidence, etc.) Work with agency on any post-Go-Live needs for DataStore or form builder

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Axon Online Support Platforms Terms of Use Appendix

1 <u>Definitions</u>.

"Axon Online Support Platforms" means Axon Academy and MyAxon.

"Axon Academy" means Axon's Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.

"MyAxon" means Axon's Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

"Axon Online Customer Content" means

- a) "Academy Customer Content" is data uploaded into, ingested by, or created in Axon Academy within Customer's tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.
- b) "MyAxon Customer Content" means data uploaded into, ingested by, or created in MyAxon within Customer's tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon Non-Content Data.

"Axon Online Non-Content Data" means

- a) "Academy Non-Content Data" is data, configuration, and usage information about Customer's Axon Academy tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Academy. Academy Non-Content Data includes data about users captured during account management and customer support activities. Academy Non-Content Data does not include Academy Customer Content.
- b) "MyAxon Non-Content Data" is data, configuration, and usage information about Customer's MyAxon tenant, Axon Devices and client software, and users that is transmitted or generated when using MyAxon. MyAxon Non-Content Data includes data about users captured during account management and customer support activities. MyAxon Non-Content Data does not include MyAxon Customer Content.

"Axon Support Materials" means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 <u>Access</u>. Upon Axon granting Customer a subscription to Axon Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.
- 3 Customer Owns Axon Online Customer Content. Customer controls and owns all right, title,



Axon Online Support Platforms Terms of Use Appendix

and interest in Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

- 4 <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.
- 5 Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Axon Online Customer Content, or if account information is lost or stolen.

- 6 Privacy. Customer's use of Axon Online Support Platforms is subject to the Axon Online Support current version of which is available Platforms Privacy Policy, а at https://www.axon.com/legal/axon-online-support-platforms-privacy-policy. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.
- 7 Location of Storage. Axon may transfer Axon Online Customer Content and Axon Online Non-Content Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online Non-Content Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Customer Content Customer Content and Axon Online Customer Cust
- 8 <u>Suspension</u>. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.



Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.

- 9 <u>Axon Online Support Platforms Warranty</u>. Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.
- 10 <u>Axon Online Support Platforms Restrictions</u>. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - **10.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;
 - **10.2** reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;
 - **10.3** access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - **10.4** use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;
 - **10.5** access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;
 - **10.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Online Support Platforms; or
 - **10.7** use Axon Online Support Platforms to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

AXON CLOUD SERVICES PRIVACY NOTICE

Last Updated: February 1st, 2025

This Axon Cloud Services Privacy Notice ("**Notice**") applies only to the information that Axon Enterprise, Inc. and its other legal entities ("**Axon**" "we", "us", "our") collect from Customers and their users (collectively, "**Customer**" "you" and "your") and provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the <u>Axon Global Privacy Notice</u>.

Unless otherwise provided in this Notice, this Notice is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). A concept or principle covered in this Notice shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized terms referenced, but not defined, in this Notice shall have the meanings assigned to them in the Agreement.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understands this Notice. Axon may occasionally update this Notice. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's acknowledgement, and to the extent allowed by law agreement to and acceptance of any such changes.

Definitions

• **"Axon Cloud Services"** means Axon's web services hosted on evidence.com including Axon Evidence and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).

• "Axon Products" means:

(1) Axon Cloud Services;

(2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "Axon Devices");
(3) other software offered by Axon (including, without limitation, Axon Investigate, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "Axon Client Applications"); and

(4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not

include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.

"Customer Data" means:

(1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
(2) "Non-Content Data", which means:

(a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration;

(b) "Customer Entity and User Service Interaction Data" which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
(c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;

(d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and

(e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and errortracking files.

• **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).

• **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

• **"Personal Data"** means information about or relating to an individual, whether recorded or not, whether or not true or factual, which can be used to uniquely identify the individual either on its own or by reference to an identifier such as an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

• **"Sensitive Personal Data"** means any information related to genetic, biometric and health data, as well as personal data revealing racial and ethnic origin, political opinions, religious or ideological convictions or trade union membership. Specific information types connected to an individual where misuse could negatively impact fundamental rights and freedoms of the data subject. This includes financial data of an individual, racial, genetic, health or lifestyle data.

• **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as

collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

• **"Sub-processor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

Axon's Role

Data Processor

Axon is a Data Processor of Customer Content and Axon obtains no rights to Customer Content. The Customer is a Data Controller and controls and owns all right, title, and interest in and to Customer Content. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties.

Data Controller

Axon is a Data Controller for Non-Content Data. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller.

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery and improvement of Axon Products including business, operational, and

security purposes. Axon may analyze and report anonymized and aggregated Non-Content Data to communicate with external and internal stakeholders.

Data Collection Purposes and Processing Activities

Customer Content

Axon will only process Customer Content to provide Customer Axon Cloud Services including, without limitation, user authentication and authorization functionality, and to enable the functionalities according to the configuration selected by the Customer. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties. Axon will not use Customer Content for any advertising or other commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the <u>Axon Evidence Maintenance Schedule</u>. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule.

Non-Content Data

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes.

Non-Content Data includes the following:

Customer Entity and User Data

Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications, such as maintenance schedules, or similar notifications, but may unsubscribe from promotional communications at any time such as by clicking on an unsubscribe button at the bottom of such communications.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon processes Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon processes "Service Operations and Security Data" to provide service operations and monitoring for its own purposes of ensuring the security of its services and systems. The processing of "Service Operations and Security Data" is necessary for Axon to monitor the security of its services, detect vulnerabilities, and act promptly on security breaches. Therefore, the processing is necessary to meet Axon's legal obligations, to maintain security standards and to fulfil our contractual commitments to the Customer.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, to market, and communicate with Customer by carrying out the administrative management of your registration and/or updating as a client, and the management and development of the contractual relationship with Customer and to contact Customer to provide information about its account, tenant, subscriptions, billing and updates to Axon Cloud Services, and to market our products or services to Customer via email, by sending promotional communications, including targeted advertisements, or by presenting Customer with relevant offers.

Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the device and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files. Service Operations and Security Data may be part of the Support Data when required for this purpose.

If Customer shares Customer Content to Axon in a support scenario, or access to or processing of Customer Content is necessary to provide support, the Customer Content will be processed as Support Data and will only be used for resolving support incidents.

Axon may provide support through phone, email, online chat or sessions. Phone conversations, online chat sessions, or online sessions with Axon support professionals

may be recorded and/or monitored for efforts such as training, future support, and evidentiary purposes.

Legal Basis for Processing Personal Data

CUSTOMER CONTENT

Axon's legal basis for the collection and processing of Personal Data within Customer Content is to fulfill obligations to facilitate and process contractual transactions that take place when you interact with Axon Cloud Services.

NON-CONTENT DATA

Axon's legal basis for the collection and processing of Personal Data within Non-Content Data is the legitimate interest to provide and support the delivery of our Services; investigate and help prevent security threats, fraud, or other malicious activity; enforce & protect the rights and properties of Axon or its affiliates; protect the rights and personal safety of Axon employees and third parties on or using the Services or Axon Products; and for the purposes which may be required by applicable laws and regulations.

Server and Data Location

Customer Content

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMICAREA	SID FARTY INFRASTRUCTURE SUE PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Arure	Canberra, ACT
14	South America	Microsoft Azure	Sao Paulo, Brazil & Río de Janeiro, Brazil
			or
			Sao Paulo, Brazil & *Texas, United States
			*new customers will not be added to the Texas, United States datacenter
2	Canada	Microsoft Azure	Toronto, GN & Quebec City, QC
EU	European Union	Amazon Web Services	ireland **new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
Ux	United Kingdom	Microsoft Azure	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas, Virginia & Oregon, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginla, United States
ENT	Giobal	Microsoft Azure and Amazon Web Services	Washington, Wyoming & Oregon, United States

Axon ensures that all Customer Content in Axon Evidence remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through

review of Customer's Axon Cloud Services URL. Customer URLs conform to the <youragency>.<regioncode>.evidence.com scheme with the exception of US customers where the scheme may exclude the region code and is <youragency>.evidence.com. US Federal customers conform to the scheme <youragency>.us.evidence.com

Non-Content Data

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support Data may be located in the United States and may be located in Customer's selected economic area for Customer Content.

Axon Cloud Services Sub-processors

Axon may rely on Sub-processors to provide or enhance Axon Products on its behalf. Axon only permits Sub-processors to use Customer Content to deliver to the Customer services that Axon offers. Axon prohibits Sub-processors from using Customer Content for any other purpose. Ownership of rights, titles, and interest in and to Customer Content remain with Customer.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content. Prior to onboarding Sub-processors, Axon audits the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to the scope of their services.

Axon maintains an up-to-date list of the names and locations of the required Customer Content sub-processor(s) used to for standard Axon Cloud Services <u>here</u>. Please note, additional Sub-processors may be included depending on additional functionality requested during contracting and implementation. If additional information is needed, please contact Axon at privacy@axon.com.

Axon will give Customer notice of any new Sub-processor. If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe <u>here</u> to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process Customer Content in connection with the provision of your service.

International Data Transfers

Personal Data within Non-Content Data may be subject to international data transfers outside the European Economic Area (EEA), United Kingdom, and Switzerland, which will be regulated in accordance with the mechanisms set out in the GDPR, UK-GDPR, and the Swiss FADP respectively, to safeguard the rights and freedoms of the data subject and ensure a level of protection equivalent to that required by European, United Kingdom, and Swiss regulations.

Axon and Fusus Inc. ('Axon') comply with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Axon has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Axon has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from the UK Extension to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.

If there is any conflict between the terms in this Notice and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <u>https://www.dataprivacyframework.gov/</u>.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Axon commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact Axon at <u>privacy@axon.com</u>.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Axon commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.

If you are an EU, Swiss or UK Individual, where we transfer your personal data to third party service providers (see above) who perform services for us or on our behalf, we are responsible for the processing of that data by them and shall remain liable if they process your personal data in a manner inconsistent with the DPF Principles referred to below, unless we prove that we are not responsible for the event giving rise to the damage.

Axon is subject to the investigatory and enforcement powers of the United States Federal Trade Commission regarding compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

To the extent the above mechanisms cannot be used to adequately safeguard transfers outside the EEA, United Kingdom, or Switzerland, Axon will put in place alternate safeguards, as appropriate (such as Standard Contractual Clauses (SCCs) and Transfer Impact Assessments (TIA).

Information Sharing

Axon may share data with its subsidiaries, legal entities, third party service providers and other partners to help us operate, including for providers to facilitate: (1) user account management, authentication, analytics, and communication, (2) product features, e.g. product development, and error analytics, (3) customer service and support, and (4) security monitoring and investigation.

Required Disclosures

Axon will not disclose Customer Content or Non-Content Data to Government Authorities except as required by any law or regulation. If permitted, Axon will notify Customer if any disclosure request is received for Customer Content so Customer may challenge or object.

Data Security Measures

Axon is committed to helping protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical, and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure, or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors, and Sub-processors, to the extent applicable to the respective scope of performance.

Additional information regarding Axon's Data Security program can be found by visiting <u>https://trust.axon.com</u>

Confidentiality

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

Integrity

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

Availability

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

Isolation

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role-based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

Personnel

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

Notification

If Axon becomes aware of unlawful or unauthorized access to, disclosure, alteration, or destruction of Non-Content or Customer Data, we will notify affected Customers and relevant authorities as necessary.

Data Portability, Migration, and Transfer Back Assistance

Data Portability

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

Data Migration

In the event Customer's Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, will delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

Post-Termination Assistance

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Customer Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Children's online privacy protection

Axon takes seriously its obligations under the Children's Online Privacy Protection Act. We do not knowingly collect Non-Content Data regarding children under 18.

Data Subject Rights

Non-Content Data

In some jurisdictions you have the rights described below with respect to your Personal Data. You may have the rights described below:

Access and obtain a copy of your Personal Data on request;

Require Axon to change incorrect or incomplete Personal Data;

• Require Axon to delete or stop processing your Personal Data, for example where the Personal Data is no longer necessary for the purposes of processing;

• Object to the processing of your Personal Data where Axon is relying on its legitimate interests as the legal ground for processing; and

• Withdraw your consent in circumstances where consent is the legal basis for processing.

If you would like to exercise any of these rights or have any questions, please contact us at

privacy@axon.com. To submit a deletion request, please complete this form.

If you believe that Axon has not complied with your data protection rights, you may have the right to lodge a complaint with a supervisory authority, in particular in the jurisdiction where you work, normally live or where any alleged infringement of data protection laws occurred.

In the EEA: the data protection authority of their place of residence;

In the United Kingdom: the UK Information Commissioner's Office ("ICO");

In Switzerland: the Federal Data Protection and Information Commissioner ("FDPIC").

In the United States, please contact your applicable <u>State Attorney General</u>.

In other locations around the world, their local data protection authority.

If personal data covered by this Privacy Notice is to be used for a new purpose that is materially different from that for which the personal data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party in a manner not specified in this policy, Axon will provide you with an opportunity to choose whether to have your personal data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to us as specified in the "How to Contact Us" section below. Certain personal data, such as information about medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, is considered "Sensitive Information." Axon will not use Sensitive Personal for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual unless Axon has received your affirmative and explicit consent (opt-in).

Customer Content

Customers may process Personal Data regarding an individual when leveraging Axon Cloud Services. In such cases, we are processing such personal data purely on behalf of our Customers and any individuals who seek to exercise their rights should first direct their query to our Customer, the Data Controller.

Axon will work with Customers to provide access to Personal Data that Axon or Subprocessors hold. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

Data Retention

Customer Content

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, Customer controls the retention and deletion of its Evidence within Axon Cloud Services.

Non-Content Data

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within.

Axon's data retention policies relate to Axon's Non-Content Data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon products and services and in accordance with applicable regulations. We will retain Non-Content Data for as long as needed to provide services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Your California Privacy Rights

Pursuant to the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), we provide this California Consumer Privacy Act Addendum (the "CCPA Addendum") to California residents ("consumers" or "you" or "your"). This CCPA Addendum supplements the information contained in our Axon Cloud Services Privacy Notice. Any capitalized term used but not defined in this Notice has the meaning given in our Axon Cloud Services Privacy Notice.

This CCPA Addendum does not apply to information we collect about individuals in their capacity as present or former job applicants or employees of Axon or the use of the Axon website. Nor does this amendment cover processing of Customer Content within Axon Cloud Services.

Categories of Personal Information	Examples
Identifiers and Contac Information	tName, postal address, telephone number, unique personal identifier, online identifier, Internet Protocol address, username, email address or other similar identifiers
Commercial Information	Records and history of products or services purchased or considered
Internet or other electronic network activity information	Interaction with our websites, applications, or advertisements
Geolocation data	Approximate physical location (derived from an Internet Protocol address)
Professional or employment-related information	Job title, employer name. Inferences drawn from the any of the above
Account authentication credentials	Username, encrypted and hashed password

Categories of Personal Information Collected

Sources of Personal Information

We obtain the categories of Personal Information listed above directly from you as well as from the following categories of sources: our corporate affiliates, third-party business partners, and other third-party sources.

Use of Personal Information

We use Personal Information for a variety of business and commercial purposes, as described this Axon Cloud Services Privacy Notice.

Your Consumer Rights under the CCPA

California law grants state residents certain rights, including the rights to know and access specific types of Personal Data, to learn how we process Personal Data, to request deletion

of Personal Data, to request correction of Personal Data, to opt-out of sharing your Personal Data for third party advertising purposes, and not to be denied goods or services for exercising these rights.

If you would like to exercise any of these rights please contact us at privacy@axon.com.

Right to Opt-Out of Selling or Sharing

In the preceding 12 months, Axon has not sold or shared (as those terms are defined in the CCPA) any Personal Data.

Authorized Agents

To make a request as an authorized agent on behalf of a California resident, you may use the submission methods noted above. Please provide us with a copy of the consumer's written authorization designating you as their agent.

Nondiscrimination

We will not unlawfully discriminate against you for exercising your rights under the CCPA.

Additional Information about specific Axon Cloud Services

The following information pertains to specific privacy and data processing activities associated with certain Axon Cloud Services. If you are a user of any of the below products, please read the applicable language carefully.

Community Request

Community Request services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, **"Submissions"**) by an individual completing questionnaires, while using Community Request **("Survey Participant")**, to our Customer that uses the Community Request service. Our Customer which requests Submissions through Community Request receives those Submissions - once transmitted, the Submissions remain in the possession of the requesting Customer and Axon does not own or control any copies. The Customer is thus the Data Controller of Submissions data. The Customer to which a Survey Participants transmits the Submission will own and control such Submission, and the privacy practices of Axon's Customer will apply.

Additionally, Community Request automatically collects certain details about a Survey Participant usage of Community Request and their device. Axon may automatically collect certain details of your access to and use of Community Request, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Community Request. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

My90

My90 services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, "**Submissions**") by an individual completing questionnaires, while using My90 ("**Survey Participant**"), to our Customer that uses the My90 service. Survey Participants should not submit Personal Data as part of a Submission. If Personal Data is submitted, Axon will remove or de-identify the Submission.

Axon will analyze and aggregate Submissions to evaluate Customer interactions with respondents or to obtain insight. For example, this is done to understand the effectiveness of existing emergency response processes or to understand sentiment towards My90 Customers. This information can help Axon, and its Customers obtain insights and comparison on community trends and accordingly implement or recommend implementation of measures to improve policing.

Axon may also share aggregated Submissions publicly or privately through various mediums. We share this information to provide insights and comparisons on general policing and community trends. Prior to sharing this information, Axon will ensure that the Submission has been aggregated and de-identified so it can no longer be linked directly to a respondent.

Outside of the usage of Submissions, My90 automatically collects certain details about a Survey Participant usage of My90 and their device. Axon may automatically collect certain details of your access to and use of My90, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through My90. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

Axon Fusus

We process Customer Content on behalf of and as a Data Processor, and to the extent necessary to provide Services to our Customers. To provide our Customers with our Services, we may process and store Customer Content that is captured and recorded when our Customers and their users operate our Products and other Services, such as video or audio recordings, live video or audio streams, images, comments, and data our products collect from their surrounding environment to perform their functions (such as motion, events, temperature and ambient light). The Customer is thus the Data Controller of Customer Content collected by Fusus and the privacy practices of Axon's Customer will apply.

Axon Fusus Terms of Use prohibits the use of cameras set by our Customers with our Platform or other Services in locations where a person has a reasonable expectation of privacy. We require our Customers to conduct any video monitoring through our Services in compliance with applicable laws, regulations and policies, including non-discrimination, sexual harassment, among others. Therefore, monitoring in the bathrooms, locker rooms, or other areas where individuals have a reasonable expectation of privacy is prohibited;

Axon Fusus Terms of Use also specifies that the camera positions and views are limited to open, common and public areas, unless otherwise permitted by a court order authorized by a court of competent jurisdiction relating to an investigation by a law enforcement agency.

Additionally, Axon Fusus may automatically collect certain details about users of Axon Fusus Products or Services. Axon may automatically collect certain details of your access to and use of Axon Fusus Products or Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Axon Fusus Products or Services.

How to Contact Us

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If you have any questions or concerns regarding Axon's privacy practices or the content of this Notice, please contact privacy@axon.com.



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Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (SLA) identifies the Axon Evidence Service Offerings and the expected level of services between Axon1 (Axon, us or we) and users of Service Offerings (Customer or you). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the "last updated" date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services https://www.axon.com/products/axon-Schedule visiting: Maintenance by evidence/maintenance-schedule.

Definitions

- "Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- "Downtime" means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- "Incident" means a disruption of Service Offerings during which the Customer experiences Downtime.
- "Maximum Available Minutes" means the total amount of accumulated minutes during a Service Month for the Service Offering.
- "Monthly Uptime Percentage" means (Maximum Available Minutes Downtime) / Maximum Available Minutes * 100.
- "Scheduled Downtime" means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- "Service Month" means a calendar month at Coordinated Universal Time (UTC).

¹ "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.



- "Service Credits" means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- "Service Offerings" means all Axon Evidence services provided by Axon pursuant to this SLA.
- "Unavailable" and "Unavailability" means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an enduser.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Recentage	Service Greditin Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: https://www.axon.com/products/axon-evidence/maintenance-schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.



 For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".



Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

- ** Maintenance performed on UK and AU a week after the fourth Tuesday of each month *** Time period includes time on Wednesday in UTC
- **** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.



Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.



Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- "Business Day" means Monday to Friday 08:00 17:30, excluding public holidays.
- "BOD" means the Board of Directors
- "Incident" means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- "Targeted Response Time" means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the "Axon Customer Support Solution".
- "Targeted Resolution Time" means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "Workaround" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: https://my.axon.com

Telephone:

US & Canada: 800-978-2737 UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com Germany: support-dach@axon.com Rest of EMEA: customerservice@axon.com or support@axon.com



Incident Classifications and Response Times

Incident Glassification	Description	Targeted Response Tilme	Tangeted Resolution Time	Gustomer/Response Gommitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time- sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	· .

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a



Service Offerings Agreement

conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.



Service Offerings Agreement

Escalation

Bscalation Level	Description	Escalation	Targeted Response Tilme	Targeted Resolution Tilmo
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2 [.]	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".



Part 3 – Return of Merchandise Authorization (RMA)

The Axon Evidence Device Return Service provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.

PRIVACY POLICY

Axon Virtual Reality Privacy Policy

Last updated: February 22, 2022

This Axon Virtual Reality Privacy Policy ("Policy") applies only to the information that Axon Enterprise, Inc. ("Axon") collects and you or your employer (collectively, "Customer") provide to Axon in connection with Customer's use of Axon Virtual Reality (as defined below).

Our privacy practices may vary among the countries in which we operate to reflect local practices and legal requirements. Specific privacy policies may apply to some of our practices, products, or services. Please visit the webpage, mobile application, or digital asset of the specific product or service to learn more about our privacy practices in relation to that product or service.

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("Agreement"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

By using Axon Virtual Reality Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Virtual Reality will signify Customer's agreement and acceptance to any such changes.

THE DEFINITIONS

- "Axon Academy" means Axon's Customer learning management system on <u>absorblms.com</u>, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.
- "Axon Cloud Services" means Axon's web services hosted on <u>evidence.com</u> including Axon Evidence, Axon Records, and Axon Dispatch, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "Axon Online Support Platforms" means Axon Academy and MyAxon.

- "Axon Virtual Reality" means Axon's virtual reality services and virtual reality devices and virtual reality client applications and other related offerings, including, without limitation, interactions between Axon Virtual Reality and Axon Products.
- **"Axon Support Materials**" means material(s) or content(s) made available by Axon to Customer within Axon Virtual Reality.
- "Virtual Reality Customer Content" means data uploaded into, ingested by, or created in Axon Virtual Reality within Customer's tenant, including training materials, media or multimedia uploaded into Axon Virtual Reality by Customer. Virtual Reality Customer Content excludes Virtual Reality Non-Content Data.
- "Virtual Reality Non-Content Data" means data, configuration, and usage information about Customer's Axon Virtual Reality tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Virtual Reality Services. Virtual Reality Non-Content Data includes data about users captured during account management and customer support activities. Virtual Reality Non-Content Data does not include Virtual Reality Customer Content.

For purposes of clarity: Virtual Reality Customer Content does not include Virtual Reality Non-Content Data and Virtual Reality Non-Content Data does not include Virtual Reality Customer Content.

• "Axon Products" means:

(1) Axon Cloud Services; (2) Axon Virtual Reality; (3) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "Axon Devices"); (4) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "Axon Client Applications"); and (5) ancillary hardware, equipment, software, services, Axon Online Support Platforms, cloudbased services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the '<u>my.evidence.com</u>' services.

- **"Axon Support Materials**" means material(s) or content(s) made available by Axon to Customer within Axon Virtual Reality.
- "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

- "Data Exporter" means the Data Controller who transfers the Personal Data.
- "Data Importer" means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection within the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("GDPR")
- "MyAxon" means Axon's Customer support portal hosted on <u>salesforce.com</u> and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.
- "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "Processing" means any operation or set of operations which is performed on or sets of Personal Data, Virtual Reality Customer Content, Virtual Reality Non-Content Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- "Sub-processor" means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

AXON'S ROLE

Axon is a Data Processor of Virtual Reality Customer Content. Customer controls and owns all right, title, and interest in and to Virtual Reality Customer Content and Axon obtains no rights to Virtual Reality Customer Content. Customer is responsible for the uploading, sharing, withdrawal, management, and deletion of Virtual Reality Customer Content. Customer grants Axon limited access to Virtual Reality Customer Content solely to provide and support Axon Virtual Reality, respectively, to and for Customer and Customer's end-users. Customer represents and warrants to Axon that, where applicable: (1) Customer owns Virtual Reality Customer Content; (2) and Virtual Reality Customer Content, and Customer's end-users' use of Virtual Reality Customer Content, does not violate this Policy or applicable data protection laws and regulations. Axon may also collect, control, and process Virtual Reality Non-Content Data. Axon is a Data Controller for Virtual Reality Non-Content Data. Axon collects, controls, and processes Virtual Reality Non-Content Data to provide Axon Virtual Reality Services, respectively, and to support the overall delivery of Axon Products including business, operational, and security purposes. With Virtual Reality Non-Content Data, Axon may analyze, and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

DATA COLLECTION AND PROCESSING ACTIVITIES

Virtual Reality Customer Content

Axon will only use Virtual Reality Customer Content to provide Customer Axon Virtual Reality. Axon will not use Virtual Reality Customer Content for any advertising or similar commercial purposes. Axon periodically upgrades or changes Axon Virtual Reality to provide customers with new features and enhancements. Changes to Axon Virtual Reality may increase the capabilities of the service and ways in which Virtual Reality Customer Content can be processed.

Virtual Reality Non-Content Data

Virtual Reality Non-Content Data includes data, configuration, and usage information about customer's Axon Virtual Reality tenant, interactions between Axon Virtual Reality and other Axon Products, and users that is transmitted or generated when using Axon Virtual Reality. Virtual Reality Non-Content Data includes the following:

- Customer Entity and User Data. Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Virtual Reality tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Virtual Reality, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products including, without limitation, Axon Virtual Reality or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Virtual Reality, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers. Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.
- Customer Entity and User Service Interaction Data. Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Virtual Reality; and, where applicable, Axon Client Applications. Axon uses

Customer Entity and User Service Interaction Data to improve the quality of Axon Products or provide enhanced functionality and features.

- Service Operations and Security Data. Axon uses Service Operations and Security Data to provide service operations and monitoring.
- Account Data. Axon uses Account Data to provide Axon Virtual Reality, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.
- Support Data. Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Virtual Reality Customer Content to Axon in a support scenario, Virtual Reality Customer Content will be treated as Support Data but will only be used for resolving support incidents. Axon may provide support through phone, email, or online chat. Phone conversations, and online chat sessions with Axon support professionals may be recorded and/or monitored.

For customers using Axon Academy and MyAxon to store their VR session After Action Report: Axon may use "impersonation" to temporarily navigate a Customer's Axon Academy and MyAxon tenant to view data in order to resolve a support incident ("Impersonation"). This only applies to customers who choose to export their VR Session After Action report and store it in Axon Academy and MyAxon. Axon is unable to access the Video Replay of a VR session via Impersonation.

INTERNATIONAL TRANSFERS + SERVER AND DATA LOCATION

Axon has its headquarters in the United States. All Virtual Reality Customer Content and Virtual Reality Non-Content Data pursuant to this Privacy Policy will be processed in the United States. Virtual Reality Customer Content and Virtual Reality Non-Content Data may also be transferred to other Axon companies, branches, and service providers, including outside the UK, EEA, and Switzerland, and will be stored and processed manually and electronically through global systems and tools for the purposes described in the above section "Data Collection and Processing Activities". Axon has appropriate safeguards in place to protect Virtual Reality Customer Content and Virtual Reality Non-Content Data. Customer acknowledges that Processing, including storage, of Virtual Reality Customer Content and Virtual Reality Non-Content Data will be in the United States.

International transfers of Personal Data collected in the UK, EEA and Switzerland is governed, where applicable, by the Standard Contractual Clause or another appropriate safeguard.

If Customer is an individual in the UK, EEA, or Switzerland, to obtain a copy of the safeguard describing how Customer Personal Data is protected, please contact us using the information in the Contact Us section below.

INFORMATION SHARING

Information about Axon Customers is an integral part of our business. Axon neither rents nor sells Virtual Reality Customer Content and Virtual Reality Non-Content Data to anyone. Axon may transfer Virtual Reality Customer Content and Virtual Reality Non-Content Data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Virtual Reality as described in the "Data Collection and Processing Activities" section of this Policy.

AXON SUB-PROCESSORS

Axon may hire Sub-processors to provide or enhance Axon Virtual Reality on its behalf. Axon will only permit any such Sub-processors to obtain Virtual Reality Customer Content from Axon Virtual Reality, respectively, to deliver services to Axon and will be prohibited from using this data for any other purpose. Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Subprocessors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Virtual Reality Customer Content.

Customer consents to the transfer of Virtual Reality Customer Content to Axon's Subprocessors for the purpose of storing Virtual Reality Customer Content. Such Subprocessors responsible for storage of Virtual Reality Customer Content are contracted by Axon for data storage services. Ownership of Virtual Reality Customer Content remains with Customer.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Axon maintains an up-to-date list of the names and locations of all Sub-processors. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor. If Customer is a current Axon Virtual Reality customer with a data processing agreement in place with Axon, Customer may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process Virtual Reality Customer Content in connection with the provision of their service. If Customer would like to subscribe to receive email notifications for changes to Axon Virtual Reality Sub-processor(s) or for a complete list of Axon Virtual Reality Sub-Processors, please contact us using the information in the Contact Us section below.

REQUIRED DISCLOSURES

Axon will not disclose Virtual Reality Customer Content except as compelled by a court or administrative body or required by any law or regulation. Unless prohibited by law, Axon will notify Customer if any disclosure request is received for Virtual Reality Customer Content so Customer may file an objection with the court or administrative body.

CUSTOMER'S ACCESS AND CHOICE

Virtual Reality Customer Content

Customer can access Customer's tenant to manage Virtual Reality Customer Content.

Virtual Reality Non-Content Data

Within the scope of Axon's authorization to do so, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Virtual Reality, Customer desires to update Personal Data Customer has shared with us, change their mind about sharing Personal Data with us, desire to cancel their Customer account, or request that Axon delete or no longer use provided Personal Data to provide Customer services, please contact us at <u>privacy@axon.com</u>. We will retain and use Personal Data for as long as needed to provide Customer services, comply with our legal obligations, resolve disputes, and enforce our agreements.

DATA SECURITY MEASURES

Axon is committed to help protect the security of Virtual Reality Customer Content and Virtual Reality Non-Content Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Virtual Reality Customer Content and Virtual Reality Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

AUTOMATED DECISION-MAKING

Customers will not be subject to decisions that will have a significant impact on Customers based solely on automated decision-making.

IF CUSTOMER CHOOSES NOT TO PROVIDE PERSONAL DATA

Customers are under no statutory or contractual obligation to provide Personal Data to Axon. However, if Customer fails to provide Personal Data when requested, which is necessary for us to provide a product or service to them, we may not be able to complete Customer's request. For example, without Customer name or email, we will not be able to register them for an Axon Virtual Reality account.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT

Axon takes seriously its obligations under the Children's Online Privacy Protection Act concerning the collection of data from individuals under the age of 13. Axon Virtual Reality are not directed at children, as Axon requests that children under the age of 13 not provide data through Axon Virtual Reality.

HOW TO CONTACT US

Axon commits to resolve complaints about Customer privacy and use of Axon Virtual Reality. Complaints surrounding this Policy can be directed to Customer's local Axon representative or <u>privacy@axon.com</u>. If Customer has any questions or concerns regarding privacy and security of Virtual Reality Customer Content and Virtual Reality Non-Content Data or Axon's handling of Customer's Personal Data, please contact <u>privacy@axon.com</u>.

If Customer is an UK, EU, or Swiss resident and we are unable to satisfactorily resolve any complaint relating to Personal Data, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact, respectively, the UK Information Commissioners Office (UK ICO), or the relevant <u>EU Data Protection Authorities</u> (DPAs), or the <u>Swiss Federal Data Protection and Information Commissioner (FDPIC)</u>.

MY90 PRIVACY POLICY

Last Updated 8/8/2022

When you use our Services, you are trusting us with your information. Holding onto your private information is a serious responsibility and we want you to know how we are handling it. Axon Enterprise Inc. and its Affiliates ("**Axon**") is a Personal Data Controller. This means that we are responsible for deciding how we hold and use Personal Data or Personal Information (referred to herein as "Personal Data") about you. The My90 Privacy Policy ("**Policy**") is meant to help you to understand what information we collect, why we collect it, and how you can update, manage, and delete your information. This Policy applies to the interactions Axon has with you and My90, as well as other Axon products, websites, mobile applications, or digital assets that display this Policy ("**Services**" or "**My90**")

By using My90, you acknowledge that you have read and understand this Policy and agree to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Your continued use of My90 will signify your agreement and acceptance to any such changes.

DEFINITIONS

- "Axon Products" means: (1) Axon Cloud Services; (2) Axon Virtual Reality; (3) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "Axon Devices"); (4) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "Axon Client Applications"); and (5) ancillary hardware, equipment, software, services, Axon Online Support Platforms, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, its implementing regulations, together with any amending or replacement legislation.
- "Cross-content Behavior Advertising" means targeting of advertisements to a consumer based on the consumer's Personal Information obtained from the consumer's activity across businesses, distinctly branded websites etcetera.
- "Survey Response" which means survey recipients response to My90 Survey.
- "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- "My90 Partners" means the customers of Axon that are using My90.

- "My90" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
- "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- "Personal Data/Personal Information" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- "Recipient Contact Information" means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- "Sale" means selling, renting, releasing, disclosing, disseminating, making available or transferring a consumer's Personal Information by the business to a third party for monetary or other valuable consideration.
- "Sharing" means sharing, renting, releasing, disclosing, disseminating, making available or transferring a consumers Personal Information by the business to a third party for Cross-content Behavior Advertising whether or not for monetary or other valuable consideration.
- "Sensitive Personal Data" means Personal Data revealing racial or ethnic origin, political
 opinions, religious or philosophical beliefs, or trade union membership, or the processing of
 genetic data, or biometric data for the purpose of uniquely identifying a natural person, data
 concerning health or data concerning a natural person's sex life or sexual orientation.
- Services" means My90 and professional services provided by Axon.
- "Supervisory Authority" means an independent public authority which is established by an European Union Member State or the United Kingdom pursuant to the applicable set of privacy laws.
- "UK-GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, as it applies to the United Kingdom.

WHAT PERSONAL DATA WE COLLECT

Axon may collect and process different types of Personal Data in the course of operating our business and providing our Services, this includes:

Personal Data collected from you

Survey Recipients

- Device Information and Unique identifiers. Data from which your device could be identified, such as browser type
- Survey Recipients Contact Information. Data that can be used to contact you such as Email address and/or phone number
- Age Range. The age you provided on the survey
- Sensitive Personal Data.

When you use My90, we collect the following sensitive information from you: racial or ethnic data, gender identity or age. This information is optional and you may skip any questions that you are not comfortable with.

You may also choose to share on a survey in our free form responses other sensitive information. This may include your health data, racial or ethnic data, sexual orientation, pregnancy or childbirth information, disability, religious or philosophical beliefs, trade union membership, political opinion, genetic information, or biometric data. Where it becomes necessary to process your Sensitive Personal Data for any reason, we rely on your prior express consent, where required by law, for any processing which is voluntary.

My90 Partners

- Contact Information. Data that can be used to contact you such as first and last name, email address, phone number, physical address, mailing address and other contact information
- Account Information. Data used to setup and manage your account

Information captured from My90 Partners + Survey Recipients

- Diagnostics, Service Operations, and Security Data. This includes information such as: crash logs; performance data, and other diagnostic data
- Support Data. Data that we may collect when you contact or engage Axon for support. Support
 data includes, without limitation, details gathered related to the support incident, such as
 contact authentication information
- Other Information you provide to us. Data such as the content of your communication with Axon, including interaction with customer support

Personal Data collected from other sources

 Individuals or My90 Partners. Axon may collect data about you from other individuals, for example, your contact information so we can administer the survey to you.

IF YOU CHOOSE NOT TO PROVIDE YOUR PERSONAL DATA

You are under no statutory or contractual obligation to provide Personal Data to Axon. However, if you fail to provide Personal Data when requested, which is necessary for us to provide a product or service to you, we may not be able to complete your request. For example, without your phone number, we will not be able to send you a survey.

HOW YOUR PERSONAL DATA IS USED

Unless specified otherwise above or at the time of collection, Axon may use your Personal Data to operate, evaluate, and improve our business and provide our Services including:

Survey Recipients

- Administer the My90 Survey on behalf of our My90 Partners
- Access and analyze Survey Response. Axon will analyze respondent response to surveys to evaluate My90 Partners interactions with respondents or to obtain insight. For example, to understand the effectiveness of existing emergency response processes or to understand respondents sentiment towards My90 Partners and policing. This information can help Axon and My90 Partners obtain insights and comparison on policing and community trends and accordingly implement or recommend implementation of measures to improve policing.
- Develop and share Aggregated Survey Response: Axon may aggregate and de-identify and share Aggregated Survey Responses publicly or privately through various mediums. We share this information to provide insights and comparison on general policing and community trends. Prior to sharing this information, Axon will ensure that the Survey Response has been aggregated and de-identified so it can no longer be linked directly to a respondent.

My90 Partners

- **Functionality.** Using data to enable My90 functionality such as to create surveys, authenticate users, enable features, improve scalability and performance, or perform customer support
- Account management. Using data to setup and manage your account. For example, to enable you to have an account, manage My90 subscription, or verify your credentials
- Developer communications. Using data to send news or notifications about you or My90. For example, sending a notification to inform you about an important security update or new feature
- Analytics. Using data to evaluate your behavior, including to understand the effectiveness of existing product features, plan new features, or measure audience size or characteristics. For example, to see how many users received a survey request vs how many completed it
- Axon Marketing and Advertising. Using data to send marketing communications directly to you, or sending notifications, where applicable, to increase engagement. We may contact you for marketing purposes, unless you have told us not to contact you for these purposes or we have not obtained your consent when required by law. If you do not wish to receive marketing communication from Axon, please request to unsubscribe through the opt-out option in the

communication or by emailing <u>privacy@axon.com</u>. Please know, if you unsubscribe from marketing communications you may still get service related communication. If you are a recipient of a My90 Survey, Axon will not contact you for marketing purposes or target ads to you.

Survey Recipients and My90 Partners

- Comply with applicable laws and regulations. Comply with applicable laws and regulations, including laws outside your country of residence. This may include satisfying tax or reporting obligations, or to comply with a lawful governmental request
- Enforcement of policies, terms & conditions. Enforce our policies, terms & conditions, or as necessary to establish, exercise and defend legal rights
- Protection. Protect our rights, privacy, safety, security, property, and/or that of our affiliates, you or others.

LEGAL BASIS FOR PROCESSING PERSONAL DATA

If you are an individual in the United Kingdom (UK), European Economic Area (EEA), or Switzerland, our legal basis for the collection and processing of your Personal Data is as follows:

- contractual obligations to facilitate and process transactions that take place when you interact with Axon, such as when you sign up for My90;
- consent, where applicable and required by law; and
- legitimate interest to: provide and support the delivery of our Services; foster relationship/networking with customers; grow Axon's business; ensure you are not omitted from receiving information about products, promotions or events you may have an interest in; investigate and help prevent security threats, fraud, or other malicious activity; enforce & protect the rights and properties of Axon or its affiliates; protect the rights and personal safety of Axon employees and third parties on or using the Services or Axon Products; and for the purposes which may be required by applicable laws and regulations.

INFORMATION SHARING

Information about Axon customers is an integral part of our business. Axon neither rents nor sells your Personal Data to anyone except as described in this Policy. We share your Personal Data only with entities that control or are controlled by or under common control of Axon, and as described below:

 Agents/Service Providers. Axon employs other companies and people to perform tasks on our behalf and may need to share your Personal Data with them to provide our Services to you. Examples may include removing repetitive information from customer lists, analyzing information, providing marketing assistance, and providing customer service. In all cases where we share your information with such agents, we explicitly require the agent to adhere to this Policy. Additionally, when Axon wishes to transfer this information to a third-party acting as an agent, it will only do so if the third-party agent enters into a written non-disclosure agreement.

- My90 Partners. Response to My90 Surveys are shared with My90 Partners. My90 Partners, are Axon Customers who contracted with Axon to administer surveys on their behalf. Please know My90 Partners, are also Controllers of the Survey Responses. In addition to the purposes described in the above section "How Your Personal Data is Used.", your information will be used in accordance with their data protection practices and privacy policies. Please reach out to that My90 Partner directly to obtain information about how they will use your data.
- Others. Except as described in this Policy, Axon will not share the Personal Data you provide to Axon with third parties without your permission, unless to: (i) respond to duly authorized information requests of police and governmental authorities; (ii) comply with any applicable law, regulation, subpoena, or court order; (iii) investigate and help prevent security threats, fraud, or other malicious activity; (iv) enforce/protect the rights and properties of Axon or its subsidiaries; (v) protect the rights and personal safety of Axon employees and third parties using Axon Products; or (vi) enable a reorganization, merger or sale.

INTERNATIONAL TRANSFERS

Axon has its headquarters in the United States. Information we collect from you will be processed in the United States. Your Personal Data may also be transferred to other Axon companies, branches and service providers, including outside the UK, EEA, and Switzerland, and will be stored and processed manually and electronically through global systems and tools for the purposes described in the above section "How Your Personal Data is Used." Axon has appropriate safeguards in place to protect your Personal Data.

International transfers of Personal Data collected in the UK, EEA, and Switzerland is governed, where applicable, by the Standard Contractual Clauses or another appropriate safeguard. If you are an individual in the UK, EEA, or Switzerland, to obtain a copy of the safeguard describing how your Personal Data is protected, please contact us using the information in the Contact Us section below.

AUTOMATED DECISION-MAKING

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making.

DATA RETENTION

Axon will only retain Personal Data for as long as needed for the specific purpose in which it was obtained, or as otherwise required by applicable laws or regulations. For more information on where and how long your Personal Data is stored, please contact us at <u>privacy@axon.com</u>.

KEEPING PERSONAL DATA SECURE

Axon is committed to help protect the security of your Personal Data. Axon has established and implemented policies, programs and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Personal Data against unauthorized access, use, modification, disclosure and other misuse. Axon will take appropriate steps to ensure compliance with

the data security measures by its employees, contractors and Agents, to the extent applicable to the respective scope of performance.

YOUR PRIVACY RIGHTS

As a data subject, you have a number of rights. You can:

- Access and obtain a copy of your Personal Data on request
- Require Axon to change incorrect or incomplete Personal Data
- Require Axon to delete or stop processing your Personal Data, for example where the Personal Data is no longer necessary for the purposes of processing
- Object to the processing of your Personal Data where Axon is relying on its legitimate interests as the legal ground for processing
- Opt-out of the Sale or Sharing of your Personal Data
- Opt-out of marketing communication. Please know if you opt-out of marketing communication, you may still receive occasional service-related messages
- Withdraw your consent in circumstances where consent is the legal basis for processing.

You also have the right to not be discriminated against for exercising your Privacy Rights. Please know Axon will not discriminate against you for exercising your Privacy Rights.

If you would like to exercise any of these rights or have any questions, please contact us at privacy@axon.com.

If you are located in the UK, EEA, or Switzerland and you believe that Axon has not complied with your data protection rights, you have the right to lodge a complaint with a supervisory authority, in particular in the UK, Switzerland, or the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner ("ICO"). Contact details for the ICO can be found at <u>https://ico.org.uk/</u>.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT

Axon takes seriously its obligations under the Children's Online Privacy Protection Act concerning the collection of Personal Data from individuals under the age of 13. My90 is not directed at children, as Axon requests that children under the age of 13 not provide Personal Data through My90.

THIRD-PARTY SITES

The Axon websites or platforms may permit you to link to other websites on the Internet, and other websites may contain links to the Axon websites. Those other websites are not under Axon's control, and such links do not constitute an endorsement by Axon of those other websites, or the services offered through them. The privacy and security practices of websites linked to or from the Axon websites or platforms are not covered by this Policy, and Axon is not responsible for the privacy or security practices or the content of those websites.

CONDITIONS OF USE

If you decide to use our Services, your use and any possible dispute over privacy, unless otherwise stated, is subject to this Policy, arbitration of disputes, and Arizona law.

CONTACT US

Axon takes privacy seriously. Complaints surrounding this Policy can be directed to your local Axon representative or <u>privacy@axon.com</u>. If you have any questions or concerns regarding the privacy and security of your Personal Data, please contact <u>privacy@axon.com</u>.

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DEPARTMENT:	Budget Office	NUMBER:	
DATE OF COURT MEETIN	NG:	6/24/2025	
ITEM:		Order 25-023 adopting the amended rate of 6 per Fund for fiscal year 2025.	cent for the Local Provider Participation
TO:		Commissioners Court	
FROM:		Nina Payne	
DATE:		06/13/2025	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
SOURCE OF FUNDS:		Funds are derived from assessment to all local he attachment.	ospitals in Brazos County as listed in the
NOTES/EXCEPTIONS:			
ACTION REQUESTED OR ALTERNATIVES:	2	Request approval.	
ATTACHMENTS:		Description	T
<u>File Name</u>		<u>Description</u>	<u>Type</u>

<u>NP_Amended_LPPF_ORDER_FY_25_draft.pdf</u> Order 25-023 Amending the LPPF Rate for FY 2025 <u>Brazos_County_FY25_Rate_Rebase_Analysis.pdf</u> Brazos County FY 2025 Rate Rebase Analysis <u>Type</u> Cover Memo Backup Material STATE OF TEXAS

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8

COUNTY OF BRAZOS §

ORDER 25-023

AMENDING THE LOCAL PROVIDER PARTICIPATION FUND (LPPF) MANDATORY PAYMENT TAX RATE AND DESIGNATING A DEPOSITORY

WHEREAS, pursuant to Chapter 296 of the Texas Health and Safety Code, the Brazos County Commissioners Court created the Brazos County Local Provider Participation Fund;

WHEREAS, the purpose of the Local Provider Participation Fund is to generate revenue to provide the nonfederal share of a Medicaid Supplemental Payment Program by requiring a mandatory payment from Institutional Healthcare Providers in Brazos County;

WHEREAS, pursuant to Section 296.151(b) and (c) of the Texas Health and Safety Code, Brazos County can set the mandatory payment amount in an amount which is proportional, and which is not to exceed 6 percent of the aggregate net patient revenue of all paying hospitals in the County;

WHEREAS, pursuant to Section 296.151(d) of the Texas Health and Safety Code, Brazos County can cover administrative expenses that are incurred from the County's activities under Chapter 296, which may not exceed the lesser of four percent of the total revenue generated from the mandatory payment or \$20,000;

WHEREAS, pursuant to Section 296.103 of the Texas Health and Safety Code, Brazos County shall designate one or more banks located in the County as the Depository for Mandatory Payments.

WHEREAS, there is also new net patient revenue data available for the Institutional Healthcare Providers in Brazos County;

WHEREAS, the rate of the mandatory payment amount for Fiscal Year 2025 was previously set at four percent of the aggregate net patient revenue of all paying hospitals in the county but the rate should be amended to six percent for Fiscal Year 2025.

NOW THEREFORE BE IT ORDERED, by the Brazos County Commissioner's Court, that for **FISCAL YEAR 2025**, the Brazos County Local Provider Participation Fund;

a. The Mandatory Payment Tax Rate is amended to be set at 6 percent; and

- b. Brazos County be paid twenty thousand dollars \$20,000 from the fund to cover administrative expenses; and
- c. Brazos County designates Truist Bank to be its Depository for mandatory payments received by the county.

Duane Peters County Judge

Bentley Nettles

County Commissioner, Precinct 1

Fred Brown County Commissioner, Precinct 3

Chuck Konderla County Commissioner, Precinct 2

Aztha

Wanda Watson County Commissioner, Precinct 4

ATTEST:

office supervisor Karen McQueen **Brazos County Clerk**

I. Brazos County LPPF - FY25 Rate Analysis

Facility	System	2022 Net Patient Revenue	FY25 Rate	Quarterly	2023 Net Patient Revenue	FY25 Rate	Additional Invoice
i donity	System		4.00%	Assessment		6.00%	to be Paid by 8/31
Scott & White College Station	BSWH	281,474,521	11,258,981.00	2,814,745.25	308,654,146.00	18,519,249.00	7,260,268.00
College Station Medical Center	CHI	83,377,670	3,335,107.00	833,776.75	71,851,995.00	4,311,120.00	976,013.00
St. Joseph Regional Health Center	CHI	284,185,535	11,367,421.00	2,841,855.25	266,924,850.00	16,015,491.00	4,648,070.00
CHI St Joseph Rehab Hospital	Encompass	30,557,761	1,222,310.00	305,577.50	33,267,404.00	1,996,044.00	773,734.00
The Physicians Centre Hospital	Surgery Partners	21,603,575	864,143.00	216,035.75	27,299,018.00	1,637,941.00	773,798.00
CapRock Hospital	Caprock	7,956,906	318,276.00	79,569.00	-	-	-
TOTAL		\$ 709,155,968	\$ 28,366,238.00	\$ 7,091,559.50	707,997,413.00	42,479,845.00	14,431,883.00



DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	6/24/2025
ITEM:	Approval of the Interlocal Agreement for the Maintenance of Roads - Parcel O.
TO:	Commissioners Court
DATE:	06/17/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00
ATTACHMENTS:	
<u>File Name</u>	Description Type
Interlocal_Agreement_for_the_Maintenance_c	<u>F Roads - Parcel O.pdf</u> Interlocal Agreement for the Maintenance of Roads - Parcel O.

INTERLOCAL AGREEMENT FOR THE MAINTENANCE OF ROADS PARCEL O

THE STATE OF TEXAS § COUNTY OF BRAZOS §

THIS INTERLOCAL AGREEMENT FOR THE MAINTENANCE OF ROADS (the "<u>Agreement</u>") is made and entered into by and between BRAZOS COUNTY, a political subdivision of the State of Texas (the "<u>County</u>"), and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 6, a political subdivision of the State of Texas, operating as a municipal utility district (the "<u>District</u>"). The County and the District may hereinafter collectively be referred to as the parties.

RECITALS

This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "<u>Act</u>"), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act.

The Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements.

The District lies within Brazos County, Texas and has been created to serve as the regional district to finance roadway improvements in the development known as Millican Reserve, a mixed-use community, primarily residential, within the unincorporated boundaries of the County, including the land shown generally shown on **Exhibit A** ("<u>Parcel O</u>").

The County reviews plats and road construction plans for development in the unincorporated areas of the County for compliance with County road standards (the "<u>Regulations</u>").

Certain of the roadway plans for Parcel O do not meet the design criteria in the Regulations and therefore the County will not maintain or accept roads within Parcel O into the County road maintenance system.

The County and the District desire to enter into an interlocal agreement providing for the ownership and maintenance by the District of the public roads lying within the District's Parcel O (the "<u>Roads</u>"). The County's willingness to enter into this agreement for Parcel O does not obligate the County or the District to enter into any further agreements on other tracts within the District.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, the County and District hereby agree as follows:

ARTICLE ONE

OWNERSHIP AND MAINTENANCE OF THE ROADS; PLAT APPROVAL

1.1. <u>Construction and Ownership</u>. The District shall cause the construction of the Roads covered by this Agreement and will accept such Roads into the District's system of roads for ownership after submission by the District engineer of a certificate of completion of construction of the Roads, certifying that the Roads have been built in accord with the District's approved plans and specifications. A copy of such certificate of completion shall also be provided to the County. After acceptance, the Roads will be public roads, and the general public will have the same access as County roadways.

1.2. <u>Maintenance</u>. The District agrees that the District shall perform all maintenance (the "<u>Maintenance</u>") on the Roads. The District will follow all standard District procedures and state law in performing all necessary repairs and maintenance on the Roads.

1.3. <u>Payment of Maintenance Costs</u>. The District will be responsible for all costs of Maintenance of the Roads and pay such Maintenance costs through legally available revenues. The District agrees to cause the construction contract of any Road to include a one-year maintenance bond from a surety that is licensed to do business in Texas and meets all applicable regulatory criteria.

1.4. <u>Plat Approval</u>. In consideration for the District's agreement to own and maintain the Roads covered by this Agreement, and notwithstanding anything to the contrary in the County's Regulations, the County agrees that it shall review and consider approval of subdivision plats containing such Roads within 30 calendar days of submittal of such plats, provided that such plats have been approved by the City of College Station, Texas, if necessary.

1.6. <u>Road Maintenance Fund.</u> The District has or will create a segregated District fund pursuant to Section 1.3 of the Agreement (the "<u>Road Maintenance Fund</u>"). Additionally, the District agrees to send a copy of the District's annual audit showing revenues and expenses in the Road Maintenance Fund to the County engineer within 180 days of each fiscal year end.

ARTICLE TWO GENERAL PROVISIONS

2.1. <u>Cooperation</u>. The parties agree with each other in good faith at all times to effectuate the purposes and intent of this Agreement.

2.2. <u>Other Instruments, Actions</u>. The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.

2.3. <u>Payment from Current Revenues</u>. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

2.4. <u>Term; Annexation</u>. This Agreement shall remain in effect for so long as the District remains in existence and shall terminate at such time as the City of College Station, Texas, annexes the District.

2.5. <u>Notice</u>. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy, or hand delivery, or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the District.

Addresses for notice shall be as follows:

County:	Brazos County Judge 200 South Texas Ave. Ste. 332 Bryan, Texas 77802
District:	Brazos County Municipal Utility District No. 6 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, TX 77027 Attn: Jessica Holoubek

2.6. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

2.7. <u>Amendments</u>. Any amendment to the Agreement must be in writing and signed by the authorized representatives of all parties.

2.8. <u>Interpretation and Authority</u>. The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in V.T.C.A. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement entered into by and between the District.

2.9. <u>Assignment</u>. Neither party may assign its rights and obligations under the Agreement either in whole or in part; provided, however, the District may assign its ownership and maintenance obligations to one or more municipal utility districts within the boundaries of Parcel O.

2.10. <u>No Third Party Beneficiaries</u>. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.

2.11. <u>No Joint Venture, Partnership, Agency</u>. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the parties hereto.

2.12. <u>Responsibilities for Manner and Means of Performance</u>. The District is performing all its duties to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work. The County shall only have the authority to approve or reject the outcome of the District's efforts. Accordingly, the County shall not have any liability for intentional or negligent torts committed by the District or its agents in connection with the work contemplated by this Agreement.

2.13. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

2.14. <u>Venue</u>. Venue for any suit arising under this Agreement shall be Brazos County, Texas.

2.15. <u>Duplicate Originals</u>. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

2.16. <u>Effective Date</u>. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both parties.

2.17. <u>Warranty</u>. By execution of this Agreement, the County and the District warrant that the duties accorded herein are within their respective powers and authority.

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EXECUTED as of this $24 \text{ day of } \overline{\text{JuNE}}$, 2025, by the COUNTY.

COUNTY OF BRAZOS

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By: County Judge Duane Peter

WANDA J. WATSO CO. JUNGE PROTE

ATTEST: KAREN MCQUEEN Vatri L. Mid COUNTY CLERE OFFICE Suproisor By: Name: Title:

EXECUTED as of this <u>n</u> day of <u>June</u>, 2025, by the DISTRICT.

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

By: Name: Zacn Hil President Title:

ATTEST: By: Name: ACST Title: cretory

Allen Boone Humphries Robinson LLP

ATTORNEYS AT LAW

PHOENIX TOWER 3200 SOUTHWEST FREEWAY SUITE 2600 HOUSTON, TEXAS 77027 TEL (713) 860-6400 FAX (713) 860-6401 abhr.com

June 19, 2025

Letter of Transmittal

To: Mr. Bruce Erratt, General Counsel Brazos County

Re: Brazos County Municipal Utility District No. 2

Via: Federal Express w/return FedEx

WE ARE SENDING YOU the following items:

Description Interlocal Agreement for the Maintenance of Roads Parcel O

THESE ARE TRANSMITTED as checked below:

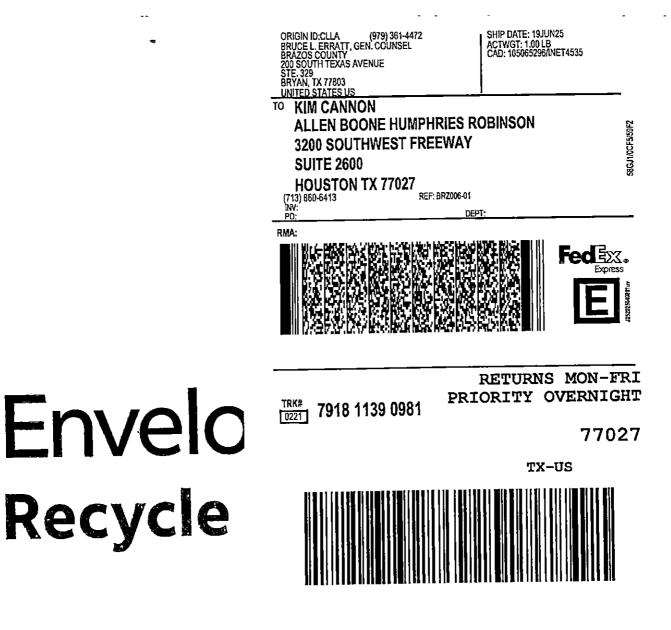
For your approval	For review and comment
For your handling	X For execution
Per your request	For execution and notarization

<u>NOTE</u>: Once executed, please return one execution page to me in the Federal Express envelope provided. Thank you.

SIGNED:

annox, Kim Cannon

Kim Cannon (713) 800-8682 Fax: (713) 800-2082 kcannon@abhr.com



Align bottom of peel-and-stick airbill or pouch here.

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DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:		6/24/2025	
ITEM:		Approval of Amendment #1 to renew Contract #24 Roeder, Smith & Company to extend contract term	
TO:		Commissioners Court	
FROM:		Celina Nava	
DATE:		06/12/2025	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
NOTES/EXCEPTIONS:		GASB 74/75 Actuarial Valuation Reports are used at fiscal year end by the Auditors to determine the Other Post Employment Benefit deferred inflows/outflows that are reported in the ACFR. The current contract goes through FYE 2025, so we would need for future fiscal years. Continuous maintenance of this contract allows the actuarial firm to engage and request data from the County to begin compiling the information for our annual Actuarial Report. This contract is budgeted in the Health & Life Fund.	
ATTACHMENTS:			
File Name	<u>[</u>	<u>Description</u>	Туре
Original_Contract.pdf	C	Original Contract	Backup Material
Partially_Executed_Amendme		Partially Executed Amendment #1	Backup Material
NCTGOC Renewal.pdf	١	NCTGOC renewal extension	Backup Material

Master Agreement Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which

CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017-02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. <u>**Tax Exempt Entities.**</u> CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. <u>Aggregate Information</u>. GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. <u>Fees.</u> GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.
- E. <u>Review of Charges.</u> CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.



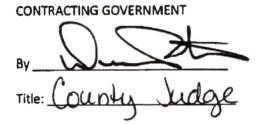
- F. <u>Termination</u>. Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.
- G. <u>Work Product.</u> The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted, but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. <u>Independent Contractor.</u> All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. <u>Term.</u> The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on June 30, 2023.
- J. <u>Complete Agreement.</u> This agreement combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. <u>Indemnification.</u> GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.



Professional Standards. GRS will provide qualified personnel for each engagement and follow all M. professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: Mark Randall Date: 10/12/2017 Title: CEO



Date: 10/3/17



ATTACHMENT A Pricing Schedule – Calendar Years 2017 and 2018

	Plan Basic Services		
	Governments by Total OPEB Participants	Annual	Biennial
	(Actives and Retirees)		
Ρ1	Less than 100	\$7,200	\$9,400
P2	Between 100 to 199	\$7,200	\$9,400
P3	Between 200 and 499	\$7,900	\$10,200
P4	Between 500 and 999	\$9,400	\$11,800
P5	Between 1,000 and 2,499	\$10,700	\$13,200
P6	Between 2,500 and 4,999	\$11,600	\$14,200
Ρ7	Between 5,000 and 7,500	\$14,700	\$17,400
P8	Greater than 7,500	\$17,800	\$20,600
	Plan Features Resulting in Additional Cost	Annual	Biennial
	(Discount) to Basic Services		
P9	Self-Insured Healthcare Plans	\$2,100	\$2,100
P10	Cost per additional healthcare plan option (high deductible, HMO, PPO etc.)	\$600	\$600
P11	Cost per additional retirement plan covered by the same OPEB plan	\$1,700	\$1,700
P12	Implicit subsidy only plans	-\$2,000	-\$2,000
P13	Plan change not previously valued (Basic)*	\$1,300	\$1,300
P14	Plan change not previously valued (Non-Basic)*	To be quoted	To be quoted
P15	OPEB Trust or Equivalent Arrangement	\$500	\$1,250
P16	Single Discount Rate Test	\$1,000	\$1,000
P17	Data Processing Charge**	To be quoted	To be quoted

* The impact of plan changes which are deemed significant need to be measured under GASB 74/75. A Basic or Non-Basic fee will apply anytime a plan change impact needs to be separately measured. No fee will apply if GRS has already measured the impact of the plan change.

** GRS fees are based on receiving census and claims data in the requested format. If data is provided in a different format or in multiple files, GRS will discuss an "out-side of scope" data fee charge with the Client before proceeding with the valuation.



	Optional Services	
01	Updating actuarial valuations to the measurement date	\$1,500
02	Upgrade roll-forward to full valuation	\$3,300
03	Plan only reporting package for separately issued financial statements	\$800
04	Cost Sharing schedules for primary government and component units	To be quoted
05	Pricing valuation for OPEB plan changes (Basic)	\$1,300
06	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
07	Experience Study	To be quoted
	Consulting on active health plans:	
08	Pricing of premiums for self-insured health plans	To be quoted
09	Cost trend analysis	To be quoted
010	Hourly rate for additional services-responsible actuary	\$330
011	Hourly rate for other actuarial staff	\$215
012	Hourly rate for additional services-support staff	\$185
013	In person meeting/presentation-per meeting*	\$1,300
014	Calculation of an Actuarially Determined Contribution	To be quoted
015	Money-weighted rate of return	\$500
016	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	\$2,500
017	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	\$4,000

*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

**Fee will be reduced by \$1,000 if a Blended Discount Rate test is not needed.

PRICING ASSUMPTIONS

- a. Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
- b. Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
- c. Number of OPEB participants will be determined as of the date the valuation is performed.
- d. Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.



. . .

AMENDMENT #1 TO 24-111R- ACTUARIAL SERVICES FOR BRAZOS COUNTY

THIS AMENDMENT TO 24-111R also known as 23-120R, Actuarial Services for Brazos County ("Amendment") is entered into and effective this 17th day of June, 2025 ("Effective Date") through June 30, 2027 ("Expiration Date") by and between Brazos County ("Customer"), and Gabriel, Roeder, Smith & Company ("Provider") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain original contract # 23-120R ("Agreement") for purposes Gabriel, Roeder, Smith & Company to provide actuarial services for Brazos County; and

WHEREAS, the Parties desire to amend the term as set forth in original contract # 24-111R.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. Extending the current contract 24-111R through June 30, 2027. This is 2 of 2 renewals of the optional renewals.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRXZOS COUNTY Signature ANDA J. WATSON Name JUDGE PROTEM Title 24/2025 Date

GABRIEL, ROEDE	R, SMITH & CO.
1 0-	1-110
dan't V_	with -
Signatura	

Daniel J. White

Name Vice President

Title June 4, 2025

Date

AMENDMENT #7

to

Agreement # 2017-02 Other Post-Employment Benefits Consulting

This AMENDMENT ("Amendment") to the Services Agreement #2017-02 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Gabriel, Roeder, Smith & Company 5605 N. MacArthur Blvd., Suite 870 Irving, TX 75038 Attn: Blake Orth (469) 524-1343 blake.orth@grsconsulting.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on June 13, 2017; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- extend the Original Contract through June 30, 2027. This is 2 of 2 of the optional renewals.
- Payment Clause. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- The Parties agree to revise Attachment B, by executing an adjustment of fees pursuant to Subsection D, Pricing Assumptions. Fees will be increased by 2.7% in 2025 and 2.5% in 2026.

Year	Fee Increase
2025	2.7%
2026	2.5%

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Gabriel, Roeder, Smith & Co.

North Central Texas Council of Governments

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274. Subtitle F. Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
 - 1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - 11. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - 111. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - Ι. contracts with a sole-source provider; or
 - the government entity does not receive bids from companies who can provide written Ш. verification

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:	A f t left	
NAME OF AUTHORIZED PERSON:	Daviel T White	
NAME OF COMPANY:	Gabriel, Roeler, Smith	# Company
DATE:	02/18/2025	
an a	-OR-	

□ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Sand J lighte
Daniel J White
Gabriel, Rocken Smith & Co.
02/18/2025

-OR-

□ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

ATTACHMENTI

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR **EOUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations. Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
 - C) Telecommunications or video surveillance services used by such entities or using such equipment.
 - D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR \$200.216 and \$200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and \$200.471, or applicable regulations in Public Law 115-232 Section 889.

Sail I Welte
Daviel J White
Gabriel, Roeder, Swith & Company
02/18/2025

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

SIGNATUR.

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

I J White 2/18/25 Date Signature

J Printed Name

anich J White inted Name <u>Vice</u> President Title

Signed by: Mike Eastland 2/20/2025 A4E72C1BEF0F426

Signature

Date

R. Michael Eastland **Executive Director**



DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETIN	NG:	6/24/2025	
ITEM:		Approval of Change Order #1 to CIP 24-618 with Brazos Paving to deduct \$274,177.65 fro unused contingency. The new contract total v	
TO:		Commissioners Court	
FROM:		Presley Nelson	
DATE:		06/12/2025	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
NOTES/EXCEPTIONS:			Harpers Ferry and Cricket Pass. If the change ent to the vendor. This deductive change order ngency, resulting in a savings to the County.
ATTACHMENTS:			
<u>File Name</u>	<u>I</u>	<u>Description</u>	<u>Type</u>
Partly_Executed_Change_Or	der_#1.pdf (Change Order #1	Backup Material
Fully Executed Contract - E	<u>BPI.pdf</u> (Driginal Contract	Backup Material

Backup Material

Backup Info

Fully Executed Contract - BPI.pdf Change_Order_#1_Backup.pdf

	CH.	ANGE ORDER #1	
Date of Issua	ance: 6/2/2025		· · · · · · · · · · · · · · · · · · ·
Owner:	Brazos County Road & Bridge	Owner's Contract No .:	CIP: 24-618
Contractor:	Brazos Paving, Inc.	Engineer's Project No .:	819019
Project:	Harpers Ferry & Cricket Pass Reconstruction	- ,	
The Contract Description: I	is modified as follows upon execution of this Cha Deductions for items not used.	ange Order.	
· .	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT ITEMS FOR CRICKET PASS	HARPERS FERY &
Original Cont \$2,148,499,5		Original Contract Times: 180 Days Substantial Completion: <u>April 5, 2025</u> Ready for Final Payment: <u>May 5, 2025</u>	
Change from \$0.00	previously approved Change Order : N/A:	Change from previously approved Chang Substantial Completion: <u>April 5, 2025</u> Ready for Final Payment: <u>May 5, 2025</u>	e Orders <u>: 0 days</u>
Contract Price \$2,148,499,56	e prior to this Change Order: 5	Contract Times prior to this Change Orde Substantial Completion: <u>May 2, 2025</u> Ready for Final Payment: <u>June 1, 2025</u>	r: <u>27 days</u>
Decrease of t	his Change Order:	Change of this Change Order: <u>-14 days</u> Substantial Completion: <u>April 18, 2025</u> Ready for Final Payment: <u>May 18, 2025</u>	
Contractor Price Incorporating this Change Order: \$1.874,321.90		Contract Times with all approved Change Substantial Completion: <u>April 18, 2025</u> Ready for Final Payment: <u>May 18, 2025</u>	Orders:
APPROVED: By:	And Water Owner (Authorized Signature) 0: Judge Pro Tem 10/24/25	ACCEPTED: By:Contractor Authorized Signa Title:V.P. Date:6-2-25	iturə)
RECOMMEND By:	DED: Man J. Kat	Date: 6/2/2025	

Title: <u>CIVIL ENGINEER</u>

AGREEMENT FOR HARPERS FERRY ROAD & CRICKET PASS RECONSTRUCTION

RFP # CIP 24-618

BRAZOS COUNTY, TEXAS

Agreement for Construction - Harpers Ferry Road & Cricket Pass Reconstruction RFP CIP 24-618

TABLE OF ARTICLES

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

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the BLUE RIDGE RETAINING WALL, Brazos County, Texas, in the amount of **TWO MILLION**, **ONE HUNDRED AND FORTY EIGHT THOUSAND**, **FOUR HUNDRED AND NINETY NINE DOLLARS AND FIFTY FIVE CENTS** (\$2,148,499.55) is entered into this <u>day of August 2024</u> by and between **BRAZOS COUNTY**, **TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **BRAZOS PAVING, INC.** (hereinafter referred to as "Contractor"). The HARPERS FERRY ROAD & CRICKET PASS RECONSTRUCTION is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GLS** and is hereinafter referred to as "Engineer."

ARTICLE 1 GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 24-618** 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 Subsubcontractor, 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 **HARPERS FERRY ROAD & CRICKET PASS RECONSTRUCTION** 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 reconstructing the roads on

HARPERS FERRY ROAD AND CRICKET PASS.

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

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

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

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

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

a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (I) 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, Subsubcontractor 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, 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, 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's consultants.

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

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

ARTICLE 2 OWNER

2.1 DEFINITION

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

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4.3 The Owner reserves the right to:

- .1 observe the work, at any time, whenever it is in preparation or progress;
- .2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3 make changes to the work.
- **2.4.4** The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):
 - .1 Partial Substantial Completion;
 - .2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

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

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

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

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

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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.

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

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

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

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

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

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

3.5 WARRANTY

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

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

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

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

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

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

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

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

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

3.6 TAXES

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

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

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

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

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

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

3.8.3 Contingency Allowance is established as <u>\$150,000.00</u> and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13 USE OF SITE

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

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

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

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP

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

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

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

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 180: Contractor attains Substantial Completion
 Day 210: Contractor attains Final Completion

4.1 ENGINEER

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

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

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

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

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 CLAIMS AND DISPUTES

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

4.3.1.1 Claims must contain following:

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

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

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

giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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

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

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

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

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

4.3.8 Claims for Additional Time

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

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

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining

if Contractor is entitled to additional time.

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

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

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

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

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

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

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

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

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

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Engineer:

Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Engineer with no decision having been rendered by the Engineer. The

Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

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

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

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

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

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

5.3 SUBCONTRACTUAL RELATIONS.

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

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

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

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Engineer, except for provisions in paragraph 5.4.

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5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction 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:

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

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

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

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

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

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

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

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve <u>substantial completion</u> of the Work not later than one hundred and eighty (180) 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, <u>receipt of performance and payment bonds</u> and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

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

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

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

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

time a task can be delayed without delaying another task.

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

8.2 PROGRESS AND COMPLETION

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

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

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

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

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

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

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

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **TWO MILLION, ONE HUNDRED AND FORTY EIGHT THOUSAND, FOUR HUNDRED AND NINETY NINE DOLLARS AND FIFTY FIVE CENTS** (\$2,148,499.55) 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 for such materials and equipment

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 further constitute a representation that the Contractor is evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

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

9.11 LIQUIDATED DAMAGES

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a 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. 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 by legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

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

- 1. Workers' Compensation:
 - (a) State: **Texas** Statutory
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
 - Statutory: Not Applicable
 - (c) Maritime: Not Applicable
 - (d) Employer's Liability: \$ 500,000 each accident
 - \$ 500,000 disease, policy limit
 - \$ 500,000 disease, each employee
 - (e) Benefits required by union labor contracts: As Applicable
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
- 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: \$1,000,000 each occurrence
 - **\$ 1,000,000** aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
 - \$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of <u>five (5)</u> year(s) after final payment:
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
- 3. Contractual Liability:
 - (a) Bodily Injury: \$1,000,000 each occurrence
 - (b) Property Damage: \$ 1,000,000 each occurrence

\$ 2,000,000 aggregate

- 4. Personal Injury with Employment Exclusion deleted: \$ 1,000,000 aggregate
- 5. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.
 - (b) Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.
 - (c) Medical Expense Limit shall be not less than \$ 10,000 on any one person.
 - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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

- 7. Business Auto Liability (including owned, non-owned and hired vehicles):
 - Bodily Injury: \$ 500,000 each person
 - **\$ 1,000,000** each accident
 - (b) Property Damage: **\$ 500,000** each occurrence
 - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
- *Note:* The State of **Texas** has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

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

11.2 OWNER'S LIABILITY INSURANCE:

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

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

.1 Bodily Injury:

(a)

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

11.3 PROPERTY INSURANCE

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

subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

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

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

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

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

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

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

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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 amount will be paid by the Contractor to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

13.2 SUCCESSORS AND ASSIGNS

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

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

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written

consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

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

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

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

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer

and Project inspector (if any).

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

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

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

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

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

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

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex,

physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

.1 take possession of the site and of all materials, equipment, tools, construction

equipment and machinery thereon owned by the Contractor;

- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 ACCESS TO THE WORK

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

ARTICLE 16 STANDARDS

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any

amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

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

ARTICLE 17 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

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

ARTICLE 18 PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

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

ARTICLE 19 AUTHORITY TO CONTRACT

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

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

OWNER:

BRAZOS COUNTY, TEXAS 8/6/24 Date:

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

CONTRACTOR: Brazos Paving, Inc. Date:

131/20ev

Brazos Paving, Inc

ATTACHMENT "A" HARPERS FERRY ROAD & CRICKET PASS RECONSTRUCTION REQUEST FOR PROPOSAL CIP 24-618



REQUEST FOR PROPOSALS RFP NO. CIP 24-618 Harpers Ferry Road & Cricket Pass Reconstruction

SEALED PROPOSALS TO BE SUBMITTED BEFORE: Thursday, May 16, 2024, 2:00pm CST

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

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

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

Company Name: BY ALOS PANING, J	- Μ(·
By (Print): BILLY PYEWITH	Title: Schior V.P.
Physical Address: 1001 State HWY	LI West, Bryan, TX 71807
Mailing Address: PO BOX 114, BYVAN	
Telephone: <u>919-822-7615</u> Fax: <u>n</u>	E-Mail: D. pr(witt pptX.com

Harpers Ferry Road and Cricket Pass Reconstruction Pavement, Earthwork and Storm						
· · · · · ·	GE Job #: 21-0511-01/GLS Job # 619019				4	
	General Items				3	
	Harpers Ferry					
Item #	Item	Quantity	Units	Unit Cost	Total	
100	Mobilization, Bonds, and Insurance	1	LS	\$ 144,000.00	\$ 144,000.00	
101	Traffic Control, including related items and appurtenances, complete in place	1	LS	\$ 117,730.00	\$ 117,730.00	
102	Erosion Control (SWPPP), including related items and appurtenances, complete in place	1	LS	\$ 26,800.00	\$ 26,800.00	
103	Silt Fence, including related items and appurtenances, complete in place	9,670	LF	\$ 5.50	\$ 53,185.00	
104	Hydroseed all Disturbed Areas (Erosion Control), including related items and appurtenances, complete in place	1	LS	\$ 28,585.00	\$ 28,585.00	
105	Temporary Mailboxes, including related items and appurtenances, complete in place	20	EA	\$ 185.00	\$ 3,700.00	
106	Mailbox Replacement, including related items and appurtenances, complete in place	20	EA	\$ 420.00	\$ 8,400.00	
107	Signage, Complete in Place, including related items and appurtenances, complete in place	1	LS	\$ 16,725.00	\$ 16,725.00	
108	Stop Bars, including related items and appurtenances, complete in place	10	ĘA	\$ 168.00	\$ 1,680.00	
109	Traffic guardrail w/ reflectors, including related items and appurtenances, complete in place	278	LF	\$ 32.20	\$ 8,951.60	
110	Concrete Mow Strip, including related items and appurtenances, complete in place	324	SY	\$ 66.10	\$ 21,416.40	
111	Softstop end terminal, including related items and appurtenances, complete in place	4	EA	\$ 3,220.00	\$ 12,880.00	
112	Short Radius Guardrail, MBGF (SR)-19, including related items and appurtenances, complete in place	205	LF	\$ 39.65	\$ 8,128.25	
113	Driveway Terminal Anchor per MBGF (SR)-19, including related items and appurtenances, complete in place	8	EA	\$ 1,550.00	\$ 12,400.00	
114	Bridge rail w/ reflectors, including related items and appurtenances, complete in place	60	LF	\$ 117.70	\$ 7,062.00	
	Sub Total - General Items (Harpers Ferry)			•	\$ 471,643.25	

Exhibit B - Bid Form

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	Exhibit B - I				
	Harpers Ferry Road and Crie Pavement, Earthv			ion	
	Pavement, Earthy	vork and Sto	T 11		
	GE Job #: 21-0511-01/GLS Job # 619019		· · · ·		• • • • • • • • • • • • • • • • • • • •
	Cricket Pass				
115	Mobilization, Bonds, and Insurance	1	LS	\$ 27,360.00	\$ 27,360.00
116	Traffic Control, including related items and appurtenances, complete in place	1	LS	\$ 36,950.00	\$ 36,950.00
117	Erosion Control (SWPPP), including related items and appurtenances, complete in place	1	LS	\$ 1,382.00	\$ 1,382.00
118	Silt Fence, including related items and appurtenances, complete in place	2,413	LF	\$ 5.10	\$ 12,306.30
119	Hydroseed all Disturbed Areas (Erosion Control), including related items and appurtenances, complete in place	1	ĹS	\$ 8,965.00	\$ 8,965.00
120	Temporary Mailboxes, including related items and appurtenances, complete in place	8	EA	\$ 185.00	\$ 1,480.00
121	Mailbox Replacement, including related items and appurtenances, complete in place	8	EA	\$ 420.00	\$ 3,360.00
122	Signage, including related items and appurtenances, complete in place	1	LS	\$ 4,260.00	\$ 4,260.00
123	Stop Bars, including related items and appurtenances, complete in place	1	EA	\$ 168.00	\$ 168.00
124	Traffic guardrail w/ reflectors, including related items and appurtenances, complete in place	463	LF	\$ 32.20	\$ 14,908.60
125	Concrete Mow Strip, including related items and appurtenances, complete in place	299	SY	\$ 66.10	\$ 19,763.90
126	Softstop end terminal, including related items and appurtenances, complete in place	6	EA	\$ 3,220.00	\$ 19,320.00
	Sub Total - General Items (Cricket Pass)	/			\$ 150,223.80
	Sub Total - General Items				\$ 621,867.05

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	Exhibit B - I Harpers Ferry Road and Crio Pavement, Earthw	cket Pass Re		on	
· (GE Job #: 21-0511-01/GLS Job # 619019		•		•
	Demolition				
· · ·	Harpers Ferry				
Item #	Item	Quantity	Units	Unit Cost	Total
200	Remove Existing 18" or Smaller Driveway Culverts Includes Headwalls, S.E.T.s, Retaining Walls, Rock and Flumes, including related items and appurtenances, complete in place	438	LF	\$ 18.10	\$ 7,927.80
201	Remove Existing Driveway Culverts bigger than 18" Includes Headwalls, S.E.T.s, Retaining Walls, Rock and Flumes, including related items and appurtenances, complete in place	298	LF	\$ 29.80	\$ 8,880.40
202	Remove Existing Crossing Culverts 48" or smaller, including related items and appurtenances, complete in place	159	LF	\$ 32.00	\$ 5,088.00
203	Demolition of Chip Seal/HMAC Pavement and Base Material (Haul off), including related items and appurtenances, complete in place	11,755	SY	\$ 4.25	\$ 49,958.75
204	Demolition of Existing Driveways (Including Concrete) and Base Material (Haul Off), including related items and appurtenances, complete in place	1,371	SY	\$ 9.35	\$ 12,818.85
205	Remove Existing Rock Rip Rap for Re-use, including related items and appurtenances, complete in place	50	SY	\$ 45.70	\$ 2,285.00
206	Remove Flume in ROW, including related items and appurtenances, complete in place	8	SY	\$ 72.85	\$ 582.80
207	Clearing and Grubbing of ROW Includes the removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$ 8,530.00	\$ 8,530.00
208	Demo & Remove Off-Site Existing Mailboxes, including related items and appurtenances, complete in place	5	EA	\$ 335.00	\$ 1,675.00
209	Remove Existing Signage, including related items and appurtenances, complete in place	20	EA	\$ 90.00	\$ 1,800.00
	Remove Existing Guardrail, Return to Brazos County, including related items and appurtenances, complete in place	100	LF	\$ 29.00	\$ 2,900.00
211	Remove Existing Bridge Rail, including related items and appurtenances, complete in place	60	LF	\$ 48.00	\$ 2,880.00
	Sub Total - Demolition (Harpers Ferry)			•	\$ 105,326.60

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Exhibit B - Bid Form Harpers Ferry Road and Cricket Pass Reconstruction Pavement, Earthwork and Storm					
· · · · · · · · · · · · · · · · · · ·	GE Job #: 21-0511-01/GLS Job # 619019		. :		
	Cricket Pass				
212	Remove Existing 18" or Smaller Driveway Culverts Includes Headwalls, S.E.T.s, Retaining Walls, Rock and Flumes, including related items and appurtenances,	119	LF	\$ 18.30	\$ 2,177.70
	complete in place		· ·		
213	Remove Existing Crossing Culverts 48" or smaller, including related items and appurtenances, complete in place	61 ·	LF	\$ 22.15	\$ 1,351.15
214	Remove Existing Crossing Culverts larger than 48", including related items and appurtenances, complete in place	182	LF	\$ 38.00	\$ 6,916.00
215	Demolition of Chip Seal/HMAC Pavement and Base Material (Haul off), including related items and appurtenances, complete in place	2,400	SY	\$ 4.30	\$ 10,320.00
216	Demolition of Existing Driveways (Including Concrete) and Base Material (Haul Off), including related items and appurtenances, complete in place	269	SY	\$ 9.35	\$ 2,515.15
217	Remove and Stockpile Existing Rock Rip Rap for Re-use, including related items and appurtenances, complete in place	50	SY	\$ 48.00	\$ 2,400.00
218	Clearing and Grubbing of ROW Includes the removal of any trees in the ROW and trimming of limbs Trimming to be performed with proper equipment.	1	LS	\$ 6,100.00	\$ 6,100.00
	No earthwork equipment to be used for trimming trees, including related items and appurtenances, complete in place				
219	Remove Existing Signage, including related items and appurtenances, complete in place	3	EA	\$ 105.00	\$ 315.00
•.	Sub Total - Demolition (Cricket Pass)	•		•	\$ 32,095.00
	Sub Total - Demolition				\$ 137,421.60

Exhibit B - Bid Form Harpers Ferry Road and Cricket Pass Reconstruction Pavement, Earthwork and Storm					
•	GE Job #: 21-0511-01/GLS Job # 619019				·
·	Storm and Drainage				
	Harpers Ferry				
Item #	Item	Quantity	Units	Unit Cost	Total
300	15" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	504	LF	\$ 86.00	\$ 43,344.00
301	18" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	504	LF	\$ 94.25	\$ 47,502.00
302	24" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	272	LF	\$ 124.75	\$ 33,932.00
303	30" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	48	LF	\$ 156.75	\$ 7,524.00
304	36" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	270	LF	\$ 222.40	\$ 60,048.00
305	15" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	26	EA	\$ 1180.00	\$ 30,680.00
306	18" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	28	EA	\$ 1350.00	\$ 37,800.00
307	24" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	10	EA	\$ 1520.00	\$ 15,200.00
308	30" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	2	EA	\$ 2390.00	\$ 4,780.00
309	36" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	2	EA	\$ 4725.00	\$ 9,450.00
310	Headwall and Wingwall for Culvert Outfall w/ Structural Backfill, including related items and appurtenances, complete in place	1	ËA	\$ 14625.00	\$ 14,625.00
311	30° Concrete Headwall with parallel wings for 1 – 24" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	1	EA	\$ 9720.00	\$ 9,720.00
312	0° Concrete Headwall with flared wings for 1 – 36" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	1	EA	\$ 11175.00	\$ 11,175.00
313	0° Concrete Headwall with flared wings for 2 – 36" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	1	EA	\$ 12820.00	\$ 12,820.00
314	Culvert Markers, including related items and appurtenances, complete in place	8	ĒA	\$ 105.00	\$ 840.00
315	4" Thick Concrete Slope Paving w/ 6" cement stabilized sand, including related items and appurtenances, complete in place	715	ŜY	\$ 64.00	\$ 45,760.00
316	2.0' Wide x 4" Thick Concrete Pilot Flumes, including related items and appurtenances, complete in place	50	SY	\$ 141.75	\$ 7,087.50
317	Type R Rock Rip Rap, 200-250lb, Hand Placed, Non- Grouted (18" Embedment) for Crossing Culverts, including related items and appurtenances, complete in place	161	SY	\$ 95.25	\$ 15,335.25
	Sub Total - Storm and Drainage (Harpers Ferry)				\$ 407,622.75

Exhibit B - Bid Form Harpers Ferry Road and Cricket Pass Reconstruction Pavement, Earthwork and Storm					
•	GE Job #: 21-0511-01/GLS Job # 619019	<u> </u>	• .		· · ·
	Cricket Pass				
318	18" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	160	ĹF	\$ 98.00	\$ 15,680.00
319	24" RCP Type IV (Structural Backfill), including related items and appurtenances, complete in place	60	LF	\$ 128.45	\$ 7,707.00
320	60" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	49	LF	\$ 575.00	\$ 28,175.00
321	9'x5' RCB (Structural Backfill), including related items and appurtenances, complete in place	33	LF	\$ 2,705.00	\$ 89,265.00
322	15" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	10	EA	\$ 1,180.00	\$ 11,800.00
323	24" 4:1 SETs (PSET-SP), including related items and appurtenances, complete in place	2	EA	\$ 1,520.00	\$ 3,040.00
324	45° Concrete Headwall for 1 – 60" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	2	EA	\$ 10,500.00	\$ 21,000.00
325	90° Concrete Headwall for 1 – 9'x5' RCB Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	2	EA	\$ 14,500.00	\$ 29,000.00
326	Culvert Markers, including related items and appurtenances, complete in place	6	ĒA	\$ 105.00	\$ 630.00
327	Type R Rock Rip Rap, 200-250lb, Hand Placed, Non- Grouted (18" Embedment) for Crossing Culverts, including related items and appurtenances, complete in place	429	SY	\$ 95.25	\$ 40,862.25
	Sub Total - Storm and Drainage (Cricket Pass)				\$ 247,159.25
	Sub Total - Storm and Drainage				\$ 654,782.00

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	Exhibit B - Harpers Ferry Road and Criv Pavement, Earthv	cket Pass Re		on	
·.	GE Job #: 21-0511-01/GLS Job # 619019				
	Pavement and Earth Work	_			
	Harpers Ferry				
Item #		Quantity	Units	Unit Cost	Total
400	Earthwork - Cut to Fill, Design Grades, including related items and appurtenances, complete in place	800	CY	\$ 13.85	\$ 11,080.00
401	Earthwork - Cut to Haul off, including related items and appurtenances, complete in place	2,100	ĊŸ	\$ 22.85	\$ 47,985.00
402	Earthwork - General Fill to Design Grades, including related items and appurtenances, complete in place	300	CY	\$ 28.30	\$ 8,490.00
403	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (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	300	CY	\$ 40.15	\$ 12,045.00
404	Earthwork - Remove and Replace Unsuitable Soils and Material with General Fill Including Compaction (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	300	CY	\$ 38.65	\$ 11,595.00
405	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	300	CY	\$ 89.15	\$ 26,745.00
406	6" Lime-Cement Mix Stabilization of Subgrade w/ Compaction (Does Not Include Cost of Lime-Cement), including related items and appurtenances, complete in place	14,633	SY	\$ 4.60	\$ 67,311.80
407	Lime-Cement Slurry for Stabilization of Subgrade w/ Compaction (Assume 4% by weight) including related items and appurtenances, complete in place	159	TON	\$ 350.65	\$ 55,753.35
408	6" - Type B Black Base, including taper, related items and appurtenances, complete in place	13,643	SY	\$ 41.75	\$ 569,595.25
409	2" - Type C HMAC, including taper, related items and appurtenances, complete in place	12,157	SY	\$ 14.75	\$ 179,315.75
410	4" - Type B Black Base for Driveways and Mailbox Turnouts, including related items and appurtenances, complete in place	1,658	SY	\$ 32.70	\$ 54,216.60
411	2" - Type C HMAC Driveway and Mailbox Turnouts, including related items and appurtenances, complete in place	1,658	SY	\$ 16.50	\$ 27,357.00
412	8" - Reinforced Concrete Pavement, including related items and appurtenances, complete in place	507	SY	\$ 97.85	\$ 49,609.95
413	15" Cement Treated Base for Concrete Bridge Approach, including related items and appurtenances, complete in place	563	SY	\$ 123.50	\$ 69,530.50
	Sub Total - Pavement & Earthwork (Harpers Ferry)			1	\$1,190,630.20

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Exhibit B - Bid Form Harpers Ferry Road and Cricket Pass Reconstruction Pavement, Earthwork and Storm					
· ·	GE Job #: 21-0511-01/GLS Job # 619019				
	Cricket Pass			-	
414	Earthwork - Cut to Fill, Design Grades, including related items and appurtenances, complete in place	500	CY	\$ 13.85	\$ 6,925.00
415	Earthwork - Cut to Haul to Design Grades, including related items and appurtenances, complete in place	100	CY	\$ 34.75	\$ 3,475.00
416	Earthwork - General Fill to Design Grades, including related items and appurtenances, complete in place	100	CY	\$ 29.65	\$ 2,965.00
417	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (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	50	CY	\$ 43.40	\$ 2,170.00
418	Select Fill (Material Only) Includes all related items and appurtenances, complete in place	50	CY	\$ 27.50	\$ 1,375.00
419	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	50	CY	\$ 89.20	\$ 4,460.00
420	Cement Stabilized Sand (Material Only). Includes all related items and appurtenances, complete in place	50	CY	\$ 73.60	\$ 3,680.00
421	6" Cement Stabilization of Subgrade w/ Compaction (Does Not Include Cost of Cement) Includes all related items and appurtenances, complete in place	3,140	SY	\$ 4.60	\$ 14,444.00
422	Cement Slurry for Stabilization of Subgrade w/ Compaction (Assume 6% by weight) Includes all related items and appurtenances, complete in place	51	TON	\$ 350.65	\$ 17,883.15
423	6" - Type B Black Base, including taper, related items and appurtenances, complete in place	2,910	SY	\$ 42.15	\$ 122,656.50
424	2" - Type C HMAC, including taper, related items and appurtenances, complete in place	2,586	SY	\$ 16.00	\$ 41,376.00
425	4" - Crushed Limestone Base for Driveways, including related items and appurtenances, complete in place	331	SY	\$ 36.70	\$ 12,147.70
426	2" Type C HMAC Driveways, including related items and appurtenances, complete in place	331	SY	\$ 18.80	\$ 6,222.80
	Sub Total - Pavement & Earthwork (Cricket Pass)		L	.	\$ 239,780.15
	Sub Total - Pavement and Earth Work				\$ 1,430,410.35

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	Exhibit B - Harpers Ferry Road and Criu Pavement, Earthv	cket Pass Re		on		
G	SE Job #: 21-0511-01/GLS Job # 619019					
	Construction Cost	<u> </u>	·	×	\$ 2,844,481.00	
	Construction Cost		. <u> </u>		\$ 150,000.00	
	Contingency Anowance Calendar Days to Complete				225	day
	Total Construction Cost				\$2,994,481.00	
	Alternate 1 - Concrete Driveways (Harpers Ferry)					
Item #	Item	Quantity	Units	Unit Cost	Total	
427	6" Concrete Driveways and Mailbox Turnouts, Complete in Place. Reduce Items 410 and 411 by 96 SY	1,562	SY	\$ 87.30	\$ 136,362.60	
428	Items 410 and 411 Deduction	1,562	SY	-\$ 49.20	-\$ 76,850.40	
	Sub Total - Alternate 1 (Harpers Ferry)	·			\$ 59,512.20	
	Alternate 2 - Concrete Driveways (Cricket Pass)				•	
Item #		Quantity	Units	Unit Cost	Total	_
429	6" Concrete Driveways, Complete in Place.	331	SY	\$ 94.66	\$ 31,332.46	
	Items 425 and 426 Deduction	331	SY	-\$ 55.50	-\$ 18,370.50	
-100	Sub Total - Alternate 2 (Cricket Pass)	<u> </u>			\$ 12,961.96	
·	Construction Cost (w/ Alternate 1 and Alternate 2)				\$ 2,916,955.16	1
	Contingency				\$ 150,000.00	
	Calendar Days to Complete				225	day
	Total Construction Cost	• •			\$ 3,066,955.16	\$
1 - 4 - 1 All	earthwork quantities shown exclude existing/proposed paven	nent. Haul off o	of existina I	pavement paid sep	arately. Earthwork	

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- 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
 - g. Exhibit G: Utility Maps
 - h. Exhibit H: GeoTech Reports
- 6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.
- 7. The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposer.

a.Completed and signed RFP including:

- i. References (Section T)
- ii. Certification of Proposal (Section X)
- **b.Bid Bonds**

:

c. Exhibit B – Pricing Form

R. PRICING

Complete Exhibit B attached and submitted with the proposal.

S. <u>REFERENCES</u>

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	TXDOT	
Contact:	James Kreamer	
Phone:	979-778-2165	
Email:	JAMES. Kreamer@txdot.gov	
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Company/Entity:	Texas A&M University
Contact:	Mike Olsen
Phone:	_
	Mikael. Olsen@sscserv.com
·	
Company/Entity:	City of Bryan
Contact:	Stacy Liner
Phone:	979-209-5090
Email:	Sliver@bryANtx.gov
	d
Company/Entity:	TXDOT
Contact:	James Robbins
Phone:	979-778-2165
Email:	JAMES. Robbins@txdot.gov
Company/Entity:	City of Caldwell
Contact:	Thomas Trnka
Phone:	979-599-4639
Email:	ttrnka@ caldwell tx.gov

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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: Brazos Paving, Inc.
Address: 1401 State HNY 21 West, Bryan, DX 77807
Proposer's Name: Billy Prewitt
Position/Title: Schior V P.
Proposer's Signature:
Date: 5/16/2024
Subscribed and sworn to me on this 16th day of May in the year 2024
Contract Land
Notary Public ID #128944838 My Commission Expires
My Commission expires 45 2028 April 05, 2028

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.				No	· ·	No.	
Date	5	13	2024	Date		Date	
					9999 99999 - 2019 - 99999 - 9999 - 9999 - 9999 - 999 - 99 - 9	***********************	18 Page

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: BUSE Title: SUNIOV V.P.
Typed Name: Billy Prewitt
Company Name: Brazos Paving, Inc.
Mailing Address: 10 BOX 114 BY Ah TX 17006 P.O. Box or Street City State Zip
Employer Identification Number: <u>142242615</u>
CORPORATE SEAL IF SUBMITTED BY A CORPORATION END OF RFP NO. CIP 24-618
By signing below, Brazos County agrees that this RFP CIP 24-618 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
By: Brazos County Commissioner's Court



Brazos County Purchasing Department

 200 S. TX. AVE., STE 352
 BRYAN, TX 77803

 PHONE (979) 361-4292
 FAX (979) 361-4293

Addendum #1 to CIP# 24-618 Harpers Ferry Road & Cricket Pass Reconstruction

Issued:	May 13, 2024
Change:	Adding lengths of headwalls on Harpers Ferry and bid form in Xcel format
Reason:	Clarification on the headwalls and request for bid form in Xcel

Exhibit I and J will be uploaded under Attachments.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgment of Addendur Signature: **Printed Name:**

2024

HARPERS FERRY AND CRICKET PASS RECONSTRUCTION

Brazos Paving, Inc. Proposal

Past Performance on Similar Projects of Size and Scope:

- TXDOT FM 845
 - We removed 29,333 SY of stabilized base and asphalt pavement which was 7"-12" deep, then placed 8,122 tons of asphalt.
 - Earthwork included 448 tons of cement used to treat 29,736 SY of existing material and 12,056 SY of new material.
 - Storm included box culverts ranging from 4'x2' to 8'x8', 18"-36" RCP totaling a length of 669 LF. We additionally installed SET and wing walls for the culverts.
 - The owner for this job was TXDOT. It was completed on-time in August 2023.
 - The total contract amount for this job was \$3,982,426.
- PA 47/51 Phase 2
 - The total contract amount for this job was \$988,279.
 - We milled and replaced 25,700 SY of 2" HMAC and mixed 3% of cement into 6" of existing material.
 - We performed all of the traffic control for this job.
 - The owner for this job is Texas A&M University. It was complete on-time August 2023.
- City of Bryan 2021 Street Maintenance
 - This job included 170,000 SY of planning and milling asphalt and wedge. We placed 1000 SY of 4" type b HMAC, 129,094 SY of 1.5" type D HMAC, and 5462 SY of 2" type D HMAC. Also, reconstructed several streets with this project.
 - The total contract amount for this job was \$2,278,673.
 - We removed and relayed 200 LF of 18" culvert and installed 10 18" SETs.
 - Preformed all of the traffic control throughout the job.
 - The owner for this job is the City of Bryan. It was completed on-time in July 2022.
- TXDOT FM 2818 Overlay
 - The total contract amount for this job is \$1,660,054.
 - We removed 90,971 SY of asphalt and placed 11,313 tons of SP mixes SP-C SAC-A PG70-22.
 - The owner for this job was TXDOT. It was completed on-time in July 2022.
- City of Caldwell Street Improvements
 - The total contract amount for this job was \$440,192.
 - We placed 1,325 tons of asphalt.
 - Earthwork included 6" cement stabilization of 9,834 SY existing base and asphalt.
 - The owner for this job was the City of Caldwell. It was completed on-time in January 2022.

Equipment To Be Used For Harpers Ferry Road and Cricket Pass Reconstruction

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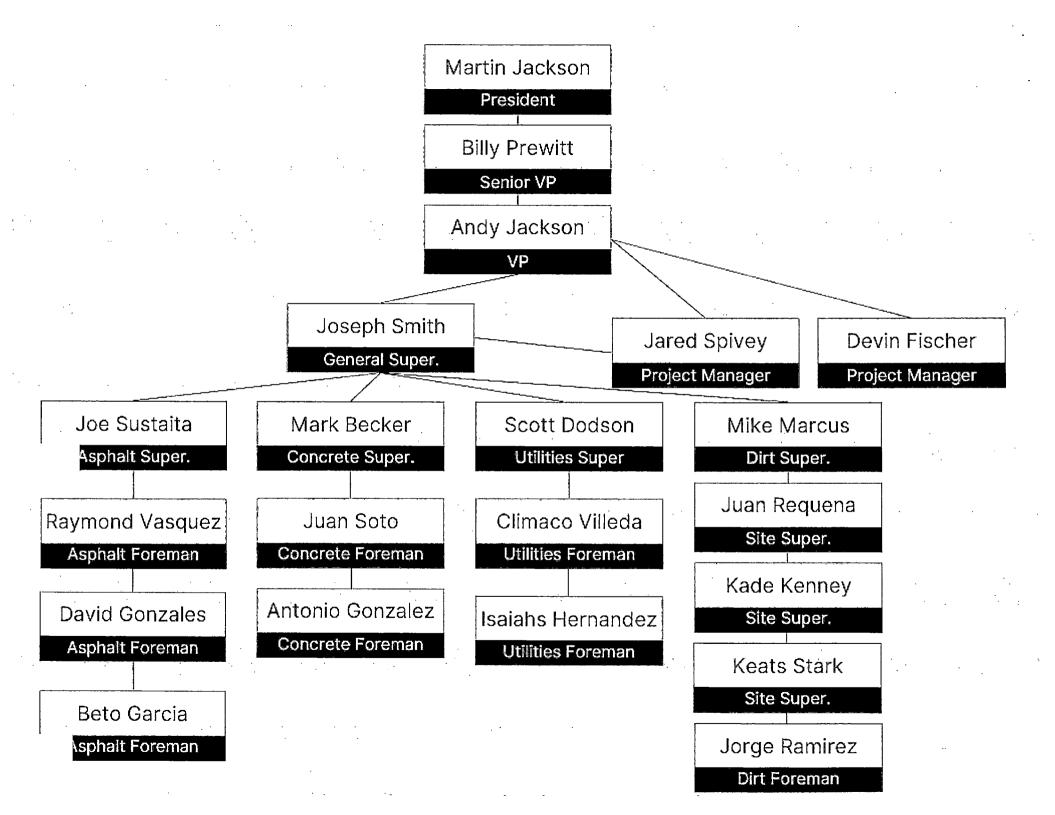
EQUIP TYPE	Equip #	Yr	Equip Descrip	Model
Asphalt Equip	ADT-1	2001	Freightliner	FRT TN
Asphalt Equip	AP-3	2020	2020 VOGELE SUPER 2000-3i TRACK PAVER	2000-3i
Asphalt Equip	AP-4	2022	2022 VOGELE S1700-3i TRACK PAVER	S1700-3i
Backhoe Loader	BH-80		CAT	420E
Backhoe Loader	BH-81		САТ	416E
Broom	B-35		LAY-MOR	
Broom	B-4		Laymor 8HC-8' Broom Sweeper	8HC
Broom	B-5		Laymor 6HC-8' Broom Sweeper	6HC
Compactor	C-12	2016	Dynapac	CA2500PD
Compactor	C-61	2007	Case SV208 Vibratory padfoot compactor	SV208
Compactor	C-68		Hamm 84" Pad Roller	H-10i
Crash Truck	CT-01	2009	2009 INTERNATIONAL 4300 CRASH TRUCK	4300
BREAKER HAMMER	BH-1	NA	MAKITA	NA
Excavator	EX-21		CAT	336DL
Excavator	EX-32	2018	KUBOTA CRAWLER EXCAVATOR	KX080-4SR3A
Excavator	EX-33	2016	CASE CX490D EXCAVATOR	CX490D

				· · · · · · · · · · · · · · · · · · ·
Excavator	EX-35	2018	2018 CAT Hydraulic Excavator	308E2CR
Excavator	EX-39	2015	CAT	323FL
Loaders	L-10		JOHN DEERE 644K LOADER	644K
Loaders	L-11		JOHN DEERE 644K LOADER	644k
Loaders	L-182	2012	JOHN DEERE	744K
Message Board	MB-2	2017	CMS-T331L MESSAGE BOARD	CMS-T331L
Message Board MB-3		2017	CMS-T331L MESSAGE BOARD	CMS-T331L
Milling Machine	MM-101	2020	Wirtgen Milling Machine	W200Fi
Motor Grader	MG-100	2014	САТ	140M3
Motor Grader	MG-114	2005	JOHN DEERE	772D
Motor Grader	MG-116		JOHN DEERE	JD770G
Pneumatic Roller	SPR-21	2021	HAMM 8 Wheel Roller	GRW 180i-20
Soil Stabilizer	SM-38	2003	CAT	RM250C
Soil Stabilizer	SM-39	2018	Wirtgen	WR200
Steel Wheel Roller	SW-131		НАММ	H 14VO
Steel Wheel Roller	SW-132	2021	HAMM OSCILLATION 78" ROLLER	HD 120i
Track Tractor	TT-22	2024	CAT D4 LGP CRAWLER DOZER	D4LGP
Track Tractor	TT-23	2024	CAT D4 LGP CRAWLER DOZER	D4LGP

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All Equipment is owned by Brazos Paving. We also have our own mechanics and back-up equipment to ensure that a job does not stop because of equipment breakdowns. Our mechanics keep equipment in top shape.



MARTIN JACKSON

President



YEARS OF EXPERIENCE: 32

President of BPI, oversees daily operations and all employees.

EDUCATION

Delmar College

Electrical & Math Associates, 1991

TEEX Fire Training School

Firefighter, FF-I & II, 1985

MAJOR PROJECTS

Legends Amenities

President Bryan, TX Owner: City of Bryan Final Cost: S3.2 million Description: Utility work, including water and storm sewer. Installed pedestrian bridge. 27,000SF of concrete sidewalk, 12" curb wall, head wall, retaining wall, and stabilized subgrade installed.

Texas Ave Medians (TXDOT)

President Bryan, TX Owner: TXDOT Final Cost: S5.3 million Description: Removal of concrete medians, sidewalks, and driveways. Install 5,000SY of landscape pavers, 13,000LF of curb, 6,000SY of median.

Intermediate #3

President Bryan, TX Owner: Bryan Independent School District Final Cost: S2.8 million Description: Installed 4,000LF of storm sewer and 1200LF of sanitary sewer. 42 inlets and boxes installed. 40,000CY of onsite cut & fill. All earthwork for the parking lot and sidewalk.

EXPERIENCE

PRESIDENT

Brazos Paving, Inc. | 2005 Oversees entire company.

GENERAL SUPERINTENDENT

Young Ready Mix | 1996-2005

CONTACT

Phone Number 979-412-5136

E-mail Address mjacksonebpitx.com

CERTIFICATIONS

CPR/First Aid Certified OSHA 10 American General Contractors

NUCA Evacuation Safety American Concrete Institute Lvl 1 Tech

BILLY PREWITT

Senior Vice President



YEARS OF EXPERIENCE: 29

Oversee all projects from the management side, including scheduling, estimating, operations, and identifying potential issues.

EDUCATION

Texas A&M University

B.S. in Construction Science, 2000

Lee College

General Studies, 1998

MAJOR PROJECTS

Coulter Dr. Rehabilitation

Project Manager Bryan, TX Owner: City of Bryan Final Cost: S4.8 million Description: 18 months of traffic control. Demo and removal of HMAC, 215,000SF of concrete, and storm lines. Installed 23,000SY of concrete paving, 8000LF of curb, and head walls. Removal and replacement of utilities.

Texas Ave Medians (TXDOT)

Project Manager/ Safety Manager Bryan, TX Owner: TXDOT Final Cost: S5.3 million Description: Removal of concrete medians, sidewalks, and driveways. Install 5,000SY of landscape pavers, 13,000LF of curb, 6,000SY of median.

Easterwood Airport Taxiway A Ph 3

Project Manager College Station, TX Owner: Easterwood Airport Final Cost: S7.5 million Description: Removal of 15,000SY of asphalt and concrete. Installation of 18", 30" and 36" RCP, type A base, 11,000TN of asphalt, inlets, and guardrail.

EXPERIENCE

SENIOR VP

Brazos Paving, Inc. | 2000

23 years at BPI, starting out as an estimator and working up to Senior V.P. Oversees the estimating department and office operations, as well as project management.

STUDENT WORKER

TAMU CoSci Dept | 1999-2000

LABORER

Angel Brothers | 1994-1998

CONTACT

Phone Number 979-412-5138

E-mail Address

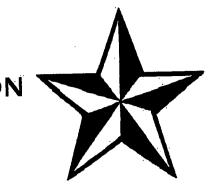
b.prewittebpitx.com

CERTIFICATIONS

CPR/First Aid Certified Underground Fire Suppression (RME)

ANDY JACKSON

Vice President



YEARS OF EXPERIENCE: 11

VP of BPI and operation manager, overseeing day-to-day field operations.

EDUCATION

Blinn College

General Studies, 2015

AMC High School

H.S. Diploma, 2008

MAJOR PROJECTS

Legends Amenities

Vice President Bryan, TX Owner: City of Bryan Final Cost: S3.2 million Description: Utility work, including water and storm sewer. Installed pedestrian bridge. 27,000SF of concrete sidewalk, 12" curb wall, head wall, retaining wall, and stabilized subgrade installed.

Texas Ave Medians (TXDOT)

Vice President Bryan, TX Owner: TXDOT Final Cost: S5.3 million Description: Removal of concrete medians, sidewalks, and driveways. Install 5,000SY of landscape pavers, 13,000LF of curb, 6,000SY of median.

Intermediate #3

Vice President Bryan, TX Owner: Bryan Independent School District Final Cost: S2.8 million Description: Installed 4,000LF of storm sewer and 1200LF of sanitary sewer. 42 inlets and boxes installed. 40,000CY of onsite cut & fill. All earthwork for the parking lot and sidewalk.

EXPERIENCE

VICE PRESIDENT

Brazos Paving, Inc. | **2010** Oversees field operations.

STUDENT SUPERVISOR

TAMU Golf Course | 2008-2010

CONTACT

Phone Number 979-412-3308

E-mail Address

a.jacksonebpitx.com

CERTIFICATIONS

CPR/First Aid Certified OSHA 10 Flagger Training NUCA Evacuation Safety TEEX Traffic Control

JUAN REQUENA

Site Superintendent

YEARS OF EXPERIENCE: 24

Oversees a job site and the crew. Orders materials and ensures that job goes smoothly.

EDUCATION

Caldwell High School

High School Diploma, 1994

MAJOR PROJECTS

Legends Amenities

Site Superintendent Bryan, TX Owner: City of Bryan Final Cost: S3.2 million Description: Utility work, including water and storm sewer. Installed pedestrian bridge. 27,000SF of concrete sidewalk, 12" curb wall, head wall, retaining wall, and stabilized subgrade installed.

Rellis Infrastructure Ph 3A

Concrete Superintendent Bryan, TX Owner: Rellis Final Cost: S1.6 million Description: 161,360SF of 8" concrete paving, 16,088SF of concrete flumes, 10,224LF of 6" monolithic curb, and installation of guardrails.

CURRENT PROJECTS

The Landing, College Station

EXPERIENCE

SITE SUPERINTENDENT

Brazos Paving, Inc. | 2012

FOREMAN

Texcon | 2000-2012

CONTACT

Phone Number 979-412-5136

E-mail Address mjackson@bpitx.com

CERTIFICATIONS

CPR/First Aid Certified OSHA 10 NUCA Evacuation Safety

JARED SPIVEY

Project Manager



YEARS OF EXPERIENCE: 3

Organize and manage several projects, communicating with owners and engineers. Ensures that jobs are on schedule.

EDUCATION

Texas A&M University

B.S. in Architecture with a Minor in Creative Studies and Leadership in Construction, 2023

MAJOR PROJECTS

PA 47/51 Ph. 1

Project Manager College Station, TX Owner: Texas A&M Final Cost: S1.4 million Description: Demo 25,000Sf of concrete, install 18" and 36" HDPE, install 19,000SF of 6" concrete, and install 22,000SF of sidewalk.

Midtown Park PH 8A

Project Manager Bryan, TX Owner: City of Bryan Final Cost: S8.0 million Description: RCP, rock rip-rap, 1,500LF of 8" PVC, water construction items, 1,500LF of 12" PVC sewer line and sanitary sewer items, 17,000SF of 7" concrete, earthwork, and median on Villa Maria.

Easterwood Airport Taxiway A Ph 3

Project Manager College Station, TX Owner: Easterwood Airport Final Cost: S6.9 million Description: Removal of 15,000SY of asphalt and concrete. Installation of 18", 30" and 36" RCP, type A base, 11,000TN of asphalt, inlets, and guardrail.

EXPERIENCE

PROJECT MANAGER

Brazos Paving, Inc. | 2021

Handles all the scheduling and communication for several jobs, including work for TXDOT, cities, and Texas A&M.

CONTACT

Phone Number 979-595-4781

E-mail Address

j.spivey@bpitx.com

CERTIFICATIONS

CPR/First Aid Certified

CINCINNATI CASUALTY COMPANY

CINCINNATI, OHIO

Bid Bond PUBLIC CONTRACTS

KNOW ALL MEN BY THESE PRESENTS, that we Brazos Paving, Inc., PO Box 714 Bryan, TX 77806

as Principal, hereinafter called the Principal, and THE CINCINNATI CASUALTY COMPANY, 6200 South Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound ^{unto} Brazos County Purchasing Department, 200 S. Texas Ave. Bryan, TX 77803

as Obligee, hereinafter called the Obligee, in the sum of

5% of Amount Bid.

Dollars (\$ 5% of Bid Amount), 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

Harpers Ferry Road and Cricket Pass Reconstruction RFP No. CIP 24-618

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a Contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 16th day of May, 2024.

Brazos Paving, Inc. (Principal) (Seal) (Title)

THE CINCINNATI CASUALTY COMPANY

li Meche

Attorney-in-Fact

(Seal)

SQ-2000 (8/08) PUBLIC

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin and/or James R. Jackson

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

STATE OF OHIO COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law Notary Public – State of Ohio My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this ^{16th} day of May



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

1 1 15 4

The Cincinnati Insurance Companies or 6200 South Gilmore Road Fairfield, Ohio 45014 - 5141

The Cincinnati Insurance Companies P.O. Box 145496 Cincinnati, Ohio 45250-5496

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

ID	Task Name		ļ		December	40/45 40/00	January	1/10 4/4	1/26	
1	Harpers Ferry Road & Cricke	t Pass	í	17]11/24	_12/1 12/8	12/15 12/22	2/29 1/5	<u> / 2 1/</u> 1	9 1/20	
2	Harpers Ferry Road		ſ							
3	Phase 1		[1 1 1	
4	Mobilization									
	Setup Traffic Co	ntrol								
6	Install Erosion C				1 1 1					
7	Replace Culverts				1 1 1					
8	-	s Road & Driveways			• • •					
9	Grade Roadway				1 5 1					
10	Stabilize Roadway			1						
11			1		•		1			
	6" Type B Aspha									
12	2" Type D Aspha									
13	Asphalt Drivewa	ys								
14	Final Grade				• • •					
15	Signage				•				;	
16	Mailboxes				- 				:	
17		Control & Open Phase 1		l					÷	
18	Phase 2									
19	Setup Traffic Co	ntrol		i l	1 8 9					
20	Erosion Control				-					
21	Replace Culverts									
22	4	Road & Driveways			4 1 1					
23	Grade Roadway									
24	Stabilize Roadwa									
25	6" Type B Aspha			•						
26	2" Type D Aspha			<u>ل</u>					1	
27	Asphalt Driveway	ys		Ì					1	
28	Final Grade			Ĭ.					1	
29	Install Guard Rai	1			L					
30	Signage				Ŀ				1	
31	Mailboxes				E L					
32	Remove Traffic C	Control & Open Phase 2		1	ĥ					
33	Phase 3			1						
34	Setup Traffic Cor	ntrol		1	ĥ					
35	Culvert & Headw	all Installation					ш. М			
36	Remove Existing	Road & Driveways								
37	Grade Roadway							г	1	
38	Stabilize Roadwa	ıy					1	-		
39	6" Type B Aspha									
40	2" Type D Aspha	lt						ш т	,	
41	Asphalt Driveway	'S		1	-			Ë		
42	Final Grade				-			E		
43	Signage				:					
44	Mailboxes				1 1 1					
45	Remove Traffic C	ontrol & Open Phase 3								
46	Stripe Stop Bar In				1 1 1					E
		Task								<u>=</u>]
ate: Thu	Harper Ferry & Cricket Pass E	12-12-2								
		Split								

HARPERS FERRY							
Item #	Description	Unit	Quantity	Unit Cost	Total		
103	Silt Fence, including related items and appurtenances, complete in place	LF	-2,523.00	\$ 5.50	-\$13,876.50		
201	Remove Existing Rock Rip Rap for Re-use, including related items and appurtenances, complete in place	LF	-50	\$ 45.70	-\$2,285.00		
300	Silt Fence, including related items and appurtenances, complete in place	LF	-7	\$ 124.75	-\$873.25		
301	36" RCP Type III (Structural Backfill), including related items and appurtenances, complete in place	LF	-39.63	\$ 222.40	-\$8,813.71		
302	Headwall and Wingwall for Culvert Outfall w/ Structural Backfill, including related items and appurtenances, complete in place	EA	-0.92	\$ 14,625.00	-\$13,505.00		
303	30° Concrete Headwall with parallel wings for 1 – 24" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	EA	-0.88	\$ 9,720.00	-\$8,600.00		
304	0° Concrete Headwall with flared wings for 1 – 36" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	EA	-0.90	\$ 11,175.00	-\$10,055.00		
305	0° Concrete Headwall with flared wings for 2 – 36" RCP Culvert w/ Structural Backfill, including related items and appurtenances, complete in place	EA	-0.91	\$ 12,820.00	-\$11,700.00		
306	Culvert Markers, including related items and appurtenances, complete in place	EA	-8	\$ 105.00	-\$840.00		
308	2.0' Wide x 4" Thick Concrete Pilot Flumes, including related items and appurtenances, complete in place	SY	-40	\$ 141.75	-\$5,670.00		
309	Type R Rock Rip Rap, 200-250lb, Hand Placed, Non-Grouted (18" Embedment) for Crossing Culverts, including related items and appurtenances, complete in place	SY	-138.75	\$ 159.65	-\$22,151.44		
403	Earthwork - Remove and Replace Unsuitable Soils and Material with Cement Stabilized Base. Including Compaction (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	CY	-82	\$ 40.15	-\$3,292.30		
404	Earthwork - Remove and Replace Unsuitable Soils and Material with General Fill Including Compaction (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	CY	-300	\$ 38.65	-\$11,595.00		
405	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	CY	-300	\$ 89.15	-\$26,745.00		
407	2" - Type C HMAC related items and appurtenances, complete in place	SY	-338	\$ 14.75	-\$4,985.50		
	· ·	DEDUC	TIVE TOTAL	- Harpers Ferry	-\$144,987.70		

	CRICKET PASS						
Item #	Description	Unit	Quantity	Ur	nit Cost	Total	
116	Silt Fence, including related items and appurtenances, complete in place	LF	-735	\$	5.10	-\$3,748.50	
210	Remove and Stockpile Existing Rock Rip Rap for Re-use, including related items and appurtenances, complete in place	SY	-50	\$	48.00	-\$2,400.00	
316	Culvert Markers, including related items and appurtenances, complete in place	EA	-6	\$	105.00	-\$630.00	
413	Earthwork - Remove and Replace Unsuitable Soils and Material with Cement Stabilized Base. Including Compaction (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	CY	-50	\$	40.15	-\$2,007.50	
414	Select Fill (Material Only) Includes all related items and appurtenances, complete in place	CY	-50	\$	27.50	-\$1,375.00	
415	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	CY	-50	\$	89.20	-\$4,460.00	
416	Cement Stabilized Sand (Material Only). Includes all related items and appurtenances, complete in place	CY	-50	\$	73.60	-\$3,680.00	
	· · ·		TOTA	L- Cri	cket Pass	-\$18,301.00	
			TOTAL- Proje	ct Co	ntingency	-\$110,888.9	
	TOTAL PI	ROJECT D	EDUCTIVE CH	IANG	E ORDER	-\$274,177.6	



DEPARTMENT:	Purchasing	NUMBER:
DATE OF COURT MEETIN	NG:	6/24/2025
ITEM:		Approval of Contract #25-125 Web Hosting Services with Kinsta.
TO:		Commissioners Court
FROM:		Celina Nava
DATE:		06/10/2025
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
		 Brazos County currently utilizes Civic Plus, a third-party government services provider, for the content management system and web hosting of its main public-facing County website: brazoscountytx.gov. The County also hosts and manages another seven (7) public-facing websites and various other public-facing microsites and single-page web applications using on premises servers supported by the IT department. Yearly website hosting costs for Civic Plus alone total \$20,375.14. This number does not include any staff time for the server management, security configuration, and troubleshooting of the internally managed servers that host the other seven (7) websites and applications. This project would consolidate Brazos County's public-facing websites, including our CivicPlus site and our seven (7) internally hosted sites, to one single off-premises hosting provider – Kinsta. This project would also move associated "microsites" or single-page web applications (e.g. Unclaimed Funds lookup) to Kinsta. The need for this new web hosting provider is multifaceted, but simply put, by moving these Brazos County public-facing websites to Kinsta we are: Making our websites, and our on-premises IT infrastructure, more secure Providing a hosting platform that will allow us to redesign our websites – especially the main County website – and make them more user friendly, informative, and engaging for the public. Ensuring that we can meet the new required compliance standards of the Americans with Disabilities Act (ADA) Creating a more efficient environment for updating, managing and enhancing our websites (new tools, new online services features, etc.) Freeing up internal resources, including hardware, software, and personnel to work on other strategic priorities Saving the County a significant amount of money – Cost comparison estimates between CivicPlus and Kinsta result in a net \$\$50,000+ savings over five y

- bcdem.org (Emergency Management
- thebrazoscenter.org (The Brazos Center)
- brazoshealth.org (Health District)
- brazoscountyhistory.org (Historical Commission)
- Providing a platform for redesign of the main County website,

brazoscountytx.gov, with launch before the end of FY 2026.

What is the timeline needed for contract approval?

As soon as possible.

What department(s) benefit from contract?

The residents of Brazos County will benefit the most from approval of this contract since we will be able to create a better public-facing web and digital experience for them. Internally, all departments will benefit as we will be able to do more to promote our County services and departments. Specifically, IT will benefit due to increased efficiency, and greater capacity to serve the other departments and the public.

What effect will delay have on the contract?

Delay will continue to put our existing websites at risk due to outdated technology.

Delay continues to push back the launch of new websites, potentially cutting into five-year cost savings if proposed website redesigns are not completed and launched by the end of FY 2026.

• Delay also risks the County not meeting the deadline set by the U.S. Dept. of Justice regarding ADA compliance for all local government websites nationwide. That deadline is April 24, 2026.

Is the contract fully budgeted? If not, what additional funding is requested?

Funding for the first year from the date of contract signing will come from the current IT budget. Funding for FY26 has been included in the IT Department's FY26 budget request. Funding will be requested each subsequent year.

Type

Backup Material Backup Material Backup Material Backup Material

ATTACHMENTS:

File Name	Description
Partially_Executed_Agreement.pdf	Partially Executed Contract
Kinsta-Brazos_County-Enterprise.pdf	Proposal
WPengine - Updated Proposal - Brazos County	TX.pdf Other proposals
Siteground-no-enterprise-plans.pdf	Other proposals

Master Services Agreement

THIS MASTER SERVICES AGREEMENT is made and entered into as of June 4, 2025, by and between KINSTA INC., for and on behalf of itself and its parent, subsidiaries, and affiliates (collectively **"Kinsta**"), located at 8605 Santa Monica Blvd #92581, West Hollywood, CA 90069, and Brazos County (the **"Customer**") located at 200 South Texas Avenue Bryan, TX 77803.

Kinsta and the Customer (each a "party" and collectively, the "parties") hereby agree as follows:

1. Introduction

- a. Key Definitions. Kinsta provides hosting services, software, and support through our MyKinsta application; DevKinsta local website development software; Beta Services (defined below); and other related websites (including kinsta.com), forums, courses, communities, events, applications, services, software, and personnel (collectively, the "Services"). The websites, applications, databases, and any other services or technologies created and managed by Customer through Kinsta's Services are referred to in the Agreement as "Customer Applications".
- b. Agreement; Precedence. This Master Services Agreement ("MSA"), the Service Level Agreement ("SLA") (located at <u>https://kinsta.com/legal/</u>), the Data Processing Addendum ("DPA") (located at <u>https://kinsta.com/legal/</u>), the Kinsta documentation (located at <u>https://kinsta.com/docs/</u>) ("Kinsta Documentation"), and any order forms, quotes, or proposals issued by Kinsta in connection with this MSA ("Order Form"), form a binding legal agreement between Kinsta and Customer. The MSA, SLA, DPA, Kinsta Documentation, and any Order Forms are collectively referred to as the "Agreement". For the avoidance of doubt, this MSA supersedes and replaces the online Terms of Service (located at <u>https://kinsta.com/legal/terms-service/</u>) with respect to Customer (but the online Terms of Service continue to apply to individual users as set forth in Section 2.a). If there is any conflict among the documents which comprise the Agreement, the order of precedence shall be as follows:
 - 1. Order Form
 - 2. DPA
 - 3. MSA
 - 4. SLA

5. Kinsta Documentation

2. Account and Eligibility

- a. Hosting Plan and Users. Customer is required to subscribe to one or more hosting Services (the "Hosting Plan"), and all users of the Hosting Plan, regardless of the level of access or permission they are granted, must register a user account ("User Account") and by doing so, each user agrees to be bound by the Terms of Service in their individual capacity (located at <u>https://kinsta.com/legal/</u>), as applicable. A User Account and a Hosting Plan are collectively referred to as an "Account" in the Agreement.
- b. Company Owners. The user who initially creates the Hosting Plan is the company owner (the "Company Owner") and may grant different levels of access and permission to other authorized users of the Hosting Plan. Please note that only the Company Owner can (i) terminate a Hosting Plan or (ii) transfer control or ownership of the Hosting Plan to another user. If there is a dispute about the identity of the Company Owner or the ownership of an Account, Kinsta reserves the right to investigate and determine ownership of the Account, including the identity of the legitimate Company Owner, based on Kinsta's reasonable judgment in accordance with applicable law.
- c. Account Notifications. Customer agrees that the email address Customer provides when Customer creates Customer's Account ("Designated Email Address") shall be used for official notification purposes related to Customer's Account and the Services. Customer agrees to verify that email sent by Kinsta successfully reaches the inbox associated with Customer's Designated Email Address and to update Customer's Designated Email Address when necessary. In addition, Customer acknowledges that Kinsta may post official notifications related to Customer's Account and the Services within MyKinsta. Customer agrees that if Customer does not read email sent by Kinsta, regularly log into MyKinsta to read posted notifications, and take corresponding action, Kinsta's provision of the Services may be negatively impacted and any such impact will not be covered by <u>the SLA</u>.
- d. Trade Sanctions. Customer is not eligible to use the Services or register for an Account if Customer is - and Customer may not use the Services for or on behalf of any person or organization - (i) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, including, but not limited

to, Iran, Syria, Cuba, North Korea, and the the Crimea, Donetsk People's Republic (DNR), or Luhansk People's Republic (LNR) regions of Ukraine or (ii) subject to sanctions by the United States, European Union, United Kingdom, United Nations, or any other applicable government or international body.

e. Customer's Account Obligations. By using the Services or registering for an Account, Customer agrees to (i) provide accurate, truthful, current, and complete information; (ii) maintain and promptly update Customer's Account information upon any changes; (iii) maintain the security of Customer's Account by protecting Customer's password and restricting access to Customer's Account; (iv) promptly notify Kinsta if Customer discovers or otherwise suspects any security breaches or unauthorized access related to Customer's Account or the Services; (v) take responsibility for all activities that occur under Customer's Account and accept all risks of any access to Customer's Account; and (vi) not open multiple Accounts in order to bypass any restrictions or overage charges set forth by Kinsta.

3. Fees, Auto Renewal, and Payment

- a. Customer's Obligation to Pay Fees. Customer shall timely pay all required fees (the "Fees") by a valid payment method. Fees are non-refundable, except as expressly stated otherwise in the Agreement. Kinsta may terminate or suspend Customer's Account for failure to timely pay Fees, disputed charges, or chargebacks. If Customer uses the Services for or on behalf of Customer's own third-party customers to design, build, or manage Customer Applications, Customer remains fully responsible for all payments of Fees in connection with those Services, even if Customer's own customers fail to make payment to Customer. Fees are stated in U.S. Dollars and, except as otherwise indicated at checkout, do not include any taxes. Customer is responsible for paying any taxes or international transaction fees, and Customer agrees to indemnify Kinsta for any such taxes or fees.
- b. Fee Disputes. Disputes about Fees must be raised in writing with Kinsta within thirty (30) days after the earlier of (i) Customer's receipt of an applicable invoice or other notification of the Fees or (ii) Customer's payment of the Fees. Customer hereby waives any disputes about Fees that are not timely raised.
- c. **Types of Fees and Auto Renewal**. Services may be either prepaid or postpaid depending on the Services to which Customer subscribes.

- 1. For any *prepaid* Services to which Customer subscribes, Customer acknowledges and agrees that (i) Fees will be paid at the beginning of the subscription period, and (ii) that Customer's prepaid Services will renew automatically.
- 2. For any *postpaid* Services to which Customer subscribes, Customer acknowledges and agrees that (i) Fees will accrue and be paid once per month or when Customer's use of the Services reaches a preset billing threshold, whichever occurs first, and (ii) that all postpaid Services will renew automatically.
- 3. Fees will be automatically charged to the valid payment method Customer provided. To avoid automatic payments and renewal, Customer may terminate Customer's Services prior to renewal.
- d. Fees May Change. Kinsta reserves the right to increase its Fees upon reasonable prior notice to Customer. Customer may avoid the increased Fee by terminating Customer's Services prior to the new Fee taking effect. If Customer received a promotional Fee, promotional credit, or free trial, Kinsta will automatically renew Customer's Services and charge Customer's payment method at the standard Fee upon expiration of the promotion or free trial period.

4. Customer Content

- a. Definition. "Customer Content" means text, data, information, code, software, domain names, materials, designs, photos, images, media files, logos, or any other content transmitted, stored, or otherwise processed by or on behalf of Customer through the Services for the purpose of creating, managing, and operating Customer Applications. For the avoidance of doubt, Customer Applications constitute Customer Content.
- b. Customer Owns Customer Content. Customer retains all rights to and ownership of Customer Content. Customer will provide Kinsta with Customer Content in a form requiring no processing or modification by Kinsta.
 - CUSTOMER IS SOLELY AND FULLY RESPONSIBLE FOR CUSTOMER CONTENT. Without limiting the foregoing, Customer is solely and fully responsible for (i) the design and development of the Customer Content (ii) all necessary changes to the Customer Content, such as changes to the appearance of Customer Applications; (iii) all code development, creation,

editing, writing, testing, auditing, modification, and optimization necessary or desirable for the operation of the Customer Content; and (iv) optimizing the performance of the Customer Content. If Customer chooses to host the Customer Content with a different provider, Customer is solely and fully responsible for migration of the Customer Content to the new provider.

- Kinsta has no obligation to monitor, validate, correct, or update Customer Content in any way. Kinsta may, in its sole discretion, alter, remove, or refuse to display any Customer Content that is in violation of the Agreement.
- c. Kinsta's Limited Rights. In order to provide the Services, Kinsta must access and use the Customer Content in a variety of ways on Customer's behalf. For the sole and limited purpose of providing Customer the Services, Customer hereby grants to Kinsta a non-exclusive, transferable, sublicensable, worldwide, royalty-free right to access, use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute Customer Content.

5. Acceptable Use Policy and Protection of the Services

- a. Prohibited Customer Content. Customer represents, warrants, and agrees that Customer Content shall not (i) infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, confidentiality, moral, or privacy right, or any other proprietary or intellectual property right; (ii) be defamatory, fraudulent, false, misleading, or deceptive; (iii) constitute, consist of, or enable spam, phishing attempts, "chain letters", "pyramid schemes", or other Malicious Activity (defined below); (iv) be pornographic, sexually obscene, sexually exploitative of children, or otherwise sexually explicit; or (v) promote terrorism, violence, discrimination, bigotry, racism, hatred, harassment, prostitution, human trafficking, or harm against any individual or group. Whether Customer Content is in violation of this MSA shall be determined in Kinsta's sole discretion. It is our policy in appropriate circumstances to terminate the Accounts of repeat infringers in accordance with the U.S. Digital Millennium Copyright Act.
- b. Compliance with Laws. Customer agrees to use the Services in compliance with applicable local, state, national, and international laws and regulations, including, but not limited to, laws regarding fraud, anti-corruption, trade sanctions and export-control, intellectual property, and data privacy. Customer agrees to cooperate with Kinsta,

including the provision of information reasonably requested by Kinsta, to ensure Kinsta's compliance with applicable laws in connection with Customer's use of the Services.

- c. Malicious Activity. Customer shall not engage in, attempt to engage in, or encourage or assist others to engage in any Malicious Activity while accessing or using the Services. "Malicious Activity" means any of the following alone or in combination: (i) use, display, mirror, or frame the Services or any individual element within the Services; (ii) access or tamper with non-public areas of the Services; (iii) test the vulnerability of any Kinsta system or breach any security or authentication measures; (iv) circumvent any measure implemented by Kinsta or any third party to secure the Services; (v) copy, modify, decompile, disassemble, reverse engineer, tamper with, or attempt to derive the source code of any part of the Services; (vi) interrupt, damage, destroy, or limit the functionality of the Services; or (vii) host, upload, or in any way transmit malware, viruses, or any other malicious code or activity.
 - 1. Customers shall cooperate with Kinsta to promptly isolate, mitigate, and eliminate any Malicious Activity and take appropriate corrective action.
 - 2. If Malicious Activity is determined by Kinsta to have occurred unintentionally as part of a website migration performed by the Customer, the Customer shall be afforded the opportunity to promptly eliminate the Malicious Activity. If the Customer fails to promptly eliminate the Malicious Activity as directed by Kinsta, then Kinsta will eliminate the Malicious Activity for a fee pursuant to our <u>malware removal policies</u>.
- d. Resource Limitations. Customer shall ensure that the Hosting Plan resources and quotas are accurately measured and maintained, such as visits, disk space, CDN, and bandwidth. Customer shall not overburden the Services or any CPUs, servers, or other resources used in connection with the Services. Without limiting the foregoing, Customer shall not use the Services to provide open proxies, for Internet Relay Chat (irc), for cryptocurrency mining activity, or for any other activity for which the Services are not intended.
- e. **Testing of Customer Applications**. Customers may perform limited security and penetration testing of their Customer Applications (a "**Customer Test**") conditioned on compliance with the Agreement, Kinsta's instructions, and the following:
 - 1. Load testing in any form is prohibited.
 - 2. Customers shall provide notice of the schedule and scope of the Customer Test to security@kinsta.com seven (7) days prior to commencing the Customer Test.

Customer's notification is for monitoring and record keeping purposes only, and Kinsta will not reply.

- 3. Without limiting any other provisions in this MSA, Customer Tests shall not impact or affect any Kinsta or third-party system, other than Customer Applications. For illustrative purposes only:
 - i. Do not test the vulnerability of MyKinsta, kinsta.com, DevKinsta, or another customer's websites or applications.
 - Do not attempt to breach the MyKinsta login system, version control system authentication integration, security measures on the kinsta.com signup pages, etc.
 - iii. Do not attempt to circumvent or bypass Cloudflare or the reCAPTCHA service, etc.
- Kinsta has no obligation to support, assist, or advise Customer in connection with a Customer Test. Kinsta will not disable or diminish its security measures to allow a Customer Test.
- 5. The results of a Customer Test shall be promptly disclosed to <u>security@kinsta.com</u> and shall be Kinsta's Confidential Information. Kinsta has no obligation to take any remedial action in connection with a Customer Test.
- f. Protection of the Services. Without limiting Kinsta's rights in Section 8:
 - 1. Kinsta may immediately suspend all or part of Customer's use of the Services and take any other reasonable action to protect the Services if (i) Customer fails to correct a violation of this Section 5 within twenty-four (24) hours of Kinsta's request to correct the violation, (ii) Kinsta reasonably believes that Customer's use of the Services harms the Services, Kinsta's infrastructure, systems, or networks, or Kinsta's other customers, (iii) Kinsta reasonably believes there is an unauthorized third-party access to the Services, or (iv) Kinsta reasonably believes that Customer's use of the the Services causes Kinsta to violate applicable law.
 - 2. Kinsta will use its commercially reasonable efforts to (i) notify Customer of the basis for the suspension or other action and (ii) promptly end any such suspension or other action when the circumstances giving rise to the suspension or other action have been resolved.

6. Kinsta's Property and Customer's Rights

- a. Kinsta Owns the Services. All rights, title, and interest in the Services are solely and exclusively owned by or licensed to Kinsta, including any and all software, servers, artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the look, feel, and arrangement of the Services, methods, products, algorithms, data, logs, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered, and any derivations thereof.
- b. Customer's Limited Rights. Subject to Customer's compliance with the Agreement, Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable, fully revocable right to access and use the Services for the sole purpose of creating, managing, and operating Customer Applications. Customer shall not rent, lease, license, sell, distribute, or otherwise transfer the Services to third parties, except as permitted by the Agreement or otherwise authorized by Kinsta in writing. No licenses or rights are granted to Customer by implication or otherwise under any intellectual property rights owned or controlled by Kinsta or its licensors, except for the rights expressly granted in this Section. Upon termination of this MSA or the Services, Customer shall no longer have any right or license to the Services, and Customer must immediately cease use of the Services and destroy all copies in Customer's possession.
- c. Customer Recommendations. Separate and apart from Customer Content, Kinsta welcomes questions, comments, suggestions, and ideas about Kinsta and the Services ("Recommendations"). If Customer provides a Recommendation, Customer agrees that it is non-confidential and shall become the sole property of Kinsta. Kinsta shall own exclusive rights to, including all intellectual property rights, and shall be entitled to the unrestricted use of Recommendations, along with any changes, modifications, or upgrades made to the Services based on the Recommendation. Customer agrees that Kinsta is not obligated to provide acknowledgment or compensation to Customer in exchange for Recommendations.

7. Third-Party Services

The Services may display, permit access to or use of, install, or incorporate third-party content, promotions, websites, apps, software, services, and resources that are not under Kinsta's control (collectively "**Third-Party Services**"). Customer acknowledges that any Third-Party Services that Customer uses in connection with the Services are not controlled by Kinsta, and Customer takes sole responsibility and assumes all risk arising from Customer's interaction with or use of any Third-Party Services. Customer is responsible for reading, understanding, and complying with the license, terms and conditions, and privacy policy that applies to Customer's use of any Third-Party Services.

8. Termination

- a. Customer's Breach. If Customer breaches the Agreement, Kinsta may immediately terminate or suspend the Services or Customer's Account. Upon any such termination or suspension, Customer is not permitted to register for another Account or access the Services without Kinsta's prior written permission.
- b. For Convenience. Customer may schedule a termination of its Account and the Agreement <u>within MyKinsta</u> at any time, which will take effect at the end of the then-current subscription period.
- c. Modification or End of Services. Kinsta may in its sole discretion modify or discontinue, temporarily or permanently, all or any portion of our Services. Kinsta will use its commercially reasonable efforts to provide prior notice of any such modification or discontinuance which impacts Customer's Account and refund Customer's prepaid Fees for any discontinued Services.
- d. **Survival**. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement or Account (including, without limitation, intellectual property rights, confidentiality, disclaimers, limitation of liability, indemnification, and dispute resolution) survives termination or expiration and continues in full force and effect.

9. DISCLAIMERS

- a. Security. Kinsta implements commercially reasonable security measures to help protect the Services from threats, including the measures set forth in the <u>DPA</u>. However, Kinsta cannot guarantee that its security measures will be error-free, that Customer Applications will always be secure, or that unauthorized third parties will never be able to defeat security measures.
- Legal Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS MSA, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND KINSTA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, KINSTA MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (i) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (ii) OPERATE WITHOUT INTERRUPTION; (iii) ACHIEVE ANY INTENDED RESULT; (iv) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES; OR (v) BE SECURE, ACCURATE, COMPLETE, FREE OF MALICIOUS ACTIVITY OR HARMFUL CODE, OR ERROR FREE.

10. LIMITATION OF LIABILITY

a. Limitation of Indirect Liability. EXCEPT FOR LIABILITY ARISING FROM WILLFUL OR CRIMINAL MISCONDUCT, NEITHER PARTY (INCLUDING ITS OWNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AFFILIATES, SUPPLIERS, OR LICENSORS) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUE, SAVINGS, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING ALL LEVELS OF NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- b. Kinsta's Liability Cap. IN NO EVENT WILL KINSTA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO KINSTA DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- c. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KINSTA AND CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES. ACCORDINGLY, THE LIMITATIONS OF SECTIONS 9 AND 10 WILL APPLY TO CUSTOMER TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Indemnity

- a. Customer Indemnification Without waiving any right to claim the defense of Sovereign Immunity, Customer agrees to defend, indemnify, and hold harmless Kinsta (and each of our owners, officers, directors, employees, agents, contractors, licensors, and affiliates) (collectively the "Kinsta Indemnitees") from and against any and all losses, costs, expenses, damages, injuries, or liability of any kind, including attorney's fees, that a Kinsta Indemnitee may incur or suffer as a result of any claims, suits, proceedings, or investigations asserted or commenced by any third party, which arise out of or are in any way connected with (i) Customer's access or use of our Services; (ii) Customer Content; (iii) Customer's breach or alleged breach of the Agreement; or (iv) Customer's violation of any law, including the intellectual property or privacy rights of a third party. Kinsta reserves the right, in its sole discretion, to control any action or proceeding, including selection of counsel, and determine whether to settle it, and if so, on what terms, in which event Customer will cooperate with Kinsta in asserting any available defenses.
- b. **Kinsta IP Infringement Indemnification**. Kinsta will defend and indemnify Customer against any third-party claims to the extent arising from allegations that Customer's use of the Services infringes the third-party's intellectual property rights, unless such alleged infringement arises from (i) Customer's use of the Services in breach of this Agreement,

(ii) a combination of the Services with other technology or materials not provided by Kinsta, unless such combination is required to use the Services, or (iii) any Services provided to Customer free of charge (including Beta Services). If Kinsta reasonably believes the Services might infringe a third party's intellectual property rights, then Kinsta may, at its sole option and expense (x) procure the right for Customer to continue using the Services; (y) modify the Services to make them non-infringing without materially reducing their functionality; or (z) replace the Services with a non-infringing, functionally equivalent alternative. If Kinsta does not believe the remedies above are commercially reasonable, then Kinsta may suspend or terminate Customer's use of the impacted Services, and provide a pro rata refund of any Fees which were prepaid for the suspended or terminated Services. Without limiting either party's termination rights, this Section states the Customer's sole and exclusive remedy under the Agreement for any third-party allegations of intellectual property rights infringement covered by this Section.

12. Dispute Resolution

- a. Informal Resolution. Kinsta wants to address Customer's concerns without resorting to a formal legal case. Before filing a formal legal claim against Kinsta, please contact <u>legal@kinsta.com</u>. If a dispute is not resolved within fifteen (15) days after submission, Customer or Kinsta may bring a formal proceeding as set forth in this Section 12.
- b. **Exclusive Jurisdiction and Venue.** Customer and Kinsta agree that Jurisdiction and Venue will occur exclusively in Brazos County, Texas.
- c. **Choice of Law**. The Agreement and the resolution of any disputes shall be governed by and construed in accordance with the laws of the State of Texas, USA without regard to its conflict of laws principles.

13. Publicity

During the term of this Agreement, Customer grants Kinsta a limited, non-exclusive, and royalty-free license to use Customer's name, logos, and related trademarks on our website or in other marketing communications for the sole purpose of referencing Customer as a Kinsta customer. Customer may revoke the rights granted to Kinsta in this Section 14 at any time by emailing <u>PublicityMarketing@Kinsta.com</u>.

14. Confidentiality

- a. Each party (as the "Discloser") may disclose or make available to the other party (as the "Recipient") information that is confidential, sensitive, or proprietary in nature ("Confidential Information"). Confidential Information does not include information which: (i) is known to the Recipient, as evidenced by its written records, prior to receipt thereof; (ii) is disclosed to the Recipient by a third party, and that third party is free of any confidentiality agreement with the Discloser and has a legal right to make such disclosure; (iii) is or becomes part of the public domain other than through an act or omission of Recipient; (iv) is independently developed by or for the Recipient as evidenced by its written records, without use of any Confidential Information of the Discloser; or (v) is expressly labeled by the Discloser as not confidential.
- b. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Recipient's affiliates, employees, contractors, representatives, and authorized third parties ("Representatives") who need to know the Confidential Information in order for the Recipient to exercise its rights or perform its obligations under the Agreement or as required by law or legal process. For the avoidance of doubt, Kinsta may process and share personal data in accordance with our <u>Privacy Policy</u>. The Recipient shall be responsible for any breach of this confidentiality provision caused by any of its Representatives.
- c. Upon the Discloser's request, Recipient shall take reasonable steps to destroy or erase any Confidential Information it holds, except the Recipient may retain copies of Confidential Information (in accordance with this Agreement): (i) that are securely stored in archival or computer back-up systems, (ii) to meet legal or regulatory obligations, or (iii) in accordance with bona fide record retention policies.

15. Beta Services

Kinsta may confidentially make features and tools available which are in beta or pre-release phase ("Beta Services"). KINSTA IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY CUSTOMER'S USE OF BETA SERVICES. The SLA does not apply to Beta Services. All information related to the Beta Services is Kinsta's Confidential Information, and Customer agrees to provide Kinsta feedback on the Beta Services. Notwithstanding any other provision in the Agreement, Kinsta may terminate the Beta Services without notice at any time for any lawful reason.

16. Miscellaneous

The Agreement constitutes the entire understanding and agreement between Customer and Kinsta and supersedes all prior and contemporaneous understandings and agreements, both verbal and written, between Customer and Kinsta regarding its collective subject matter. The terms and conditions of the Agreement shall supersede any conflicting, additional, or different terms and conditions contained on or incorporated in any purchase order, communication, or other document issued by the Customer. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. This MSA may not be amended or supplemented except in a writing signed by both Kinsta and Customer. Any delay or omission of a party in exercising any right under the Agreement in any manner shall not impair the exercise of any like right accruing to it thereafter. Each party agrees that electronic signatures shall be legally binding on the parties, and the Agreement may be executed by counterparts and all counterparts taken together constitute one instrument.

Customer and Kinsta have caused this MSA to be signed by their authorized representatives below. Each party represents, warrants, and agrees that the signatories below have the full power and authority to enter into and form a binding contract on such party's behalf.

[Signatures on next page]

KINSTA INC.

W.Herle

Signature Name: Don Herbe

Brazos County aten W

Name: () ANDA J. WATSON

Title: Chief Legal & Administrative Officer and **Corporate Secretary**

Email: Legal@Kinsta.com

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06/05/2025 Date:

Title: CO. JUDGE PRO TEM

Email: county judge @ brazos county the gov

ł

Date: 6/24/25

kinsta

Better WordPress Hosting for Brazos County - Enterprise

Quote created: April 22, 2025 Reference: 20250422-204656717

Brazos County 300 East 26th Street Bryan, TX 77803 United States Eric Caldwell ecaldwell@brazoscountytx.gov 979.361.4409

Comments

Hello Eric,

Here is the quote I created for you. Let me know if you have any questions.

Best, Jonathan



Jonathan Wilson - Account Executive, Kinsta

Products & Services

Custom WordPress Plan

1x \$6,000.00 / year

- Gites: 10 WordPress installs (fully isolated live site containers)
- Traffic: Up to 500,000 unique Visits per month
- Staging: Includes 10 staging environments with one-click Push to Live
- Borage: 100 GB SSD (does not count backups or staging)
- CDN: Includes Integrated Cloudflare CDN with 3,000 GB bandwidth
- 👷 PHP Workers per site: 16
- 🚚 Unlimited free Migrations included
- 😹 Server locations: Access to 37+ Google Platform datacenters
- 💬 Support: 24/7 live chat Support with experts
- 🝌 Stability: 99.9% Uptime Guarantee as per SLA
- 🛟 Backups: Automatic every 24 hours, with 30-day retention
- 🎇 Multiple Users/Admins and Multisite: Supported
- 🔒 SSL: Includes Enterprise-Grade Cloudflare Wildcard SSL
- 🔰 Security: Includes Security Pledge with Hack Fix / Malware Removal
- 💰 Annual Payment: Option for annual payment for two free months (prorated upon

changes)

money-Back Guarantee: Try for 30 days (subject to conditions and exclusions)

Annual subtotal		 \$6,000.00
Total		 \$6,000.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Eric Caldwell ecaldwell@brazoscountytx.gov

This quote expires on May 31, 2025

Purchase Terms

Customer agrees to Kinsta's <u>Terms of Service and Privacy Policy</u>. Customer acknowledges that Customer's account will automatically renew and its payment method will be automatically charged upon renewal until cancelled.

Questions? Contact me



Jonathan Wilson Account Executive, jonathanwilson@kinsta.com

Print quote

Kinsta 8605 Santa Monica Blvd #92581 West Hollywood California 90069 United States of America



Proposal Created for

Brazos County, TX

Updated on 4/24/2025 Prices Valid thru October 2025

Created by Justin Mitzel Principal Enterprise Account Executive











LEADER IN WORDPRESS TECHNOLOGY.

WP Engine is the world's largest digital experience platform designed specifically for Wordpress. Built on a highly specialized technology stack, the WP Engine platform makes it incredibly easy for organizations of all sizes to deliver the fastest, most secure, and most scalable digital experiences with WordPress.

FOUNDED ON WORDPRESS - THE WORLD'S LEADING CMS.

With open framework and a global community of contributors, WordPress enables you to customize the CMS to your business instead of customizing your business to the CMS. Over 40% of all websites on the internet are built with WordPress, including more than 60% of websites that are built on a CMS.

THE POWER OF OPEN SOURCE TECHNOLOGY.

The WP Engine platform leverages over 30 open-source technologies to deliver innovation at a faster pace than those built on closed, proprietary systems. All this is done to deliver greater flexibility for developers, more agility for content teams, and the very best digital experience on WordPress.





	Edge C DDoS Protection C Global CDN C Managed WAF*	
	WordPress Environment	Offsite Backups
Internet User		
	Application Database Object cache Page cache container container container container	Platform Tooling
	Non-production Environments Origin Datacenter Image: Construction Environments Image: Construction Environments Image: Construct	Image: WP-CLI Image: SSH Image: WP Engine API Image: Plug-in Management* Image: WP Engine Portal Image: Site Monitoring* Image: WP Engine Portal Image: Site Monitoring*

ENTERPRISE SOLUTIONS FOR WORDPRESS.

WP Engine is an integrated platform and end-to-end management solution for WordPress. Our 'turn-key' solutions help to simplify day-to-day site management and provides customers with everything needed to build, deploy, manage, and maintain WordPress applications.

At WP Engine, we provide a full-suite of tools and services that simplifies day-to-day site management and makes it easy for customers to better outcomes with WordPress.

PLATFORM TOOLS & FEATURES INCLUDE :

- Managed Enterprise Infrastructure
- Automated WordPress, PHP & Plugin Updates
- Highly Managed Security Platform
- SSL Certificates (Automated Renewal / Import)
- Dev, Stage & Prod Environments for all sites
- Wordpress Core Updates & Security Patching
- Uptime & Performance Monitoring Tools
- Automated Site Backups & Version Control
- Global CDN & Advanced Network
- Page Performance Tools
- Advanced Search Tools & Functionality

- 24/7 Premium Support LiveChat & Phone
- Premium Services & Technical Support
- Onboarding & Migration Services
- GeoTargeting & Content Performance Tools
- Smart Plugin Manager for Automatic Plugin Updates
- Best in Class Site Speed & Performance
- Enhanced Developer Accessibility
- Seamless Login & 2 Factor Authentication
- Advanced Security Auditing Tools
- Genesis Framework & 35+ StudioPress Themes
- Local Development, SSH Gateway Access & WP-CLI





THE MOST TRUSTED ENTERPRISE WORDPRESS SOLUTION

Trusted by the world's top agencies and Fortune 500 companies, WP Engine empowers global teams to maximize the flexibility of WordPress and effortlessly deliver unique digital experiences.



A COMPLETE AND FULLY INTEGRATED PLATFORM.

Designed to meet the specific needs of large organizations, Enterprise Solutions provide teams with everything needed to build, deploy, manage, and maintain WordPress sites. The fully integrated platform consolidates all services with one trusted partner at one consistent price.

Advanced Security	Enterprise Infrastructure	Creative Agility	Developer Flexibility	Performance Analytics
 DDoS attack protection Managed WAF Plugin vulnerability scans SOC 2 Type II Activity logs & dashboards 	 Built-in burst capacity Infrastructure Optionality Global Data Centers 	 Visual drag & drop editor experience Component styling with brand management controls Centralized component creative library 	 Automatic Plugin Updates Visual Regression Testing Developer, Staging, and Production Environments SSH Gateway Custom Site Building Tools 	 Code Level Diagnostics Proactive Application Monitoring Page Level Speed Tests



"WP Engine's platform provides us with significant performance gains, but more importantly, our WP Engine team has been an amazing partner for Microsoft. This allows our teams to focus more on our core functions, without the worry of scale, security, or performance." Brian Costea, Sr Group Manager, Web Operations, Microsoft

Microsoft

"It's nice to work with a provider that offers more than just products and services. WP Engine acts as a collaborative and highly knowledgeable team member." Jesse Haraldson, Principal Software Architect, FindLaw





THOMSON REUTERS[®]

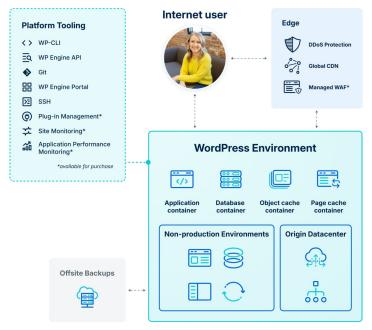




WP ENGINE PLATFORM TOOLS

End-to-end management solutions for customers seeking cost-efficient hosting solutions that deliver optimal site performance, enterprise-grade security, and 24/7 award-winning technical support.

Plans provide everything needed to build, deploy, manage, and maintain Wordpress sites on a single, cloud-based platform. Solutions are designed to simplify day-to-day site management, promote faster time to market, and significantly reduce total cost of ownership.



OVERVIEW OF PLATFORM TOOLS & FEATURES

Managed Services & Automation

- Automated WordPress Core, PHP & MySQL Updates
- Managed Enterprise Infrastructure from Google Cloud
- Automated WordPress Updates (Core, PHP, Themes/ Plugins)
- Automatic Daily Site Backups
- LetsEncrypt SSL Certificates w/ Automated Renewal
- Smart Plugin Manager (SPM) Automatic Plugin & Theme Updates
- Managed Web Application Firewall
- Automated Google Core Web Vitals Reporting

Build, Develop & Deploy

- Development, Staging & Production Environments for All Sites
- Flexible Site Copy Tools
- Local the #1 Local Development Tool for WordPress
- SSH Gateway Access & WP-CLI
- Bulk Updates for All Sites on Account
- Update Rollback Failsafes
- WordPress API & WP Engine Platform API
- Media Library & DAM Integrations
- Reusable Content Blocks

Security Tools & Features

- Advanced DDoS Protection & Managed WAF
- Proactive Security Patching & Plugin Risk Scans
- Auto-Renewing SSL & SSH Access
- Seamless Login & 2 Factor Authentication
- Access Logging & Error Logging

Speed & Performance Tools

- Global CDN, Smart Routing & Image Optimization
- Proprietary EverCache Technology
- Page Speed Boost (PSB)

Monitoring & Alert Features

- Proactive Performance Monitoring & Alerting
- Site Uptime Monitoring & Alerting

Customer & Technical Support

- Premium Support
- White Glove Onboarding & Migration Support
- 24/7 Technical Support by Phone and/or LiveChat
- Technical Expertise Across the Stack





PLAN RECOMMENDATIONS & PRICING

RECOMMENDED PLAN

P3 - PREMIUM PLAN (Google Cloud / Single Tenant)

Plan Includes :

- Managed Enterprise Infrastructure from GCP
- Automated WordPress Updates (Core, PHP, Themes/ Plugins)
- DEV / STAGE / PROD Environments for Each Site
- Automated Daily Backups
- LetsEncrypt SSL Certificates w/ Auto-Renewal
- Cloudflare Global Edge Security (GES)
- Page Speed Boost Improves PageSpeed Score
- Smart Plugin Manager (SPM) Auto Plugin/Theme Updates
- Cloudflare Global CDN, Smart Routing & Image Optimization
- Site Monitoring
- GeoTarget
- 24/7 Premium Support
- Genesis Pro & Blocks Pro

PLAN PRICE BREAKDOWN

- MONTHLY SUBSCRIPTION = \$2,650 / MONTH
 - X 12 Months = \$31,800

Discount Rate = 8% (\$2,544)

ANNUAL SUBSCRIPTION = \$29,256 / YEAR

OPTIONAL TOOLS & FEATURES

SMART SEARCH

Smart Search allows customers to replace the default WordPress Search on their sites, increase the accuracy of their search results, and have a lot more control over how search works on their site. **Click for Product Details & Documentation :** <u>https://wpengine.com/support/wp-engine-smart-search</u>

Customer & Technical Support :

- Premium Support
- White Glove Onboarding & Migration Support
- 24/7 Technical Support by Phone and/or LiveChat

Technical Limits :

- 300GB Local Storage
- Bandwidth Limit : Unlimited
- Traffic Limit : 500K 1M Monthly Visits
- Site Limit : 10 Live Sites

Uptime SLA & Terms of Service :

- Enhanced SLA / 99.99%
- Enterprise Terms of Service

\$700 / Month





PLAN RECOMMENDATIONS & PRICING

PLAN WITH MORE RESOURCES

P4 - PREMIUM PLAN (Google Cloud / Single Tenant)

Plan Includes :

- Managed Enterprise Infrastructure from GCP
- Automated WordPress Updates (Core, PHP, Themes/ Plugins)
- DEV / STAGE / PROD Environments for Each Site
- Automated Daily Backups
- LetsEncrypt SSL Certificates w/ Auto-Renewal
- Cloudflare Global Edge Security (GES)
- Page Speed Boost Improves PageSpeed Score
- Smart Plugin Manager (SPM) Auto Plugin/Theme Updates
- Cloudflare Global CDN, Smart Routing & Image Optimization
- Site Monitoring
- GeoTarget
- 24/7 Premium Support
- Genesis Pro & Blocks Pro

PLAN PRICE BREAKDOWN

- MONTHLY SUBSCRIPTION = \$3,700 / MONTH
 - X 12 Months = \$44,400

Discount Rate = 8% (\$3,552)

ANNUAL SUBSCRIPTION = \$40,848 / YEAR

OPTIONAL TOOLS & FEATURES

SMART SEARCH

Smart Search allows customers to replace the default WordPress Search on their sites, increase the accuracy of their search results, and have a lot more control over how search works on their site. **Click for Product Details & Documentation :** <u>https://wpengine.com/support/wp-engine-smart-search</u>

Customer & Technical Support :

- Premium Support
- White Glove Onboarding & Migration Support
- 24/7 Technical Support by Phone and/or LiveChat

Technical Limits :

- 400GB Local Storage
- Bandwidth Limit : Unlimited
- Traffic Limit : 2M 2.5M Monthly Visits
- Site Limit : 10 Live Sites

Uptime SLA & Terms of Service :

- Enhanced SLA / 99.99%
- Enterprise Terms of Service

\$875 / Month



PLATFORM SECURITY

WORDPRESS-SPECIFIC SECURITY THAT PROTECTS YOUR BUSINESS & BRAND

Enterprise customers enjoy fully managed platform security that ensures the safety of their websites and the protection of their brands. WP Engine blocks 26B attacks a year with proactive threat detection, and automatically run plugin, core, and PHP updates. In addition, our in-house Security Team scans the risk and compliance landscape for the most up to date threats to ensure your site's never compromised.

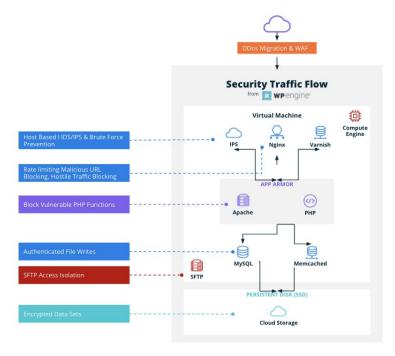
GLOBAL EDGE SECURITY

Global Edge Security is a high-performance advanced security solution designed to keep your sites secure while delivering a faster experience for your customers. Global Edge Security, provides a managed Web Application Firewall (WAF), advanced DDOS Mitigation, Cloudflare CDN, and SSL Installation for the highest level of protection.



WP ENGINE SECURITY FEATURES INCLUDE :

- Managed Web Application Firewall (WAF)
- Advanced DDoS Mitigation
- Encrypted Global Network Routing
- Federated Identity Solutions
- Firewall
- Malware Scans
- Real-Time Threat Detection
- Intrusion Prevention/Detection
- Brute-Force Protection
- Prevents Unauthenticated File System Access
- Single-port DB Access
- Daily Backups
- SSL/TLS 1.3





WHITE-GLOVE ONBOARDING & PREMIUM SUPPORT

TAILORED SERVICES THAT ENSURE STRESS-FREE SITE LAUNCH & LONG TERM CUSTOMER SUCCESS.

WP Engine provides 'white-glove' onboarding services for all new Enterprise and Premier customers. From start to finish, our experienced team of Onboarding Technicians will work hand-in-hand with your team to ensure a smooth transition to the WP Engine platform, and guarantee successful site launch.

KICKOFF	MIGRATION	GO-LIVE	POST GO-LIVE ANALYSIS
Discuss goals and site	 Migration guidance. 	Guidance on updating	• 30-day Check-In.
requirements. Review onboarding timeline.	 Technical Health Assessment provided. 	DNS, domain settings, and ordering SSL.	Site performance and
U		 Monitor site during go-live 	health diagnostics.
Overview of DNS requirements, Technical	Guidance for customer	process.	 Server health and metric
Health Assessment, and	load testing.		 Handover to 24/7
platform tools.	 Go-Live preparation. 		Support.

The WP Engine Onboarding Team consist of experienced WordPress technicians ready to help ensure successful site launch. Areas that Onboarding Technicians can help include, but are not limited to the following :

- **New Account Setup** ٠
- **Platform Training & Best Practices** .
- Caching Rules & Caching Exceptions.
- Launch Readiness Assessments
- **Guidance on Load Tests & PEN Tests**

- SSL Certificate Transfers & Implementations ٠
- **Developer Workflows & Content Workflows** ٠
- **DNS Changes & Domain Settings** .
- **Go-Live Event Monitoring**
- Site Performance & Health Diagnostics

Front End (Google PSI)

15 Checks

- Mobile Score
- Desktop Score
- Core Web Vitals: Largest Contentful Paint (LCP)
- Core Web Vitals: Cumulative Layout Shift (CLS)
- Core Web Vitals: First Input Delay (FID)
- Eliminate render-blocking resources (Inline CSS/JS)
- Remove Unused JS
- Remove Unused CSS Minify CSS
- Minify JS
- · Serve images in next-gen formats (WebP / SVG)
- · Efficiently encode images
- Properly Sized Images

Server Performance

8 Checks

- Max CPU Load per Core
- Average CPU Load per Core
- 504 Error Count
- 502 Error Count
- Timeout 502 Error Count
- PHP Parse & Fatal Errors
- Apache Usage
- Percentage of Cached Traffic

Database

7 Checks

- Convert MyISAM to InnoDB
- Clean up orphaned data
- Number of database tables
- Top 10 largest tables
- Autoloaded data total
- Top 5 autoloaded options by size
- Object cache

13 Checks

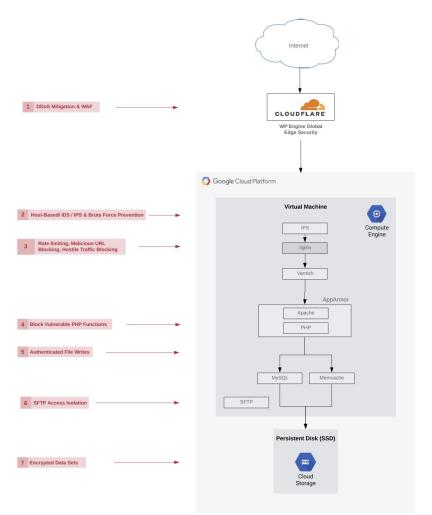
- Crons
- WP Core: version check
- WP Core: Verify checksums
- Plugin count
- Inactive plugins
- Plugin updates Insecure username
- Local backups
- · Non-standard directory paths:
- wp-content, temp
- Cache check
- DNS · 551
- Disallowed Plugins





SECURITY DIAGRAM - PREMIUM (GCP)

WP ENGINE PREMIUM SECURITY TRAFFIC FLOW DIAGRAM



Detailed Security Explanations

 DDoS Migitation & WAF - WP Engine's Global Edge Security, powered by CloudFlare is a "before-the-datacenter" active DDoS mitigation solution and WordPress-specific Web Application Firewall.

 Host-Based IPS w/ Brute Force Prevention - Our proprietary host-based Intrusion Prevention System processes traffic logs, recognizes malicious activity patterns, and dynamically updates IP blacklists and firewall rules based on these observed patterns. Subsequent requests from blacklisted sources are blocked.

 Rate Limiting - Rate Limiting prevents DoS attacks by using a session management algorithm to control the rate of requests sent by a client to the host.

Malicious URL Blocking - Many vulnerabilities allow attackers to use the URL as an attack vector by exploiting unvalidated user input. By blocking malicious URL patterns, we block common variants of input attacks such as Directory Traversal and SQL injection.

Hostile Traffic Blocking - Our pattern matching algorithms recognize hostile traffic patterns, block the traffic, and deny the request to prevent subsequent attempts from executing malicious actions.

4. Block Vulnerable PHP Functions - Many common system commands can be manipulated for malicious purposes by malware. Most blocked functions are not commonly used by plugins and themes, but are often used by malware to gain a foothold in a system or execute shell commands. By blocking these common functions, we have instituted layered defenses that prevent both the entry and the successful execution of a payload.

5. Authenticated File Writes - Vulnerabilities in non-protected environments can be exploited to allow unauthenticated users to write to PHP files. Attackers can exploit these vulnerabilities to execute a file containing mallicious code or gain access to other system components. Requiring authentication for write access prevents attackers from exploiting these write vulnerabilities to access or manipulate files.

 SFTP Access Isolation - Access isolation of SFTP instances restricts access to authorized SFTP users for your install. This protects the confidentiality and integrity of the customer's file system.

7. Encrypted Data Sets - All storage volumes are encrypted at rest with AES-256 bit industry standard encryption.



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!



DEPARTMENT:	Purchasing	NUME		
	Fulchasing	NOME		
DATE OF COURT MEETIN	NG:	6/24/2025		
ITEM:		VLK Architects. Phase II, F	acilities Assessment Phase II for vario Part 1 includes the Brazos Center, Cou I, Part 2 includes an envelope assessn 37.20.	rthouse, Sheriff's Admin.
TO:		Commissioners Court		
FROM:		Presley Nelson		
DATE:		04/01/2025		
FISCAL IMPACT:		True		
BUDGETED:		True		
DOLLAR AMOUNT:		\$428,437.20		
NOTES/EXCEPTIONS:		buildings. This assessmen to address the remediation the proposal and various b	approved a budget of \$500,000 this fis t will be followed by a solicitation for the of the findings. Phase two will include building envelopes. Multiple department of contract is fully budgeted.	e design and construction the buildings listed on
ATTACHMENTS:				
File Name			Description	<u>Type</u>
Brazos County Court Backu	p Info - Deferre	d Maintenance Phase 2.pdf	Backup Info	Backup Material

 Brazos County Court Backup Info - Deferred Maintenance Phase 2.pdf
 Backup Info
 Backup Material

 Brazos County Deferred Maintenance - CSISD_RFQ_Evaluation_Backup.pdf
 CSISD Contract
 Backup Material

 Partly Executed Proposal.pdf
 Partly Executed Contract
 Backup Material



Brazos County Deferred Maintenance – Phase 2

Professional Services Proposal – VLK Architects 04.07.2025 – Regular Session Prepared By: Trevor Lansdown, Director of Project Management

- 1. Background Information
 - a. Until Fiscal Year 2024, Brazos County had no Deferred Maintenance (DM) plan.
 - b. The County has only ever handled this work through the Capital Improvements Projects process and Operations & Maintenance budgeting from Facilities Services.
 - c. Over the years, we've all seen the degradation of our facilities, driving the need for a more structured deferred maintenance plan.
 - d. The Commissioner's Court approved a plan to budget \$10m per fiscal year to address DM items across the County's fleet of buildings. These funds were earmarked for future building evaluations, design fees, and construction costs.
 - e. The priority was set to evaluate and repair items starting with the Expo Complex in FY 25.
 - f. Phase two, which is currently being proposed, would include complete building evaluations of the following facilities:
 - i. Brazos County Courthouse
 - ii. Brazos County Sheriff's Office
 - iii. Brazos Center
 - iv. Brazos County Detention Center
 - g. Phase two also includes building envelope evaluations on the remainder of the County's buildings. The Administration Building was omitted as the envelope is being replaced in the upcoming remodel.
- 2. RFQ Info
 - a. As this was the County's first try at deferred maintenance, the Commissioners chose to leverage an existing RFQ solicitation advertised by College Station ISD, which was awarded to VLK Architects.
 - b. As we were pleased with the quality of work that was provided in the initial phase of the DM plan, we chose to again leverage the CSISD RFQ for Phase 2.
 - c. The original CSISD RFQ evaluation, as well as the current Phase 2 proposal, are both attached.
 - d. We will proceed as the Court desires; however, pausing now to re-solicit this work would likely push these evaluations into FY26, disrupting the County's DM plan.

3. Proposal Info

- a. Potential Award: VLK Architects
- b. Award Amount: \$409,337.20

College Station ISD

Request for Qualifications for Architect Selection RFQ 21-005

Shortlist for Interviews Meeting

22-Feb-21

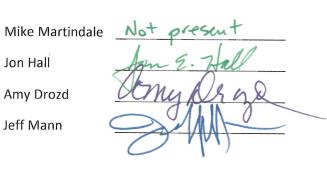
	Firm's	Personnel	Staff and	Quality of	Innovative	Project	Overall	Financial	Project	
	Experience	Experience	Workload	RFQ	Concepts	Approach	Reputation	Stability	Budget	Total
Firm Name	25%	20%	5%	5%	10%	5%	10%	10%	10%	100%
BRW	20	17	4	5	8	5	8	0	8	75
Corgan	21	16	4	4	9	4	8	8	8	82
Huckabee	23	18	4	5	9	5	9	8	9	90
IBI	21	16	3	4	7	4	7	8	8	78
Patterson	20	16	3	3	6	3	5	0	8	64
РВК	23	19	5	5	9	5	9	8	8	91
Pfluger	23	17	4	4	8	5	8	8	9	86
Plan North	18	16	3	4	7	4	8	0	8	68
Ramirez-Simon	10	10	2	2	6	3	7	0	6	46
Stantec	21	18	3	4	8	3	6	8	6	77
SZH	18	16	3	3	7	3	6	0	8	64
VLK	24	19	5	5	9	5	9	8	10	94

Recommended Firm(s) for Interviews: VLK, PBK, and Huckabee

Jon Hall

Amy Drozd

Jeff Mann



Josh Symank

Rene Ramirez

Carmella Shafer

Thad Lasater

oresen



College Station Independent School District

Success...each life...each day...each hour

MEMORANDUM

To:	Amy Drozd, Chief Financial Officer
From:	Jon Hall, Executive Director of Facilities for 2. Hall
Date:	March 2, 2021
Subject:	Consider selection of an architectural firm to serve as a resource for the Bond Planning Committee and to provide architectural services associated with any construction projects that may result from that planning process.
Agenda Item:	K-2

BACKGROUND

A Request for Qualifications (RFQ) for Architectural Services was circularized to the public requesting interested firms to submit their qualifications to the district. Twelve firms responded to the RFQ.

The submitted qualifications were evaluated by a committee consisting of the Chief Financial Officer, the Director of Business, the Director of Instruction, the Principal of Oakwood Intermediate School, the Executive Director of Facilities, and the Assistant Director of Facilities. The original twelve firms were then shortlisted to three firms who were invited for interviews on Monday, March 1, 2021. These three firms were VLK Architects, PBK Architects, and Huckabee Architects.

For the interviews, the original committee was increased by the addition of the Superintendent of Schools. This committee interviewed the representatives of the firms and evaluated them based on the criteria listed in the RFQ.

All three firms did very well in their interview, but ultimately the decision was made to choose VLK Architects as the official architectural firm for CSISD's upcoming bond planning process.

The firm of VLK Architects has a long history of providing excellent service to the District in the design of new schools as well as the design of many deferred maintenance and renovations projects across the district. The selection committee concluded that VLK Architects would be the appropriate firm to serve as a resource to the Bond Planning Committee and to provide architectural services associated with any construction projects that may result from that planning process. The final recommendation matrix with signatures of the committee members is attached.

RECOMMENDATION

It is recommended that the Board of Trustees of College Station Independent School District authorize the Superintendent or his designee to negotiate and execute a contract with VLK Architects to serve as a resource to the Bond Planning Committee and to provide architectural services associated with facilities included in a bond program that evolves from the work of that committee.

Jon Hall Executive Director for Facilities (979) 694-5660 1812 Welsh Avenue College Station, TX 77840 979-764-5400 -- www.csisd.org Mike Martindale Superintendent of Schools



COLLEGE STATION INDEPENDENT SCHOOL DISTRICT Statement of Qualifications: Architectural and Engineering Services

RFQ No. 21-005 | February 12, 2021

DIGITAL





February 11, 2021 Carmela Shafer, Purchasing Director College Station Independent School District 9304 Rock Prairie Road College Station, Texas 77845

Dear Ms. Shafer,

As a leader in educational design and planning, we are very excited at the opportunity to continue working with College Station ISD, whom we have enjoyed a long history with by providing the very best schools and facilities for the students of your District. VLK Architects, Inc. has practiced the art of designing the highest quality educational facilities for the past 35 years. We attribute this to our transparent communication with our clients. Serving as advisors, counsels and experts, we will instill trust in College Station ISD through educational advocacy and collaboration with your community.

As Principal-in-Charge of this project, I would be honored to lead the team for College Station ISD, managing the entire process from project initiation to completion. I can assure you that your projects will be given the individual attention they deserve by a team that is highly trained and seasoned in the design of functional educational spaces that complement the most innovative and creative environments. Furthermore, we are experts in bond campaign strategy and management. We have a strategic and focused approach that will lead your potential bond to victory and ensure you deliver on the promises you make to your community. We do not take the responsibility of these efforts lightly; therefore, we have assigned an unparalleled team of experts to College Station ISD that will ensure your success. We are very conscientious of our clients' needs and the dynamics of your district. Our internal corporate tagline is "Uncompromising Excellence."

Our work with school districts throughout the state fosters a profound understanding of the need to consistently meet our client's budget and schedule. We provide solutions specific to our clients' needs and the communities they serve. We know what it means to be responsible for your community's tax dollars, and how that relates to the way we must design your facilities that result in specific operational demands. This begins with industry experts. Our significant experience in school planning and design allows us to correlate demographic data with current capacities to forecast the impact of growth or decline on facilities, develop a schedule and cost of capital needs, evaluate educational appropriateness, and integrate the community's values and goals into facility investments. Our unique planning process, known as VLK| LINK®, includes a boots-on-the-ground/fact-based analysis of existing conditions, planning based upon your educational program, development of a consensus-based bond plan that aligns with the district's financial ability, and strategic implementation of a range of communications to constituents.

VLK Architects was founded on unparalleled service to our clients and I take great pride in executing upon that core value with every project in which I work. I take the opportunity to continue to partner with College Station ISD very seriously and being able to bring your renovation and capital improvement projects online would be as rewarding as has been designing new facilities for your District. As your principal contact person, you may reach me at 254.715.0389 (mobile) or via email <u>mfleming@vlkarchitects.com</u>. We greatly appreciate your consideration.

Sincerely, Melina E. Heming

Melissa Fleming, AIA Principal



FORT WORTH

HOUSTON

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tion

Current Work

Approaches

DEMOGRAPHIC INFORMATION

Demographic Information

Firm Name

VLK Architects, Inc.

Business Address (will work with CSISD)

20445 TX-249, Suite 350, Houston, TX 77070; 281.671.2300

Contact Person

Melissa Fleming, Principal-in-Charge mfleming@vlkarchitects.com 254.715.0389

Type of Organization S. Corporation

Years Firm has Been in Business 36 years

Former Company Name(s), if any, and year(s) established Vestal Loftis Kalista Architects, Inc. 1984

> (("VLK's designs are flexible, and strike a great balance between maintainability, practicality, and providing transformative learning environments."

Paul Miller



Financial Statements (Past three years)

Please see envelope included with VLK's submission marked "Confidential" for our most recent Financial Statement. We kindly ask that you do not copy or distribute this information, as VLK Architects is a privately held corporation.

Banking Institution Contact

VLK is confident in our ability to fulfill any and all obligations of the contract(s) if awarded. To verify our financial stability, we invite you to contact our banking institution:

Frost Bank Adam Palmer, Senior Vice President 817.420.5200 adam.palmer@frostbank.com

Amounts of Approved Credit Lines for Operational **Purposes** \$4 million

Director of Facility Services Clear Creek ISD

1. PERSONNEL

Personnel

A. Proposed Architects assigned to these projects

Name	Title	TX Reg. No.
Melissa Fleming	Principal-In-Charge	26313
Ken Hutchens	Chief Creative Officer	14334
Brian Heil	Project Architect	13651
David Craig	Project Architect	27073
John Klein	Principal Facility Conditions Assessment Team Lead	16433
Chad Davis	Senior Associate Programming Specialist	19411
John Novak	Associate Construction Administrator Assessment Team Lead	18857
Mike Mabry	Senior Associate Quality Assurance Director	13492

Please see the following pages for resumes for VLK's team for CSISD.

B. No. of Full-Time Employees in Firm

180 Employees

C. Engineer's Name and Firms

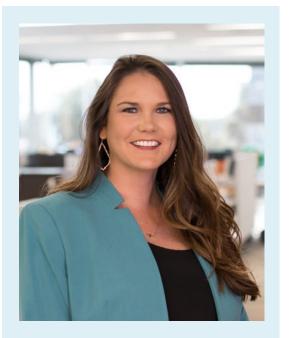
Name	Title	TX Reg. No.
Elaine Rogers	Structural	65566
Veronica Morgan	Civil	77689
Sean Holder	MEP	123403
Michael Rickelman	Technology	N/A
Bill Winning	ADA	N/A
Esther Halford	Cost Estimating	N/A
David Viera	Theatrical / Acoustical	N/A

Please see the following pages for resumes for each person listed above.

D. Would your firm have any objections to working with engineering consultants recommended by CSISD, if mutually agreed upon?

No, VLK has no concerns about this statement.

E. If in the last five years, your firm has been involved in litigation, either as a party or expert of witness, please describe such involvement in detail. Include the issues and outcome for each instance: N/A



Education Bachelor of Environmental Design, Texas A&M University, 2004

Registrations

Registered Architect, Texas Reg. No. 26313

Affiliations

Association for Learning Environments (A4LE) - Gulf Coast Chapter

American Institute of Architects, Houston Chapter

MELISSA FLEMING

Principal-in-Charge

As Principal-In-Charge, Melissa will be responsible for the management of the design team assigned to the client's projects. Melissa is a well-experienced architect who understands how to serve clients and execute projects holistically.

Relevant Experience

College Station ISD

2019 Facilities Assessment

- 2015 Bond Planning
- Spring Creek Elementary School
- River Bend Elementary School
- Greens Prairie Elementary School
- Wellborn Middle School
- Pecan Trail Intermediate School

Clear Creek ISD

2017 Facilities Condition Assessment and Bond Planning 2012 Facility Condition Assessment Main Transportation Center Renovations McWhirter Elementary School League City Elementary School Rebuild Additions and Renovations, Stewart Elementary School Campbell Elementary School

Waller ISD

2019 Bond Planning New Waller High School Additions and Renovations Waller High School CTE and Ag H.T. Jones Elementary School **Katy ISD** Robert and Felice Bryant Elementary School MayDell Jenks Elementary School

Award Winning Projects

Cypress-Fairbanks ISD Sue Gratehouse Pope Elementary School Katy ISD Catherine Bethke Elementary School



KE Chi As C desid

As Chief Creative Officer, Ken is involved in the development of design principles and strategy, for both VLK and on an individual project level. For more than 33 years, he has successfully completed a wide variety of project types including K-12 educational, university projects, religious facilities, health care facilities, commercial projects, and municipal facility projects. Ken firmly believes in a strong collaborative process and his work exhibits the ability to successfully translate client goals into innovative and thoughtful environments.

Relevant Experience

Education Bachelor of Architecture, Texas Tech University, 1986

Registrations

Registered Architect, Texas Reg. No. 14334

Affiliations

Association for Learning Environments (A4LE)

Board Member, Texas Leadership Center

Presentations

- 2019 Co-Presenter "Learning Spaces Matter: Students, Teachers, and Principals Perceptions of Student Engagement in New Learning Spaces," NSBA Conference; Philadelphia, Pennsylvania
- 2018 Co-Presenter "Impact of Learning Environments on Student Engagement" EDSpaces; Tampa, Florida
- 2018 Co-Presenter "Mental Health to Metal Detectors: Creating Safe School Environments for Students, Teachers, and the Community," Texas Association of School Administrators/Texas Association of School Boards Annual Conference; Austin, Texas
- 2018 Co-Presenter "Impact of School Design on Student Engagement," SxSWEDU Conference; Austin, Texas
- 2018 Co-Presenter "Designing the Learning Environment Using Student Learning Styles," Texas Association of School Administrators Midwinter Annual Conference; Austin, Texas

S

KENNETH HUTCHENS

Chief Creative Officer

College Station ISD

- 2019 Facilities Assessment
- 2015 Facilities Assessments & Bond Planning
- 2013 Facilities Assessments
- 2006 Facilities Assessments
- Additions, Oakwood Intermediate School
- Spring Creek Elementary School
- River Bend Elementary School
- Wellborn Middle School
- Pecan Trail Intermediate School
- Greens Prairie Elementary School
- Classroom Addition, A&M Consolidated Middle School

Clear Creek ISD

- McWhirter Elementary School
- 2017 Long-Range Facility Plan & Bond Planning
- 2012 Long-Range Facility Plan & Bond Planning

Lake Dallas ISD

2019 Bond Planning

Clifton ISD

Bond Planning

Pilot Point ISD

2020 Long Range Planning

Keller ISD

2018 Long Range Facilities Planning

Brazosport ISD

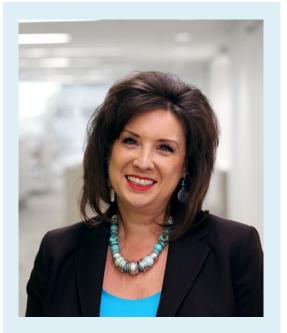
2019 Bond Planning

Ysleta ISD

- Facility Assessment and Bond Planning
- 2015 Educational Specifications and Bond Program
- Management

Sherman ISD

Bond Planning



Doctor of Education, Stephen F. Austin State University, 2004

Master of Education, Stephen F. Austin State University, 1994

Bachelor of Science in Interdisciplinary Studies, Stephen F. Austin State University, 1992

Texas State Board for Educator Certifications:

Superintendent

Mid-Management Administrator

Elementary Reading

Elementary Self-Contained

Early Childhood Education

Certified Appraiser, Texas Teacher Evaluation and Support System

Affiliations

American Education Research Association / Research of Women and Education's Woman of the Year

Association for Supervision and Curriculum Development

Association for Learning Environments (A4LE)

Texas Association of School Administrators

Board Member, Friends of Texas Public Schools

Katy ISD CTE General Advisory Council

DALANE BOUILLION, Ed.D.

Principal of Educational Planning

As VLK's Principal of Educational Planning, Dalane is responsible for ensuring that the design solution meets the needs of the district's educational program and that all spaces align with the curriculum. For VLK | CURATION®, Dalane studies district tools such as strategic plans, innovative district plans, goals for curriculum and instruction, current instructional methodologies, academic programs, and state data. These scaffold the firm's understanding in order to collaborate to form the foundation that will drive all aspects of design. Dalane shall remain involved through design development to ensure that our design team properly interprets the needs of the end-users. One of her greatest talents is to keep the team forward-focused as we imagine spaces necessary to serve future generations of students.

Relevant Experience

College Station ISD

Pecan Trail Intermediate School

Brazosport ISD

2019 Bond Planning

Hutto ISD

Modernizations and Improvements, Hutto Elementary Schools Additions and Renovations, Hutto and Farley Middle Schools Austin ISD Modernization, Brentwood Elementary School, Austin ISD Bells ISD

2018 Bond Planning

Keller ISD

2018 Long-Range Facility Planning Vista Ridge Middle School

Ysleta ISD

2019 Bond Planning and Program Management

Waller ISD 2019 Bond Planning

College Station ISD

Pecan Trail Intermediate School

Sherman ISD

New Sherman High School

Socorro ISD Reconstruction, Socorro High School

Award Winning Projects

Allen ISD STEAM Center

Katy ISD

Catherine Bethke Elementary School



Education

Bachelor of Environmental Design, Texas A&M University, 1990

Registrations

Registered Architect, Texas Reg. No. 16433 LEED® Accredited Professional 2006

Affiliations

American Institute of Architects

Rotary Club of Golden Triangle, Charter Member

City of North Richland Hills, Construction Code Board of Appeals, Place 5

Association for Learning Environments (A4LE)

Texas Society of Architects

JOHN KLEIN

Principal | Facility Condition Assessment Team Lead

John Klein will be responsible for the development and coordination of planning documents in collaboration with the project team. John will work directly with the Principal-in-Charge ensuring accurate and reliable information is compiled at each stage of the process.

Relevant Experience

Ysleta ISD

- 2015 Educational Specifications
- 2015 Bond Program Management
- 2019 Facility Assessment and Bond Planning
- 2019 Bond Program Management

Aledo ISD

- 2025 Long-Range Facility Planning
- 2014 Long-Range Facility Plan and Bond Planning

Alief ISD

2014 Facility Assessment

Hurst-Euless-Bedford ISD

Long-Range Facilities Assessment

Tarrant County Community College

Furniture Standards and Education Specifications

Technical Design Guidelines

White Settlement ISD

2012 Facilities Assessment

Corsicana ISD

2011 Facilities Assessment



Master of Architecture, University of Houston

Bachelor of Environmental Design, Texas A&M University

Registrations

Registered Architect, Texas Reg. No. 13651

NCARB Certification

LEED Accredited Professional, AP BD+C

Affiliations

American Institute of Architects

BRIAN HEIL

Project Architect

Brian will serve as the Project Architect leading the entire VLK design team and all consultants in creating the contract documents necessary for permitting and constructing the building. Brian brings decades of experience managing large teams and understands how to make appropriate, efficient decisions related to life safety, structural systems, energy code, and constructibility. His extensive experience with educational design will prove beneficial to College Station ISD by expediting the documents and minimizing mistakes.

Relevant Experience

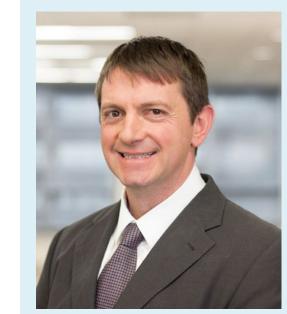
Waller ISD

New Waller High School

Katy ISD

CTE Additions and Renovations, Katy High School Athletic Additions and Renovations, Katy High School Olga Leonard Elementary School Amy Campbell Elementary School McElwain Elementary School Clear Creek ISD Additions and Renovations, Stewart Elementary School

Fort Bend ISD Bid Package 25



Relevant Experience

Education

Master of Architecture, University of Houston, 2015

Bachelor of Economics, University of Colorado at Boulder, 2003

Registrations

Registered Architect, Texas Reg. No. 27073

LEED Accredited Professional, Reg. No. 10941989

DAVID CRAIG

Architect

As a key member of the architectural staff, David will be responsible for ensuring a client's project is being executed on time and under budget. His main responsibilities will include coordinating with different consultants, working closely with the Principal-In-Charge, and providing support from the programming phase through construction documents.

Brazosport ISD

- Roberts Road Replacement Elementary School
- Brennen Elementary School
- Ogg Elementary School
- Renovations, Telge Ag, Eldridge Ag Science Resource Center, and Exhibit Center

Cypress-Fairbanks ISD

- Renovations, Sheridan Elementary School
- Renovations, Copeland Elementary School
- Renovations, Gleason Elementary School

Katy ISD

Gerald D. Young Agricultural Sciences Facility – Phase 1

Garland ISD

- Renovations, Lakeview High School
- Renovations, Handley Elementary School
- Renovations, Montclair Elementary School
- Renovations, Southgate Elementary School



Bachelor of Architecture: New York Institute of Technology, School of Architecture & Fine Arts

ASHAD SATCHU

Project Designer

Ashad will be responsible for turning the program of spaces into a design solution by listening to the designated owner's representative's goals and desires. Ashad will be responsible for creating and maintaining a dialogue with the district as well as handle material selection, detailed design, and approve all aesthetic applications during construction.

Relevant Experience

College Station ISD Wellborn Middle School Pecan Trail Intermediate School River Bend Elementary School Renovations, A&M Consolidated Middle School Renovations, Oakwood Intermediate School Lamar CISD

Renovations, Huggins Elementary School

Clear Creek ISD

Campbell Elementary School League City Elementary School Rebuild

Spring ISD

Ninth Grade Center at Dekaney High School

Tomball ISD

2014 Renovations at Various Campuses

San Antonio ISD

Additions and Renovations, Bowden Academy



CHAD DAVIS Senior Associate | Programming Specialist

Education

Master of Architecture, University of Texas at Arlington, 1998

Bachelor of Science in Architecture, University of Texas at Arlington, 1993

Registrations

Registered Architect, Texas Reg. No. 19411, 2006 LEED Accredited Professional, BD+C NCARB Certification, No. 61180

Affiliations

American Institute of Architects, Former Fort Worth Chapter President Texas Society of Architects U.S. Green Building Council

As the Programming Specialist, Chad will work with stakeholders to gather and analyze project data early in the design process to ensure the project will meet CSISD's needs. He will lead this information gathering exercise and work with the Principal-in-Charge to translate complex relationships into a road map for the rest of the project's design to follow. At each stage of the project, Chad will review the design for compliance with the goals of the established program.

Relevant Experience

Keller ISD

- 2018 Long-Range Facility Planning
- Additions and Renovations, Keller High School
- Timber Creek High School
- Vista Ridge Middle School

Ysleta ISD

- 2015 Bond Program Management
- 2019 Bond Program Management

Brazosport ISD

2019 Bond Planning

Aledo ISD

2025 Long-Range Facility Planning

Socorro ISD

- Reconstruction, Socorro High School
- 2016 Facility Assessments

Denton ISD

New Denton High School

Crowley ISD

Bill R. Johnson CTE Center

Pecos-Barstow-Toyah ISD

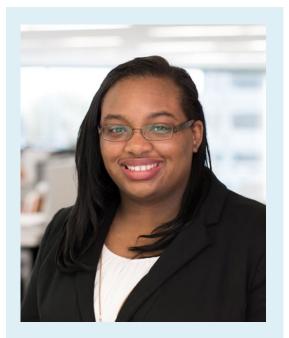
Long Range Facility Planning and Bond Planning

Hurst-Euless-Bedford

Long Range Facility Assessment

Clifton ISD

2016 Bond Planning



Master of Architecture, Louisiana Tech University, 2015

Bachelor of Science in Architectural Studies, Louisiana Tech University, 2014

AALIYAH STEVENS

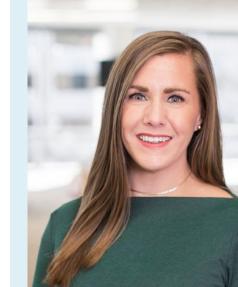
Project Coordinator | Assessment / Planning Team

As a key member of the architectural staff, Aaliyah will be responsible for correlating demographic data, evaluating educational adequacy, and calculating school capacities. With considerable experience working on assessments and planning throughout the State, Aaliyah will work with all team members to ensure a complete and comprehensive plan is executed for CSISD.

Relevant Experience

College Station ISD

Additions and Renovations, College Station Middle School Pecan Trail Intermediate School Additions and Renovations, A&M Consolidated Middle School Additions and Renovations, Oakwood Intermediate School Wellborn Middle School Renovations, South Knoll Elementary School **River Bend Elementary School** Pecan Trail Intermediate School Cypress-Fairbanks ISD Additions and Renovations, B.F. Adam Elementary School Columbus ISD Facilities Conditions Assessment Lockhart ISD Facilities Assessment and Bond Planning **Beeville ISD** 2019 Bond Planning Hutto ISD Additions and Renovations, Hutto and Farley Middle Schools



Education

Affiliations

Colette's responsibility to is to create a comprehensive, functional, and aesthetically pleasing interior environments for CSISD. She is a big believer in spaces that promote a healthy mental state, which she accomplishes through the use of design elements, material usage, and colors. Her vast knowledge of products and materials, as well as her excellent design skills, ensures that each client has a space that will not only function properly but will be a beautiful space for the client to enjoy for years to come.

Hutto ISD

Texas State University-San Marcos, 2015 Association of Commercial Real Estate

Professionals Commercial Real Estate Millennial Misses

Bachelor of Science, Interior Design,

Waller ISD

H.T. Jones Elementary School

Additions and Renovations, Waller ISD

Clear Creek ISD

Campbell Elementary School



COLETTE KING

Interior Designer

Relevant Experience

Hutto Elementary School Modernizations and Improvements

Galena Park ISD

Jacinto City Elementary School Replacement

Austin ISD

Brentwood Elementary School Modernization

Brazosport ISD

Brannen Elementary School

Cypress Fairbanks ISD

Copeland, Gleason, and Sheridan Elementary School Renovations

Lamar CISD

Thomas R. Culver III Elementary School

Fletcher Morgan Elementary School

Socorro ISD

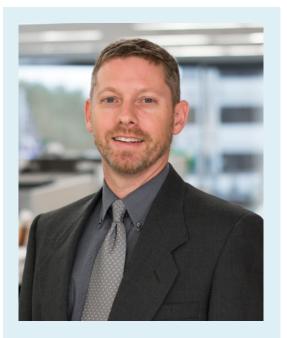
Reconstruction of Socorro High School

Waller ISD

New High School

Spring ISD

Dekaney High School Ninth Grade Center



Education Bachelor of Environmental Design. Texas A&M University, 1996

Registrations

Registered Architect, Texas Reg. No. 18857 LEED[®] Accredited Professional

JOHN NOVAK

Associate | Construction Administrator | **Assessment Team**

John will serve as part of the Assessment Team and will be responsible for coordination of field observation and development of cost data with VLK's internal team and subconsultants. John's outside-the-box thinking has led him to effectively collaborate with numerous clients and project teams, developing highly detailed assessment documents for multiple projects.

Relevant Experience

College Station ISD 2019 Facility Assessment Middle School Rebranding – Phase I Middle School Rebranding – Phase II Waller ISD 2019 Bond Planning Pecos-Barstow-Toyah ISD

Long-Range Facility Planning and Bond Planning

Lockhart ISD Facilities Assessment and Bond Planning

Columbus ISD Facilities Conditions Assessment

Clear Creek ISD

Additions and Renovations, Greene Elementary School

Renovations, Armand Bayou Elementary School Renovations, League City Elementary School

Additions and Renovations, Ross Elementary School

Austin ISD

Brentwood Elementary School Modernization

Cypress-Fairbanks ISD

Renovations, Emmott Elementary School Renovations, Bang Elementary School Renovations, Hamilton Elementary School Sue Gratehouse Pope Elementary School

Hutto ISD

Improvements at Four Elementary Schools



Education
Bachelor of Music, Northwestern
University, 1983
Deviaturations
Registrations
Construction Specifications Institute, Reg. No. 1094051
100.1004001
Affiliations
Construction Specifications Institute

TRACY LOFTIN

Senior Associate | Specifications Writer

Tracy is responsible for all project specifications, including outline and final contract specifications to be included in the project manual, along with the scheduling and allocation of department resources. She carries a high level of dedication to her work which is delivered easily through her high attention to detail. Tracy's leadership over the specifications department in research and implementation helps keep VLK Architects informed of current industry construction practices and materials.

Relevant Experience

College Station ISD

- Additions and Renovations, A&M Consolidated High School
- Additions and Renovations, Oakwood Intermediate School
- Additions and Renovations, A&M Consolidated Middle School
- Center for Alternative Learning
- Renovations, College Station Middle School

Eagle Mountain-Saginaw ISD

- Marine Creek Middle School
- Sarah Hollenstein Career and Technology Center

Clear Creek ISD

McWhirter Replacement Elementary School

Waller ISD

Additions and Renovations, Waller High School, Waller ISD

Crowley ISD

Bill R Johnson CTE Center

Cypress-Fairbanks ISD

Janet Brenner Hoover Elementary School

Arlington ISD

Dan Dipert Career + Technical Center

Denton ISD

Braswell High School

Houston ISD

Condit Elementary School

Keller ISD

Ridgeview Elementary School



Education Bachelor of Science in Architecture, University of Texas at Arlington

Registrations Registered Architect, Texas Reg. No. 13492

LEED Accredited Professional

Affiliations

American Institute of Architects

MIKE MABRY

Senior Associate | Quality Assurance Director

Mike will serve as Quality Assurance Director for the overall project. Mike establishes best practices for the firm and is continuously improving our details and specifications to ensure top performing buildings for our clients. He shall provide periodic reviews of the bidding documents and assist the team in solving problems.

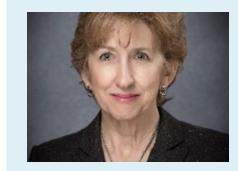
Relevant Experience

Lamar CISD Don Carter Elementary School Keller ISD Additions and Renovations, Keller High School Additions and Renovations, Fossil Ridge High School Crowley ISD Additions and Renovations, Multiple Campuses Bill R. Johnson CTE Center Athletic Additions, Crowley High School Athletic Additions, Crowley Ninth Grade Center Sherman ISD New Sherman High School Socorro ISD Reconstruction, Socorro High School Arlington ISD

Additions and Renovations, Sam Houston High School Additions and Renovations, Farrell Elementary School Dan Dipert Career + Technical Center

Eagle Mountain-Saginaw ISD

Additions and Renovations, Boswell High School



Education

Bachelor of Science, Civil Engineering, Texas Tech University, 1983

Bachelor of Architecture, Texas Tech University, 1983

Registrations

Education

1985

Master of Engineering, Civil

Texas A&M University, 1993

Bachelor of Science, Civil

Registrations

No. 77689

Engineering, Water Resources,

Engineering, Texas A&M University,

Professional Engineer, Texas Reg.

Certified Flood Plain Manager,

Texas Reg. No. 0617-04

Professional Engineer – Texas. New Mexico, Arkansas, Louisiana, Maryland, North Carolina, and Virginia

Houston ISD

VERONICA MORGAN Managing Partner | Mitchell & Morgan | Civil Engineer

Ms. Morgan will serve as the Project Manager for the civil design of this project. She has worked in the Bryan/College Station area for the past 34 vears and is extremely knowledgeable of all city codes and ordinances as well as the development process in the City of College Station. During this time with Mitchell & Morgan, LLP, she has managed, co-managed or supervised many projects that involved site planning and development work. She has extensive experience in site design, pavement design, drainage design, utility design and permitting.

Relevant Experience

College Station ISD

- Renovations, A&M Consolidated High School



ELAINE ROGERS Principal | Henderson Rogers | Structural Engineer

As Principal-in-Charge for structural engineering, Ms. Rogers will be responsible for the coordination and communication of work with other design team members. She will manage the projects finances, review invoices and oversee the production of the work. Elaine will provide quality control reviews and assist the Project Manager in developing specifications, notes and details.

Relevant Experience

College Station ISD

- **River Bend Elementary School**
- Pecan Trail Intermediate School
- Wellborn Middle School
- New Purchasing Warehouse
- Additions and Renovations, A&M Consolidated High School
- Renovations, A&M Consolidated Middle School
- Renovations, Administration Building
- Renovations, Cypress Grove and Oakwood Intermediate Schools

Additions and Renovations. Stephen F. Austin High School Mandarin Immersion Magnet School

- Yates Replacement High School
- Delmar Field House
- Ebbert L. Furr Replacement High School

- Pecan Trail Intermediate School **River Bend Elementary School**
- Wellborn Middle School
- College View High school
- Spring Creek Elementary School
- Creek View Elementary School
- College Hills Elementary School
- Forest Ridge Elementary School

Classroom Addition, Cypress Grove Intermediate School

Softball & Baseball Field Renovations, A&M Consolidated High School

Track Replacement, College Station Middle School

Athletic Facilities Additions and Renovations. A&M Consolidated **High School**

Bus Barn Parking Lot Rehabilitation



Bachelor of Science, Mechanical Engineering, St. Louis University, 2011

Registrations

Professional Mechanical Engineer, Texas Reg. No. 123403



SEAN HOLDER

Director of Mechanical Design | Salas O'Brien | MEP Engineering

Mr. Holder originally joined Salas O'Brien in July 2003. He left the firm in 2008 to complete his mechanical engineering degree and rejoined our team in 2011. He is now a Principal for the firm and the Director of Mechanical Design, where he is responsible for establishing and maintaining engineering standards, training engineers, and assisting the operation of the mechanical department.

Alief ISD

CTE High School

Elementary School

Elementary School

Elementary School

Elementary School

Early Childhood Center

HVAC Replacements, Mahany

HVAC Replacements, Hearne

HVAC Replacements, Smith

Renovations, Elsik High School

HVAC Replacement, Cummings

Relevant Experience

College Station ISD

- 2019 Facility Assessment
- River Bend Elementary school
- Renovations, Administration
- Building
- Renovations, A&M Consolidated Middle School
- Renovations, College Station
- Middle School Renovations, South Knoll
- Elementary School
- Boilers and Chiller Replacement

Education

Bachelor of Science, Electrical Engineering, University of Texas at Austin

MICHAEL RICKELMAN Project Manager | Salas O'Brien | Technology

Mr. Rickelman joined our firm in 2007 and is the project manager of a team whose focus in on new and renovated educational facilities, auto dealerships, and light commercial facilities. Before becoming a Project Manager, Mr. Rickelman worked as Lead Electrical Designer for a team focused primarily on new and renovated educational projects. He has managed the mechanical, electrical, and plumbing design for new and renovated schools, district stadiums, retail stores, auto dealerships, and recreational facilities.

Relevant Experience

College Station ISD

- A&M Consolidated Middle School
- Renovations, Administration Building
- College Hills Elementary School
- Renovations, A&M Consolidated Middle School and Oakwood Intermediate School
- Renovations, Oakwood Intermediate School & Cypress Grove Intermediate School
- Renovations, South Knoll

Elementary School

- **Elementary School**
- Elementary School and A&M Consolidated Middle School

Alief ISD

- Fine Arts Addition, Kerr High School
- Mahany Elementary School
- HVAC Replacement, Chancellor **Elementary School**



Education

Master of Fine Arts, Theatre Design, University of Texas at Austin

Bachelor of Fine Arts, Theatre Production, Texas Christian Universitv



Education Prairie View A&M University

DAVID VIERA Project Manager | WJHW, Inc. | Theatrical / Acoustical

Dave has worked in theatrical and opera production since 2004. His professional experience is in technical direction, rigging, and automation for universities, regional theaters, and Las Vegas showrooms. This combined knowledge of construction-based project management and theatrical design and production experience makes him an ideal resource for project collaboration. David has worked on numerous successful Independent School District projects throughout the years.

Renovations, Southwood Valley

Fire Alarm Upgrades, South Knoll

Relevant Experience

College Station ISD

Wellborn Middle School

Pecan Trail Intermediate School

Arlington ISD

Auditorium Renovations, Arlington High School

Auditorium Renovations, Lamar High School

Auditorium Renovations, Sam Houston High School

Auditorium Renovations, Martin High School

Auditorium Renovations. Bowie High School

Auditorium Renovations, Bowie High School

Auditorium renovations, Juan Seguin High School

Argyle ISD

Argyle Middle School

Aledo ISD

Auditorium Renovations Assessment, Aledo High School Renovations. North Dallas High School

ESTHER HALFORD Owner/President

Esther Halford is the owner and President/CEO of Halford Busby Construction Consultants. With over 30 years in the construction industry, Ms. Halford has developed a process in the delivery of her company's cost estimating practices that have rendered her company an average accuracy rate of +/-2.2. She oversees the entire life-cycle of each estimate to ensure that each is done with timeliness, accuracy that her clients have come to expect. She is completely hands on from initiation to completion.

Relevant Experience

College Station ISD

Additions and Renovations, A&M Consolidated High School

New Purchasing Warehouse

Center for Alternative Learning

Brenham ISD

Additions and Renovations, Brenham Middle School

Alton Replacement Elementary School

Austin ISD

Graham Elementary School Linder Elementary School

Fort Bend ISD

New High School No. 12 Additions. Madden Elementary School MEP Renovations at 12 School

Additions, Neil Elementary School

BILL WINNING Owner | Winning Way | TAS Consultant

We are Registered Accessibility Specialists in the State of Texas, licensed through the Texas Department of Licensing and Regulation – Architectural Barriers Program. We provide Plan Review and Site Inspection Services, as prescribed by our licensing requirements for Handicapped Accessibility. We are assisting building owners, managers, and legal professionals in determining compliance with the Federal ADA Standards. We are examining sites, where a pending Federal District Court, legal proceeding may have been filed to verify compliance and or assist in finding remedies for possible violations of law.

Registrations

Architectural Barriers Registered Accessibility Specialist #22

Certified Building Official

Building Code Official

ICC Commercial Combination Inspector

Commercial Energy Plan Reviewer & Inspector & Fire Inspector



Education University of Houston

CHRIS CLEMENTS Principal | FCA Designs, Inc | Food Service

Chris' broad working experiences in the food service industry make him a strong presence in the field of design. Chris has hands on experience in the areas of equipment design and fabrication, has worked for a restaurant supply firm as a designer and was a project coordinator with a food service facilities consulting firm in Tulsa, Oklahoma and California. Chris joined FCA design in 1983 as a Designer and now holds the title of President. Chris's designs often incorporate original uses of technological advances often overlooked by others in his field. From concept development to final observations, Chris maintains a working knowledge of every project.

Relevant Experience

College Station ISD	School
College Hills Elementary School	Victoria Walker Elementary
Creek View Elementary School	School
Forest Ridge Elementary School	Houston ISD
Greens Prairie Elementary	Piney Point Elementary School
School	Alief ISD
Pecan Trail Intermediate School	LeRoy Crum Stadium
Wellborn Middle School	Angleton ISD
River Bend Elementary School	Wildcat Stadium
Goose Creek CISD	
Bowie Replacement Elementary	

2. SCHOOL DISTRICT CURRENT WORK

Current Work for Public School Districts in Firm's Office

Status of Design Plans and Specs for Five Largest Projects:

Type of Project	Estimated Cost	Est. % Completed	Completion Date	Contact Person	Contact Person Ph. Number	Contact Person Email
Waller Junior High School Additions and Renovations	\$50,722,897	75% DD	Est. Jul 2023	Kevin Moran, Superintendent	936.931.3685	kmoran@wallerisd.net
Katy Elementary School No. 44	\$31,00,000	75% CD	Est. Jul 2022	Lisa Kassman, Executive Director of Facilities and Planning	281.396.2309	elisabethakass-man@katyisd.org
New Brazoswood High School	\$132,689,704	35% CA	Est. May 2022	Danny Massey. Superintendent	979.730.700	dmassey@brazosportisd.net
New Waller High School	\$158,000,000	37% CA	Est. June 2022	Kevin Moran, Superintendent	936.931.3685	kmoran@wallerisd.net
New Transportation Center	\$30,526,471	75% CD	Est. Dec 2022	Jody Doebele, Director of Project Management	281.517.6022	Jody.dobele@cfisd.net

All Other Projects Combined 38

\$818,326,941.87



June Davis Elementary School, Crowley ISD

3. CONCEPTS AND APPROACHES

A. Construction Observation

Job Site Visit Frequency

Our dedicated Construction Administrator visits job sites at least once a week during the construction phase as well as other members of our team. For some schedule sensitive projects, such as summer renovations, this will be much more often. Our approach is to ensure that our presence on site is as often as needed in order to allow the project to proceed in a timely manner.

Construction Administrator Involvement

Our construction administration is a team approach involving Melissa Fleming, our Principalin-Charge, Project Designer, Project Architect, and led and managed by the Construction Administrator. Our construction administrators have architectural degrees and their role within our firm is dedicated to full-time construction administration. We believe that this allows them to truly represent the goals and desires of the owner with an eye for long-term performance and contract requirements. Each construction administrator can office anywhere with a full complement of real time technology and access to our Web-hosted ProjectMates project management system, so that decisions can be expedited. Our construction administration begins with understanding the contract documents, the owner's expectations, and the contractor's agreement. Foundational documents are required prior to the first pay application. Long-established procedures and policies are put in place, so that each and every project is approached universally. All communication and directions are documented and distributed to the relevant parties. Conformed documents are utilized throughout, so that all parties are referencing real-time information. Our construction administrator will visit a job-site a minimum of once a week, but as often as needed, based upon construction activities. The design team consultants will make site visits as needed to monitor activities related to their scope of work.

> (("I have always enjoyed working with VLK Architects as they conduct their business professionally and deliver high quality services to the building owner."

Jon Hall

Executive Director of Facilities College Station ISD

B. Approach to Development of a **Functional Critical Path**

End-Date Scheduling

What became obvious early on in our practice was that it did not matter what our "preferred" schedule for a project was, the kids were coming to the building at the start of the school year and it had to be complete and operational for the districts use on that day. That drove us to develop our end date scheduling process.

Utilizing "end-date scheduling," we work back from a defined date and the construction timeline is estimated. A timeline is developed, identifying each design phase and bidding. Print and review dates will be identified to allow district personnel advance notice of critical response times that affect the schedule. VLK's history of meeting clients' time frames has been a hallmark of the firm. VLK's staff works as a team, allowing architects to be moved from one phase of work to another. As the project progresses, staff can be adjusted to meet the client's needs and schedules. VLK's teamwork approach and capabilities will ensure completion of College Station ISD's project on time.

Utilizing a step-by-step process through the design and production of a project VLK can maintain any critical path as established by the parameters of the project. This process develops a schedule at the initial phase of a project for the overall project and each phase within the project, allowing for owner review and coordination of the work of all consultants. We outline the schedule for Schematic Design, Design Development, Construction Drawings, Bidding and Construction. Within each of these phases we identify design meeting dates, board presentation dates, coordination and consultant meeting dates and any early release packages. As the project is developed, deviations which occur through the natural progression of the project are resolved with additional staffing and a plan of action for schedule recovery.

C. Innovative Designs that **Result in Operational Savings & Curriculum Support**

Throughout our partnership with College Station ISD over the years, we have worked together to investigate HVAC system updates that improve the overall efficiency and respond to the current energy codes, that ultimately reduce maintenance and operational costs.

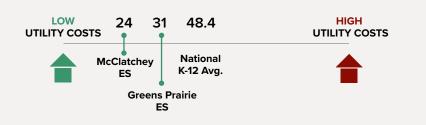
For example, historically the elementary schools have been served with packaged roof top units. When kicking off the design of River Bend Elementary, our team worked with CSISD Facilities and Maintenance personnel to propose a new system that reduced the number of packaged RTUs significantly by using a chilled and hot water system for the classroom and library areas. We accommodated the areas of the building that may need to operate outside of the chilled water system hours, such as Administration office area, Cafeteria, Gymnasium, etc. for after hours and/or summertime operation. These areas were addressed with various system types (DX, VRF) appropriate to the space and thus reducing the overall building energy consumption.

VLK understands that 80% of a building's costs occurs after construction and therefore performs operation and maintenance studies on our completed schools, studying the efficiency and maintenance costs of the materials and systems we utilize on our projects.

Operational Savings

VLK Architects understands our fiduciary responsibility to your community and district to deliver your projects within the funding limits that have been established and to help the district understand and analyze the scope, quantity and quality of the materials and systems that go into every project, ensuring that your campuses meet the expectations of your community, and are efficient to operate as well as maintain.

VLK utilizes the Energy Use Intensity (EUI) to monitor our buildings' operational costs. Historically in the State of Texas, public schools perform in an EUI range of 40-50, the lower the number, the less energy a building uses. Pope Elementary at Cy-Fair ISD has a EUI of 34, College Station ISD's Greens Prairie has a EUI of 31 and our Meyers Middle School at Denton ISD has a 23.5 EUI.



Energy Use Intensity (EUI)

Curriculum Support

VLK's designs are based on the curriculums of the districts where we work, it is one of the reasons that our buildings function, look and feel different from one district to another.

For the design of the Allen ISD STEAM Center we began with a study of the district through VLK Curation led be our Educational Planner Dr. Dalane Bouillion, Ed.D. This revealed the desire to create a STEAM Center that gave all of Allen ISD's students a chance to explore STEAM curriculum content. To further ensure the fulfillment of this objective, district and VLK representatives toured STEAM schools in the Seattle Washington area and Microsoft's Garage Lab. This information was then shared with a community based design team that developed the conceptual design of The Allen ISD STEAM Center serves grades K-12 throughout the district. Programs offered at the facility include engineering and robotics labs, computer labs, computer maintenance instructional programs, science and physics labs, math classrooms, and design studios for the architecture and interior design programs. An K-8 experience area will offer STEAM programs aimed at younger students. Collaboration spaces, common areas, and huddle rooms are provided through out the facility to provide a range of spaces for groups to collaborate on projects.

At our Energy Institute High School for Houston ISD, the first "energy" focused curriculum school in the Nation. Project-based learning (PBL) is utilized in the pathways of the geo sciences, alternative energy, and offshore technology for this 800 student campus. Working with the community based Project Advisory Team (PAT) which includes energy sector businesses, VLK Architects and Houston ISD organized a design charrette to establish the goals, priorities, and initial design concept for the project.

The resulting concept features a campuslike setting, mimicking many of the corporate campuses where energy students visit and intern during their high school education. PBL is supported through a variety of spaces including small classrooms, project rooms, and various collaboration spaces. An outdoor courtyard is the center of the campus with a shaded tiered collaboration area and outdoor instructional spaces. The design supports a technology rich campus that is part of the PowerUp 1:1 initiative and all instructional spaces are equipped with smart interactive monitors.

Bobby Summers Middle School is the newest middle school in Royse City ISD satisfies the district's desire for a secondary school with grade-level pods featuring grade-level collaboration spaces, and opportunities for students and teachers to choose from a variety of learning environments. A fastgrowth district, the construction of the new school allows the district to shift its grade configuration to a PreK-5 elementary, 6-8 middle, and 9-12 high school model – freeing up the two intermediate campuses for use as elementary schools.

Pope Elementary School is located in the Bridgeland master planned community of Cy-Fair ISD. Collaboration with the district's curriculum and facilities departments prioritized objectives including taking advantage of the site and master planned community amenities; ensuring design supported both acoustically sound pre-k/k classrooms and open concept older age classrooms; integration of green concepts for teaching and learning; and design to meet Texas Collaborative for High Performance Schools. Planning occurred with district curriculum and facilities staff to create a two-story building that embraces the district's open plan concept methodology utilized in all of its campuses. Next generation learning skills are realized in flexible collaborative spaces designed for mastery learning of content and development of soft skills. These transformative spaces evolve with students and transcend future teaching methods by extending each grade level pod via glass operable walls, and allow for large group, small group, and individualized student learning. They are equipped for both wet and dry projects, as well as progressing technology. Instructional tools were planned to support science curricula such as a cistern, solar array, and wind turbine.

Pope Elementary School, Cypress-Fairbanks ISD





TASA/TASB

OF DISTINCTION

HIGHEST HONOR IN PUBLIC EDUCATION **DESIGN AWARDS CONDIT ELEMENTARY**

2019 CAUDILL AWARD FINALIST DAN DIPERT Career + Technical Center



BUILDING DESIGN + CONSTRUCTION "GIANTS 300 Cepege Stat

AMERICAN INSTITUTE OF ARCHITECTS DESIGN AWARD

20 PRESENT PHILADELPHIA, PA

EDSPACES PRESENTATIONS DESIGNING **CULTURE** AS OPPOSED TO DESIGNING SPACES"



SXSW



"THE IMPACT OF LEARNING ENVIRONMENTS ON STUDENT ENGAGEMENT"

EDU

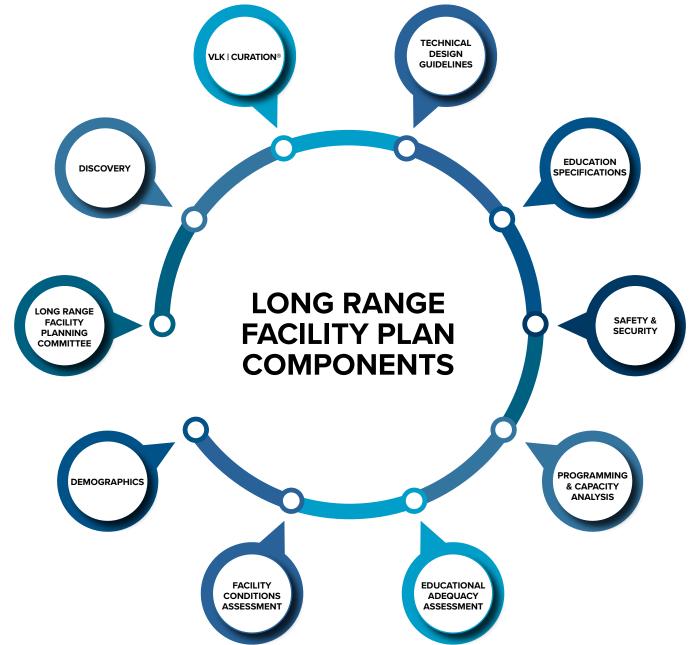
E. Working with School District Community Committees

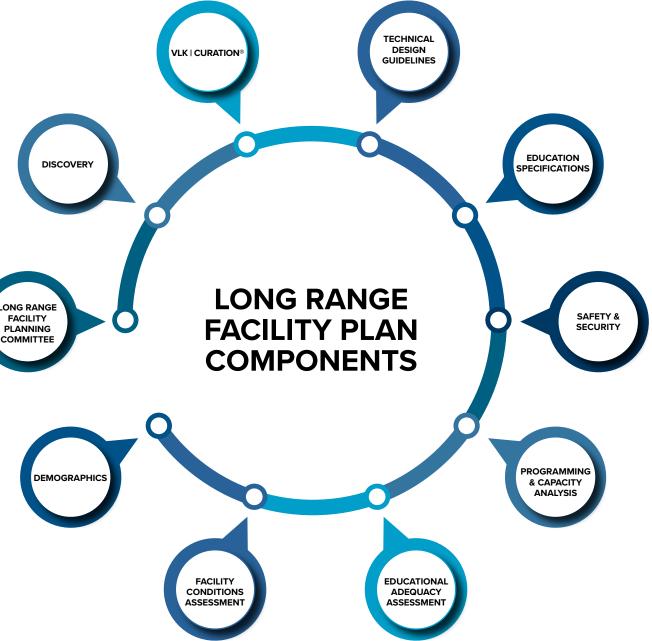
VLK | LINK®

VLK Architects has facilitated hundreds of dynamic, inclusive, and educational community, staff, and stakeholder engagement sessions designed to gather input and build support for school district projects. These sessions leave participants informed and excited about the possibilities for their district and the input that they have contributed to the process. This interactive approach is the foundation for identifying the specific needs of your district while leading to solutions that speak to what is important and unique about your community and district.

The following describes the full menu of VLK Link Vision-To-Vote that we will customize working with CSISD to engage your community, staff and stakeholders in the development of a long-range facility plan and bond planning.









Long Range Facility Planning Committee

Development of Long Range Facility Planning (LRFP) and Bond Planning is the story of your district and its needs begins with the very first planning meeting. The establishment of your narrative is critical to the community's understanding of your district's needs. We are strategic in how we set up the committee that will develop both the LRFP and Bond Plan, if it is needed. The process that is used to vet committee members is targeted in order to develop a strong healthy committee. We believe in working with the superintendent to identify key community representatives in key precincts and will vet your Bond and Community Advocacy Chair upfront so that they can observe and understand the content and decisions made by the District from the beginning.



Discovery

Prior to creating the LRFP, VLK Architects will work through our Discovery Process where along with your community and district representatives we will establish statistical and factual data to be utilized in creating your district's LRFP. Our Discovery Process consists of VLK | Curation, Technical Design Guidelines, Education Specifications, Safety & Security, Programming & Capacity Analysis, Facility Conditions Assessment, Educational Adequacy Assessment, and Demographics.



VLK | CURATION®

VLK | CURATION® studies district philosophy in order to adequately approach the collaborative Long-Range Facility Planning process that will conclude with a collection of thoughts including the Educational Specifications that will define expectations for future design needs in the district. By establishing a deep understanding of instructional goals, VLK Architects can respond appropriately to design needs. The team will be engaged in relevant conversation regarding information related to Curriculum and Instruction, District Leadership, Student Learning Styles, and how these important factors will influence the district's collaborative design process. Curriculum and Instruction Design Planning will be used to facilitate an in-depth discussion with the team regarding aspects of Curriculum and Instruction as they relate to the design process.



Technical Design Guidelines

This document states the general principles to be used in the design of schools with respect to systems, construction, materiality, and finishes with the objective of achieving design consistency, equity and quality, and which can be effectively, efficiently and economically managed through their life cycle. The goal of these guidelines is also to provide safe, functional and sustainable environments conducive to learning. They are comprised of all the technical requirements for construction of buildings for the District.



Education Specifications

Education Specifications are defined as the design standards and concepts to be used by the district to guide new facility construction and major space renovations to create engaging and effective learning environments aligned with district learning goals. The specifications define (both narratively and graphically) how learning may occur and establish performance expectations for district facilities by incorporating principles and strategies for successful teaching and learning within the built environment.



Safety & Security

VLK's Best Practices for School Safety & Security are tailored to each community, with the realization and understanding that the students', staffs', parents', and your community's sense of security in their schools is a top priority. We pledge that during the design of your projects, we will hold meetings with your First Responders, that they will be included in design meetings and building walk-throughs while projects are under construction, and ensure they know what they will need to anticipate in the event of an emergency at your campuses. VLK's Best Practices for School Safety & Security are scaffolded by our participation on the Texas Society of Architects School Safety & Security Workgroup, Governor Abbott's recommendations, the Texas State School and Safety Center, and Crime Prevention Through Environmental Design(CPTED). In addition, VLK has partnered with the National Alliance on Mental Illness Austin and MHMR Tarrant County Chapters to consider the effects of space on students', teachers', and administrators' mental health.



Programming & Capacity Analysis

In our programming analysis, we take a thoughtful and creative look at preferred adjacencies, number and sizes of spaces, types of spaces and how these spaces support your educational program. Our functional capacity study includes student-to-teacher ratios, class schedules, class offerings, special learning concepts, lunch rotation, and available square footage per instructional space in order to determine an accurate functional capacity.



A survey will be utilized by VLK Architects to evaluate the Educational Adequacy of each campus. The EAI survey is completed using floor plans, aerial imagery, and building walk-throughs. Multiple items in each of the categories listed above are evaluated based on the following scoring scale: 1=Poor 2=Below Standard 3=Meets Standard 4=Exceeds Standard 5=Exceptional. The assignment of scores are based on the District's Education Specifications, Texas Education Agency Guidelines, the district's Technical Design Guidelines, Association for Learning Environments best practices, and VLK's institutional knowledge of district facilities. Scores for each section are averaged and scores for each campus are averaged to produce this rating.



As part of the Long-Range Facility Plan, VLK performs facility conditions assessments of instructional campuses, district athletic facilities, administrative buildings, maintenance warehouse, grounds buildings, and transportation facilities. These assessments include the reviewing of as-built drawings, conducting site visits, reviewing district standards for new construction, applying knowledge of current building codes and architectural barriers rules (accessibility requirements).

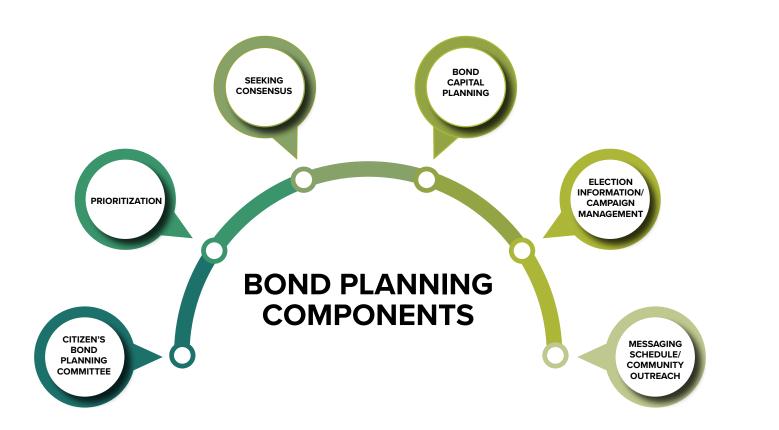
The gathered information is entered directly into our database and sorted into categories. Category 1. items that address deficiencies related to life safety, campus security, and/or accessibility. Category 2, items that address deficiencies related to building envelope (like roofing & windows), building systems (like HVAC or lighting), or other near term major maintenance needs. Category 3, items that address all other deficiencies not within Categories 1, 2 or 4. Category 4, items that address deficiencies related to maintenance items addressable directly by district staff. These categories are then summarized per campus and at a district level.

Cost Estimating

As solutions are being formalized during long-range facility planning, VLK comprehensively estimates opinions of probable project costs for each solution utilizing our construction cost data base, which collects construction costs from the bidding of all of our educational facilities, adjusts for regional and current market conditions including materials supply and inflation, and consideration of the scale and complexity of the project and delivery method. In addition, we monitor costs through a network of contractors and construction managers, professional cost estimators and professional organizations including the Associated General Contractors of America and Association For Learning Environments. Factors additionally considered include right-sized square footage and programming, appropriate unit costs, contingency, on-site and off-site costs, soft costs, furnishing, fixtures, and equipment costs. Properly calculating these costs are critical in reaching an overall potential bond value to ensure adequate funds for each project are included.

Demographics

VLK Architects will work with your demographer or provide demographic services to provide 10-year enrollment projections by grade and campus. By using your historical enrollment data, our team is able to establish cohort patterns of growth rates within your district. Finally, we research and track all active and future single family and multi-family developments within your district as a basis for future growth. All of this data results in the 10-year enrollment projections which are then rolled into our capacity analysis study.





Citizen's Bond Planning Committee

The LRFP Committee established at the beginning of the process will transition into the Bond Planning Committee. The Committee's collective knowledge and development of the LRFP is invaluable in working towards a bond. The Committee will work with the same ground rules as they did while working to develop the LRFP.



Prioritization

Generally, the district's needs exceed their ability or willingness to bond and this leads to a prioritization stage. An understanding of the district's bonding capability and tax impact along with the committee's perceived tolerance to a bond proposition will result in a target value for the bond. A debate for prioritization will ensue with the committee ultimately defining the highest priority initiatives to present the Board of Trustees. This debate is healthy and productive and provides some real insight into what their neighbors will be thinking. It is essential that the Board of Trustees support the findings of the committee.



Seeking Consensus

Historically, a Voter Model process has been used for bond planning meetings which requires people to choose "Yes" or "No" only. VLK utilizes a Consensus Model process for bond planning which seeks for members to feel as though they received something that they wanted creating more support for the bond and engagement in finding solutions. This model pushes the "No" vote to a neutral position, allowing members to feel invested because they are walking out as not only educated but as advocates for the bond.

Communication Methods: The way we conduct the meetings changes the way committee members perceive their task, creating an environment of holistic solutions, support for the bond, and community engagement.

Historic Voter Model: "If I don't agree with everything, I will veto this package." "If I don't get everything I want, I won't agree to anything." Creates "winners" and "losers" Fragmented committee with focus on the aspects of the bond that they don't want.

VLK Consensus Model: "If there is one thing I can agree with, I will approve the package." Everyone might not get everything, but everyone will get something. Forces them to say "I like almost everything!" Pushes the "no" vote to "I am not happy, but I am neutral"

Community Surveys Gauge Support: Proposed committee resolutions can be tested at this time for community acceptance through surveys. The results can help gauge bond value or tax rate increase tolerance, understanding of needs versus wants and the general willingness of the community to support the proposal.

Targeted Approach

Test the Temperature

Provide a Road Map to Victory!

Identify Key Messages



Bond Capital Planning

Bond Counsel: VLK is experienced in assisting Bond Counsel with adjusting projects costs relative to financing capability.

Project Scheduling: Project schedules must be reconciled with the original opinions of probable costs to ensure that appropriate inflationary factors are included.

Proposition Strategy: The most effective strategy accounts for voter awareness and accomplishes the projects in the bond when unforeseen circumstances arise.

Financing Options: The team will advise the Bond Counsel on best financing options available, taking into consideration tax implications and inflation.

Election Information & Campaign Management

Once the Bond is called, the referendum moves from the planning phase to the election phase. Converting from the Citizen's Bond Planning Committee into the PAC is essential because the committee members are invested and understand the information which guarantees a swift seamless transition into the PAC during the election phase. Our support of the District (Information) Campaign and PAC (Advocacy) Campaign is strategic, coordinated; the key is to get the "YES" vote out to the polls.



Messaging Schedule/Community Outreach

VLK assists both campaigns by developing a messaging schedule to pro-actively plan weekly themed events along with social media and website efforts to get the word out to the community. We will coordinate and plan training/workshops for school board members and district officials, and PAC leaders in order to teach messaging. We fully support preparation for committee meetings, community presentations, and provide graphics and clip art for printed materials such as hand-outs, signage, and postcards.

The best strategy is based on gaining community confidence and developing trust in the school district. Our goal is to have a citizenship that is educated about, and understands the district's mission, theory of action, student outcome goals, and the facts regarding a bond through citizen awareness and participation.

Complete Voter Analysis - A complete voter analysis will let the district know expected turnout for a particular election date as well as other important factors such as gender, age, geographic area, and party affiliation. With this information it is easy to make some educated assumptions. For example, younger voters, women, and Democrats are much more likely to support a bond election. Combined with the Scientific Voter Survey mentioned below, looking at turnout in past elections in specific geographic locations, for example, will give us clues as to why a previous election turned out the way it did. It will also help determine whether we need to increase turnout in any specific area or within any specific demographic.

Scientific Voter Survey - A scientific voter survey should be done to gain much more insight into the level of support for an election. Telephone interviews are conducted amongst likely voters. Likely voters are based on voter history for your district. A telephone survey will measure very particular points of interest such as level of support for leadership, level of support for specific projects, or messages that voters need to hear in order to gain more knowledge regarding an election. This is a useful tool on its own or even more powerful when combined with a complete voter analysis. On its own a voter survey can help the district decide on messaging. Combined with a voter analysis, you can compare which subgroups are more likely to support the bond with which subgroups are more likely to turnout to vote. This becomes a key element for turnout.

Stakeholder Engagement - Communicating with voters before it is time to ask for something in return is essential. The idea is to create a movement of overall support for the district before we start talking about an election. We can create a program that engages community members and staff and is specifically designed to highlight all the wonderful things about your district. We should engage members of the community from specific geographical areas where support has been lacking in the past. District leadership should find out what is important to them by not only asking but being willing to listen and take appropriate action. Remember, if you do not tell your story, somebody else will.

Communications Consulting - The goal of communications consulting is to ensure your district has everything required to manage communications efforts during an election. The development and review of communications materials is crucial in ensuring that messages are delivered consistently and effectively.

Develop Communications Timeline / Coordinate Communications Activities - A communications timeline will be developed to make sure that all activities in relation to an election are successfully coordinated in house and with outside partners. This timeline becomes especially important in making sure that all work is completed, activities are coordinated, and resources are used wisely and efficiently.

Develop Campaign Plan - An effective campaign identifies the many subgroups in the population and creates messages specifically targeting those groups using a specific means of communication. Your messages should resonate with voters so they have a complete understanding of the impact an election will have on the entire school district.

Facilitate Team Meetings - Weekly

communications meetings involving district communications staff and leadership are crucial in the coordination of election-related activities. It is during this time when the entire team is together that progress on work is checked, questions are answered for the entire group, new information is brought forward and new strategies are discussed and incorporated into the overall timeline.

Develop Communications Strategies for

Leadership - Many leaders are brilliant strategists. They execute flawlessly, they know their audience, and they understand their messages. But some of these same brilliant strategists have an Achilles Heel: they can think strategically but cannot communicate strategically.

OUR PROCESS WORKS!

Ysleta ISD NOV 2019	\$425m
Waller ISD NOV 2019	\$295 m
Keller ISD NOV 2019	\$315m
Brazosport ISD MAY 2019	\$267m

When leaders have a vision for their district, but do not communicate it effectively, that vision might remain just an idea and never get acted upon or understood. If necessary, we will work to identify gaps in communication among district leadership and make sure that leadership is getting the help they need in order to effectively communicate and deliver a consistent message among many audiences within the community.

Collaborate with all External Partners - There are multiple facets to any campaign and many people working from different groups to inform the public regarding the elements of an election. It is crucial that someone act as a liaison to these civic groups to make sure that all activities are coordinated, and every group has the facts surrounding the elements of an election.

Lake Dallas ISD MAY 2019	\$105m
lowa Park CISD may 2019	\$24.5 m
Royse City ISD May 2018	\$60.2 m
Ysleta ISD NOV 2015	\$430.5m

4. INSURANCE

Insurance

carry professional liability insurance? Yes

Current Coverage: \$2 million per claim; \$4 million aggregate **Deductible Amount:** \$75,000

To what amount can you increase your coverage limits? \$5 million per claim; \$7 million annual aggregate Insurance Company Name: McLaughlin Brunson Insurance Agency Address: 12801 N. Central Expressway, Suite 1710, Dallas, TX 75243 **Telephone:** 214.503.1212

Claims and Omissions (Past Five (5) Years): No

B. If selected as the Architect/Engineer for this project, will you and your consultants provide the maximum professional liability insurance coverage and deductible established as shown per project? Yes

Consultant Insurance Companies

Mitchell & Morgan | Civil Arthur J. Gallagher Risk Management Services PO Box 1749, Spring, TX 77383 | 281.655.6702

Salas O'Brien | MEP/Technology

Lockton Companies 444 W. 47th Street, Suite 900, Kansas City, MO 64112 | 816.960.9000

WJHW, Inc | Theatrical / Acoustical **Risk Strategies** 12801 North Central Expy, Suite 1710, Dallas, TX 75243 | 214.503.1212

Halford Busby | Cost Estimating Speck Insurance & Financial Services 11511 Katy Freeway, Suite 415 | 713.467.1100

FCA, Inc. | Food Service V.T. Eckert, Inc. PO Box 2669, Glenview, IL 60025 | 312.621.2230

Henderson Rogers | Structural Ames & Gough 8300 Greensboro Drive, Suite 980, McLean, VA 22102 | 703.827.2277 Tab 4 I Insurance

A. CSISD intends to require the Architect/Engineer and his/her consultants to carry professional liability insurance for their involvement in the projects throughout the contract period and three years thereafter. Does your firm

5. CHANGE ORDERS

Change Orders

A. Review of Change Orders

Should the owner or contractor have a request for a change in the work, including adjustments in the contract time and/or contract sum, we shall properly prepare the required documents to submit the request for change and require submission of sufficient supporting data and information from the contractor so we can then properly evaluate the change and make a recommendation to the owner.

B. Cost of Change Orders

The cost of change orders are thoroughly reviewed to verify that the scope of work is properly accounted for and that the proposed costs are reviewed against similar costs already on the project, construction industry costs, and the requirements of the contract for construction. Once the change has been reviewed, a recommendation is provided to the owner for their review and consideration. VLK has a proven track record of working with contractors and owners to minimize the cost and impact of change orders on projects. VLK does not approve changes submitted for work unauthorized.

C. Construction Responsibility of Change Orders

Once the change has been approved by the Owner and the change order has been executed, the construction becomes the responsibility of the Contractor and is incorporated into the Contract Documents.

D. Omission by A/E or Their Team of Items Necessary for the Project

VLK Architects' policy is that an owner never pays for anything twice on a project. As an example VLK specified a standard height oven/range unit to be installed in an ADA height counter in a classroom at Windfern High School. This mistake was discovered after the casework was constructed and the range was delivered to the site. VLK paid to reconstruct the counter and provide a built-in oven with a surface mounted range top to allow for the ADA required height. The owner had already paid for the originally specified range/oven and therefore did not pay for the new range, oven, and casework.

"

"Keller ISD has worked with VLK for over 30 years now. VLK has assisted the district with great challenges created by rapid enrollment growth, changes with instructional philosophies, and aging facilities. They have a very creative design team, strong leadership personnel, and a willingness to work through any challenge that a client may be dealing with."

Hudson Huff Executive Director of Facilities, Keller ISD

6. SUBMITTALS

Submittals

A. Please list how your firm handles submittals

Submittals are a critical component of any project's success during construction. Submittals dealing with architectural components are submitted directly to VLK and reviewed by the construction administrator of the project initially for compliance with the project drawings and specifications. The submittal is then reviewed by the Project Architect/ Coordinator for design intent. Once reviewed, the shop drawings are returned to the contractor for ordering materials, or if not approved, for correction and resubmittal. During this review period, we also furnish the owner a copy for review and any owner comments on the submittal are included when it is returned to the contractor. Submittals for other trades than architectural are submitted directly to our consultants for review. Upon review completion by the consultant, they are then forwarded to VLK for review and then transmitted back to the contractor. Again, the owner is allowed and encouraged to review the submittal during this time.

B. Normal turnaround time for a submittal

Normal turnaround time for submittals is two weeks. If requested by the contractor, VLK Architects can provide one day review period for critical submittals.

C. Please list how your firm responds to questions or requests for information from the contractor

Questions and Requests for Information must be submitted in writing; they are reviewed by a construction administrator or consultant and then returned to the contractor. All RFIs are also copied to the owner so they are aware of all items on a project.

D. Normal turnaround time

Normal turnaround time for RFIs is 1-3 days.



Energy Institute High School, Houston ISD

7. REIMBURSABLES

Reimbursable Expenses

Reimbursables allowed by contract are passed through to the owner for payment. Reimbursable expenses typically include Texas Accessibility Standards Plan Review, third-party building plan reviewer, printing, long distance phone calls, courier service including overnight shipments, renderings, and consultants' reimbursables.

((

"Beyond their amazingly talented school architects, VLK has experts in communications, curriculum, academics, graphic design, video production and elections. They bring a comprehensive team to make sure that your community believes in your project and then delivers on what they promise."

Kevin Worthy



Don Carter Elementary School, Waller ISD

Superintendent, Royse City ISD

8. BASIC SERVICES

Basic Services

VLK provides all of the following as Basic Services: Bond Planning - Facilitation Included Facility Condition Assessments Educational Adequacy Assessments Architectural Services Programming & Master Planning Construction Administration Interior Design Visualization Sustainability



June Davis Elementary School, Crowley ISD

Items not included as part of Basic Services:

American with Disabilities Act Audit/Review ADA

Acoustical Evaluation

Energy Audits

Environmental/Hazardous Material Inspections

Traffic Engineering

Roof Consulting Services

Civil Engineering

FF&E Selection

9. REFERENCES

References/School District Experience

COLLEGE STATION

A&M Consolidated and College **Station Middle Schools and South Knoll Elementary School Additions** and Renovations

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$2,586,246 Square Ft: Varies by Campus Date Completed: Aug 2018 Managing Principal: Melissa Fleming Project Architect: Monika Castillo Scope of Services: Renovations included relocating temporary classrooms, landscaping upgrades, and asbestos removal. Renovations also created additional collaboration spaces at College Station Middle School

General Contractor: Webber Commercial Construction (formerly Pepper Lawson); Garth Hammett; 281.907.8600

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Civil Engineer: Mitchell & Morgan; Veronica Morgan; 979.260.6963 Structural Engineer: Henderson

Rogers; Brian Frey, Project Engineer; 713.430.5853

CSISD Stadiums Lighting Upgrades

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$550,000 Square Ft: N/A Date Completed: Est. Jul 2021 Managing Principal: Melissa Fleming Project Architect: Melissa Fleming Scope of Services: Lighting

upgrades to district stadiums MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Artificial Turf Replacement

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$1,200,000 Square Ft: 154,000 sf Date Completed: Est. Jul 2021 Managing Principal: Melissa Fleming Project Architect: Melissa Fleming Scope of Services: Turf Replacements across the district

CSISD Central Office Modification

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$73,289 Square Ft: 1,000 sf Date Completed: Mar 2018 Managing Principal: Melissa Fleming Project Architect: Monika Castillo Scope of Services: Renovation to the



Central Office to provide a corridor to allow increased circulation throughout the facility. MEP Engineer: Salas O'Brien; Sean Holder; 281.664.1900

Cypress Grove Intermediate Fire Alarm Replacement

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$94,400 Square Ft: N/A Date Completed: Jul 2018 Managing Principal: Melissa Fleming Project Architect: Melissa Fleming Scope of Services: Replacement of existing fire alarm system in Cypress Grove Elementary School MEP Engineer: Salas O'Brien: Sean Holder; 281.664.1900

Middle School Rebranding Phase I

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$1,729,569

Wellborn Middle School, College Station ISD

55

Square Ft: 94,500 sf

Date Completed: Aug 2019 Managing Principal: Melissa Fleming Project Architect: Monika Castillo Scope of Services: This project included the rebranding of A&M Consolidated Middle School and College Station Middle School. The scope focused on the "public" areas of each campus and consisted of new finishes and fixtures, including paint and flooring, throughout the reception area, corridors, restrooms, gyms and cafeteria, as well as new room identification signage. MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Renovations to South Knoll **Elementary School**

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$2,198,440 Square Ft: 57,315 sf Date Completed: Aug 2019 Managing Principal: Melissa Fleming Project Architect: Aaliyah Stevens Scope of Services: This project included new lay-in ceilings, new fire alarm system, new paint, new flooring, and the renovations to existing restrooms.

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

A&M Consolidated MS and South Knoll ES Fire Alarm Replacement

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$2,198,440 Square Ft: N/A Date Completed: Jul 2019 Managing Principal: Melissa Fleming Project Architect: Melissa Fleming Scope of Services: Fire alarm replacement at existing middle and elementary schools. MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Middle School Rebranding Phase II

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities: 979.764.5400 Construction Cost: \$5,000,000 Square Ft: 193,300 sf Date Completed: August 2020 Managing Principal: Melissa Fleming

Project Architect: Aaliyah Stevens Scope of Services: This project completed the rebranding of A&M Consolidated Middle School and College Station Middle School. The scope included new finishes, including paint, flooring, doors, and replacement of casework, for all offices and classrooms throughout each campus. MEP Engineer: Salas O'Brien: Alan

Penn, Senior VP; 281.664.1900

Southwood Valley Elementary School Shade Structure

Location: College Station, TX Contact Person: Jon Hall, Executive Director of Facilities; 979.764.5400 Construction Cost: \$90,000 Square Ft: 5,200 sf Date Completed: June 2019 Managing Principal: Melissa Fleming Project Architect: Aaliyah Stevens Scope of Services: New shade structure at Southwood Valley **Elementary School**

ARLINGTON ISD

Berry, Rankin, and Roark **Elementary Schools Renovations**

Location: Arlington, TX

Contact Person: Richard Flores, Staff Architect; 682.867.7616 Construction Cost: \$10,845,215 Square Ft: Varies by Campus Date Completed: Oct 2018 Managing Principal: Sloan Harris Project Architect: Jamie Barnes Scope of Services: The renovations at Berry, Rankin, and Roark Elementary Schools

include deficiencies and life cycle replacements, adding secured vestibules, and adding one Strings and two STEM classrooms at each school.

General Contractor: Reeder General Contractors, Inc: Wes Reeder, President & CEO; 817.439.2022

MEP Engineer: Reed, Wells, Benson & Co; Travis Beamon; 972.788.4222 Civil Engineer: MJ Thomas

Engineering; Andrew Gooding; 817.732.9839 Structural Engineer: Ponce-

Fuess Engineering; Lucas Ponce; 469.310.2860

Blanton and Crow Elementary Schools & Carter Junior High School Renovations

Location: Arlington, TX Contact Person: Richard Flores, Staff Architect; 682.867.7616 Construction Cost: \$9,212,363 Square Ft: Varies by Campus Date Completed: Aug 2018 Managing Principal: Sloan Harris Project Architect: Lloyd Condon



Scope of Services: Renovations to Blanton and Crow Elementary Schools and Carter Junior High School include deficiencies and life cycle replacements, adding secured vestibules, addressing ADA compliance issues throughout each campus, roof replacements, water fountains, ceiling replacements, mechanical upgrades, along with some site work.

General Contractor: Reeder General Contractors, Inc; Wes Reeder, President & CEO: 817.439.2022

MEP Engineer: Reed, Wells, Benson & Co; Travis Beamon; 972.788.4222 Structural Engineer: Ponce-Fuess Engineering; Lucas Ponce; 469.310.2860

AUSTIN ISD

Reilly Elementary School Renovations

Location: Austin, TX Contact Person: Laura Gass, Austin ISD/Square One; 512.414.8940 Construction Cost: \$689,304 Square Ft: 1,300sf Date Completed: Aug 2019 Managing Principal: Richard Jaynes Project Architect: William Webb Scope of Services: Renovations to enclose exterior corridors, HVAC replacements, and provides an accessible sidewalk to play area. General Contractor: Rovce Construction Co. Inc.: Ronnie

Tschatschula: 512.388.3004 MEP Engineer: JonesDBR Engineering; Steve Butler; 512.637.4393

Civil Engineer: ACR Engineering; Ricardo Troncoso, President; 512.440.8333

Structural Engineer: Datum Engineers; Marty Sloan; 210.858.2880

AZLE ISD Silver Creek Elementary School **Additions and Renovations**

Location: Azle, TX



Contact Person: Todd Smith, Assistant Superintendent District Operations; 817.444.3235 Construction Cost: \$9,375,585 Square Ft: 35,188 sf Date Completed: Aug 2018 Managing Principal: Clinton Schiver Project Architect: Golnaz Keshavarzi Scope of Services: Additions and renovations including an activity room and additional classrooms. General Contractor: Buford-Thompson, Sammy Martin, President: 817.467.4981 MEP Engineer: Reed, Wells, Benson, and Co.; Nathan Hart; 972.788.4222 Civil Engineer: MJ Thomas Engineering; Brad Lehman; 817.732.9839 Structural Engineer: JQ Engineering;

Carlo Taddei; 817.546.7200

BELLS ISD Renovations

Location: Bells, TX Contact Person: Joe Moore. Superintendent; 903.965.3600 Construction Cost: \$7,300,494 Square Ft: 16,228 sf additions; 62,947 sf renovations Date Completed: Dec 2019 Managing Principal: Ross Rivers Project Architect: Zack Sprinkle Scope of Services: New

Tab 9 | References/School District Experience

Ogg Elementary School, Brazosport ISD

Bells High School Additions And

administration with secured vestibule and controlled entry. Expansion of cafeteria/commons areas. Kitchen expansion with added second serving line. Additions of new science classroom/lab combos and a new library.

General Contractor: Buford-Thompson, Keith Ruffner; 817.467.4981

MEP Engineer: B&H Engineers, Inc.; Jason Madison; 214.496.1670

Civil Engineer: Teague, Nall, and Perkins, Inc.; Mike Wilson; 817.336.5573

Structural Engineer: Dunaway Associates, Inc.; Ryan Gilmore; 817.335.1121

BIRDVILLE ISD

Gym Additions to Smithfield Middle School

Location: Birdville, TX Contact Person: Conan Mathson, Senior Officer - Design and Construction Bond and Capital Improvements. Construction Cost: \$8,780,000 Square Ft: 25,000 sf Date Completed: Aug 2020 Managing Principal: John Klein Project Architect: Josseph Duran Scope of Services: New gymnasium addition to existing middle school campus. General Contractor: Ratcliff

Construction; 972.432.9969

MEP Engineer: Reed, Wells, Benson and Co.; Nathan Hart; 972.788.4222

Civil Engineer: Teague, Nall, and Perkins, Inc.; Tom Rutledge, Principal; 817.336.5773

Structural Engineer: Dunaway Associates, Inc.; Nick Heinlen; 817.335.1121

BRAZOSPORT ISD

BISD Miscellaneous Renovations -Package B

Location: Clute, TX Contact Person: Alec Journeay, Director of Planning and Construction; 979.790.7141 Construction Cost: \$6,020,233 Square Ft: N/A

Date Completed: Aug 2017 Managing Principal: Monika Castillo Project Architect: Frank Lopez Scope of Services: Miscellaneous additions and renovations throughout the district to include safety and security updates, exterior improvements, and compliance updates to Rasco Middle School, Polk Elementary school, and Clute Intermediate School. Renovations to Freeport Intermediate School included resurfacing of track and landscaping upgrades.

General Contractor: Sterling Structures; Jay Carlton; 713.827.7447 MEP Engineer: DBR Engineering; Erik MacDonald; 713.914.0888

Civil Engineer: Kelly R. Kaluza & Associates; Llarance Turner; 281.341.0808

Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

BISD Miscellaneous Renovations -Package C

Location: Clute, TX Contact Person: Alec Journeay, Director of Planning and Construction; 979.790.7141 Construction Cost: \$2,000,000

Square Ft: N/A

Date Completed: Aug 2018 Managing Principal: Monika Castillo Project Architect: Jazel Fontanilla Scope of Services: Various renovations and improvements to two district high schools, three intermediate schools, two middle schools, and three elementary schools.

General Contractor: Sterling Structures; Jay Carlton; 713.827.7447 MEP Engineer: DBR Engineering; Erik MacDonald; 713.914.0888 Civil Engineer: Kelly R. Kaluza & Associates; Llarance Turner; 281.341.0808 Structural Engineer: Matrix Structural

Engineers; Jay Khayrattee, Principal; 713.664.0130

CLEAR CREEK ISD

Stewart Elementary School Additions and Renovations

Location: League City, TX Contact Person: Paul Miller. Director of Facilities Services; 281.284.0000 Construction Cost: \$17,800,376 Square Ft: 90.184 sf renovations. 20.330 sf additions Date Completed: Aug 2019 Managing Principal: Melissa Fleming

Project Architect: Brian Heil Scope of Services: Additions include 12 new classrooms, and a new pre-k wing with six classrooms. General Contractor: ICI Construction: Bart Cobb; 281.355.5151

MEP Engineer: DBR Engineering; Will Meister, Project Manager; 713.914.0888

Civil Engineer: WD Engineering; Will Wilkinson; 713.426.3477

Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

Main Transportation Parking Lot Replacement and Renovations

Location: League City, TX Contact Person: Paul Miller, Director of Facilities Services; 281.284.0000 Construction Cost: \$17,800,376 Square Ft: 49,960 sf building renovations and additions; 989,000 sf of concrete parking and drives Date Completed: Est. Aug 2021 Managing Principal: Melissa Fleming Project Architect: Valeriya Kotova Scope of Services: This project included building additions for driver support offices and a large group space for department meetings and activities. Parking was expanded and reconfigured to allow capacity for 250 buses and 250 vehicles. The site development included new fueling stations for propane, diesel, and unleaded fuels, as well as a new bus wash bay.

General Contractor: Division One Construction, L.P.; Todd Hamby, President; 713.688.7330

MEP Engineer: DBR Engineering; Will Meister, Project Manager; 713.914.0888

Civil Engineer: WD Engineering; Will Wilkinson; 713.426.3477



Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

CYPRESS-FAIRBANKS ISD

Bang, Emmott, and Hamilton **Elementary Schools Renovations**

Location: Cypress, TX Contact Person: Jody Doebele, Director of Project Management; 281.517.6022

Construction Cost: \$19,710,000 Square Ft: Varies by Campus Date Completed: Aug 2018 Managing Principal: Todd Lien Project Architect: Rudy Starks Scope of Services: Interior renovations to classrooms, kitchens, offices, and corridors in three elementary schools. Renovations also included an updated exterior canopy for Emmott Elementary School.

General Contractor: Division One Construction, L.P.; Todd Hamby, President; 713.688.7330

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Civil Engineer: Brooks & Sparks, Inc.; Jim Eggleton; 281.578.9595

Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

Moore Elementary School Restoration

Location: Cypress, TX Contact Person: Jody Doebele, Director of Project Management; 281.517.6022 Construction Cost: \$14,937,981 Square Ft: 78,227 sf Date Completed: Jul 2018 Managing Principal: Todd Lien Project Architect: Barrett Nungesser Scope of Services: Rebuilding classrooms, installing new flooring and light fixtures, fresh paint, replacement of all casework, and new marker and tack boards throughout plus restoration of all



restrooms and the gymnasium. Addition of an administrative suite, kitchen expansions, a secure vestibule, enclosed atrium, and a front canopy addition. All new MEP and central plant equipment was installed.

General Contractor: Division One Construction, L.P.; Todd Hamby, President; 713.688.7330 MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900 Civil Engineer: Brooks & Sparks, Inc.; Jim Eggleton; 281.578.9595 Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

Cypress Creek High School Renovations

Location: Cypress, TX Contact Person: Jody Doebele, Director of Project Management; 281.517.6022 Construction Cost: \$9,162,231 Square Ft: 527,060 sf Date Completed: Jun 2020 Managing Principal: Melissa Fleming Project Architect: Rudy Starks Scope of Services: Renovations to Cypress Creek High School include renovations to the culinary arts area, complete renovation of the auditorium, band hall renovations, locker rooms, athletic training room, tennis courts, a new concession stand, and safety and security

Tab 9 | References/School District Experience

Dan Dipert Career + Technical Center, Arlington ISD

upgrades.

General Contractor: Division One Construction, L.P.; Todd Hamby, President; 713.688.7330

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900

Civil Engineer: Brooks & Sparks, Inc.; Jim Eggleton; 281.578.9595

Structural Engineer: Matrix Structural Engineers: Jay Khavrattee, Principal: 713.664.0130

DENTON ISD

Strickland Middle School Additions and Renovations

Location: Denton, TX Contact Person: Dr. Jamie Wilson, Superintendent; 940.369.0000 Construction Cost: \$40,000,000 Square Ft: 200,500 sf Date Completed: Est. Jul 2021 Managing Principal: Leesa Vardeman Project Architect: Jennifer Reinert Scope of Services: This new design continues the district's path to align its facilities and create a parity across all grade levels through the design of facilities based on its curriculum and instruction. This is the district's newest middle school. General Contractor: Balfour Beatty Construction; Damon Maldonado, Project Manager; 214.451.1000 MEP Engineer: Reed, Wells, Benson and Co.; Ken Fulk; 972.788.4222 Civil Engineer: Teague, Nall,

and Perkins, Inc.; Tom Rutledge, Principal; 817.336.5773 Structural Engineer: EIKON Consultant Group; David Isbell; 940.458.7503

Ryan High School Additions and Renovations

Location: Denton, TX Contact Person: Dr. Jamie Wilson, Superintendent; 940.369.0000 Construction Cost: \$42.113.396 Square Ft: Varies by Phase Date Completed: Est. 2021 Managing Principal: Sloan Harris Project Architect: Jason Blanks Scope of Services: The Ryan High School Additions and Renovations project includes a rebuild of the high school's auditorium and support performance spaces as well as renovations of the interior athletics areas and the football house to support all athletic programs. The project also includes capital improvements throughout the campus to modernize systems and finishes and replace elements that have exceeded their life cycle expectancy.

General Contractor: Wildstone Construction, LLC: 817.847.8660 MEP Engineer: Reed, Wells, Benson and Co.; Ken Fulk; 972.788.4222 Civil Engineer: Teague, Nall, and Perkins, Inc.; Tom Rutledge, Principal; 817.336.5773 Structural Engineer: EIKON Consultant Group; David Isbell; 940.458.7503

Guyer High School Additions and Renovations

Location: Denton, TX Contact Person: Dr. Jamie Wilson, Superintendent; 940.369.0000 Construction Cost: \$27,521,566 Square Ft: 493,393 sf Date Completed: Aug 2018 Managing Principal: Leesa Vardeman Project Architect: Don Steer

Scope of Services: Expansion of current high school to include an identifiable ninth grade center, and upper class academic wing with student entry, new band hall, and additions to the field houses General Contractor: Balfour Beatty

Construction; Damon Maldonado, Project Manager: 214,451,1000 MEP Engineer: Reed, Wells, Benson and Co.: Ken Fulk: 972.788.4222 Civil Engineer: Teague, Nall, and Perkins, Inc.; Tom Rutledge, Principal; 817.336.5773 Structural Engineer: EIKON

Consultant Group; David Isbell; 940.458.7503

Ryan High School and Denton **High School Softball Field** Improvements

Location: Denton, TX

Contact Person: Dr. Jamie Wilson, Superintendent; 940.369.0000 Construction Cost: \$3,799,240 Square Ft: N/A

Date Completed: Feb 2018

Managing Principal: Leesa Vardeman Project Architect: Sarah Gardner Scope of Services: High school softball field and stadium upgrades

at two high schools. General Contractor: Balfour Beatty

Construction; Garry Ryan, Project Manager; 214.451.1000 MEP Engineer: Reed, Wells, Benson

and Co.; Ken Fulk; 972.788.4222 Civil Engineer: Teague, Nall,

and Perkins, Inc.; Tom Rutledge,

stadium.

Thompson, Mike Trammell; 817.467.4981

Partners; Travis Piesker; 214.871.7010

Security Upgrades to Multiple Campuses

Location: Fort Worth, TX Contact Person: Dr. Jim Chadwell,



Principal; 817.336.5773 Structural Engineer: EIKON

Consultant Group; David Isbell; 940.458.7503

EAGLE MOUNTAIN-SAGINAW ISD

Boswell High School Athletics Additions And Renovations

Location: Fort Worth, TX Contact Person: Dr. Jim Chadwell. Superintendent: 817.847.2706 Construction Cost: \$27,000,000 Square Ft: 42.130 sf additions, 9.934 sf renovations

Date Completed: Aug 2020 Managing Principal: Leesa Vardeman

Project Architect: Bryce McCarthy Scope of Services: Total renovation and additions to Boswell High School athletic facilities including gymnasium updates, locker rooms, and improvements to the football

General Contractor: Buford-

MEP Engineer: Reed, Wells, Benson

Structural Engineer: L.A. Fuess

and Co.: Nathan Hart: 972.788.4222

Civil Engineer: Teague, Nall, and Perkins; Tom Rutledge, Principal; 817.336.5773

Turf and Athletics Package 021

Location: Sugar Land, TX Contact Person: Charles Dupre. Superintendent; 281.634.1000 Construction Cost: \$30,000,571 Square Ft: N/A

Superintendent; 817.847.2706

Construction Cost: \$800,000

Date Completed: Est. Dec 2021

Scope of Services: Safety and

security improvements at eight

Roofing Multiple Campuses

Contact Person: Charles Dupre,

Superintendent; 281.634.1000

Construction Cost: \$18,077,827

Date Completed: Est. Jul 2021

Project Architect: Chris Laack

General Contractor: Armko

President; 888.874.1388

Managing Principal: Chris Laack

Scope of Services: Re-roofing at

Industries, Inc; Rodney Ruebashm,

Location: Sugar Land, TX

MEP Engineer: Reed, Wells, Benson

and Co.; Nathan Hart; 972.788.4222

Square Ft: N/A

Project Architect:

campuses in EMS ISD.

FORT BEND ISD

Package 28

Square Ft: N/A

multiple campuses.

General Contractor: N/A

Date Completed: Est. Oct 2021 Managing Principal: Chris Laack Project Architect: Chris Laack Scope of Services: This project includes various turf replacements and athletic renovations across Fort Bend ISD. Projects include: replacement of scoreboards, motorized bleachers in high school gyms, replacement of gym padding, new soccer goals, batting cages, covering of all natural turf fields with synthetic turf, replacement / resurfacing of tennis courts, laundry



room additions, new basketball goals in competition gyms, track and field improvements, additions of 4-lane tracks at middle schools, and security fencing at fields. The work will include improvements at 11 high schools, 13 middle schools, and the district athletic complex.

General Contractor: Hellas Construction, Inc; Philip Gorman; 512.250.2910

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900 Civil Engineer: Kelly R. Kaluza & Associates; Llarance Turner;

281.341.0808 Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

FORT WORTH ISD **Diamond Hill-Jarvis High School New Fieldhouse**

Location: Fort Worth, TX Contact Person: Dr. Kent Scribner, Superintendent; 817.814.2000 Construction Cost: \$3,000,000 Square Ft: 9,000 sf Date Completed: Oct 2018 Managing Principal: Richard Jaynes Project Architect: Lauren Brown Scope of Services: New Fieldhouse for Diamond Hill-Jarvis High School General Contractor: Reeder General Contractors, Inc; Wes Reeder, President & CEO; 817.439.2022

60

Vista Ridge Middle School, Keller ISD

MEP Engineer: Solare Engineering; Tori Thompson, President; 817.529.6800 Civil Engineer: Pacheco Koch; Chris Tatton: 817.412.7155 Structural Engineer: JQ Engineer; Carlo Taddei; 817.546.7200

Dunbar High School Renovations

Location: Fort Worth, TX Contact Person: Dr. Kent Scribner. Superintendent; 817.814.2000 Construction Cost: \$23,100,000 Square Ft: 300 sf Additions, 109,475 sf Renovations Date Completed: Dec 2021 Managing Principal: Lauren Brown Project Architect: Niki Schoessow Scope of Services: Existing campus renovation to include restroom refurbishments, collaboration area integration and corridor renovations. The existing Library will be renovated to meet Fort Worth ISD's next generation learning model with large and small group collaboration. Science classrooms are renovated to better accommodate the new instructional model. The existing entry will be modified to meet the safety and security needs of the campus. The new and existing CTE programs will be renovated with new equipment and IT infrastructure upgrades.

General Contractor: Dunn-Phillips May; Stevi Alexander Herta;

214.389.7583

MEP Engineer: Meza Engineering; Victor Meza; 214.428.7744

Civil Engineer: Pacheco Koch; Chris Tatton; 817.412.7155

Structural Engineer: JQ Engineer; Carlo Taddei; 817.546.7200

Eastern Hills High School Additions And Renovations

Location: Fort Worth, TX Contact Person: Dr. Kent Scribner, Superintendent; 817.814.2000 Construction Cost: \$35.332.500 Square Ft: 44.645 sf additions. 202,973 sf renovations Date Completed: May 2021 Managing Principal: Lauren Brown Project Architect: Niki Schoessow Scope of Services: Addition to accommodate 12 science labs and classrooms with support and teacher lounges. Existing campus renovation to include restroom refurbishments, collaboration area integration and corridor renovations. The existing library will be renovated to meet Fort Worth ISD's next generation learning model with large and small group collaboration. The existing entry will be modified to meet the safety and security needs of the campus. The new and existing CTE programs will be renovated with new equipment and IT upgrades.

General Contractor: Cadence McShane Construction; Wade Wimbish; 972.239.2336

MEP Engineer: Meza Engineering; Victor Meza; 214.428.7744

Civil Engineer: Pacheco Koch; Chris Tatton; 817.412.7155 Structural Engineer: JQ Engineer; Carlo Taddei; 817.546.7200

GARLAND ISD

Jackson and Lyle Middle Schools, Cisnerose and Parsons Pre K Additions and Renovations

Location: Garland, TX Contact Person: Jess Hudson, Director; 972.597.4109 Construction Cost: \$15.996.255 Square Ft: Varies by Campus Date Completed: Dec 2019 Managing Principal: Ross Rivers Project Architect: Brian Sahrmann Scope of Services: Miscellaneous additions and renovations at multiple campuses. General Contractor: Reeder General Contractors, Inc; Wes Reeder, President & CEO; 817.439.2022

MEP Engineer: Meza Engineering; Victor Meza; 214.428.7744 Civil Engineer: RLK Engineering; Ronny Klingbeil; 972.359.1733 Structural Engineer: L.A. Fuess Partners; Travis Piesker; 214.871.7010

HUTTO ISD

Hutto Elementary Schools Improvements

Location: Hutto, TX

Contact Person: Brandon Cardwell, Director of Construction and Facilities: 512.759.3771 Construction Cost: \$6,958,268 Square Ft: Varies by Campus Date Completed: Est. Aug 2021 Managing Principal: Tim Kunz Project Architect: Alex Nelson Scope of Services: Modernize areas at four elementary schools with new finishes, infrastructure, amenities, and energy efficient construction to be equitable with the new elementary schools in the district.

These renovations will provide

next-generation learning and collaborative environments for both teachers and students. General Contractor: Baird/Williams Construction; Cody Brooks, Contractor Project Manager; 254,773,3499

MEP Engineer: EMA Engineers; Mike Cork: 903.330.5345

Civil Engineer: Dunaway Associates; Sarah Willis; 512.306.8252

Structural Engineer: Hendix Consulting Engineers: Byron Hendrix; 512.218.0060

Modernizations to Hutto Memorial Stadium

Location: Hutto, TX Contact Person: Brandon Cardwell, Director of Construction and Facilities; 512.759.3771 Construction Cost: \$16,000,000 Square Ft: 800 sf field storage, 3,600 sf concessions, 5,500 sf pressbox, 10,000 seat capacity Date Completed: Est. Sep 2021 Managing Principal: Tim Kunz Project Architect: Alex Nelson Scope of Services: Hutto Memorial Stadium Improvements to provide for seating capacity of 10,000 including new visitors field house, new concession and restroom facilities for home and visitors side. renovated scoreboard, new multilevel press box with filming deck, and site improvements to support these facilities.

General Contractor: Joeris; Robert Conti; 512.920.0338



Timber Creek High School, Keller ISD

Civil Engineer: Dunaway Associates; Sarah Willis: 512.306.8252

Structural Engineer: Hendix Consulting Engineers; Byron Hendrix; 512.218.0060

IOWA PARK CISD

WR Bradford Elementary School Cafeteria Addition/Connection

Location: Iowa Park, TX Contact Person: Steve Moody, Superintendent; 940.592.4193 Construction Cost: \$695,000 Square Ft: 6,676 sf renovations, 3,764 sf additions

Date Completed: Mar 2021 Managing Principal: Ross Rivers Project Architect: Ross Rivers Scope of Services: Renovations will provide an enclosed connection from the classroom wing to the cafeteria which will include a collaboration space and additional cafeteria seating areas. General Contractor: Steele &

Freeman Inc; Darrell Benton, VP of Operations; 817.232.4742

MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888 Civil Engineer: ClayMoore Engineering; Matt Moore;

Structural Engineer: Dunaway Assocaites; Jennifer Douglas; 469.296.3121

817.458.8996

Ethyle Kidwell Elementary School Admin Addition

Location: Iowa Park, TX Contact Person: Steve Moody, Superintendent; 940.592.4193 Construction Cost: \$558,000 Square Ft: 3.071 sf Date Completed: May 2021 Managing Principal: Ross Rivers Project Architect: Jacob Rhodes Scope of Services: Site improvements will include the redesign of the main driveway and student drop-off area to improve traffic flow and pedestrian safety.

Additions will provide a secured entry vestibule with administration offices. Renovations will include repurposing the existing administration area to include a new nurse's office and teacher work room. General Contractor: Steele & Freeman Inc; Darrell Benton, VP of Operations; 817.232.4742 MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888 Civil Engineer: ClayMoore Engineering; Matt Moore; 817.458.8996 Structural Engineer: Dunaway Assocaites; Jennifer Douglas; 469.296.3121

Iowa Park High School Renovations

Location: Iowa Park, TX Contact Person: Steve Moody, Superintendent; 940.592.4193 Construction Cost: \$1,151,557 Square Ft: 17,564 sf Date Completed: Oct 2020 Managing Principal: Ross Rivers Project Architect: Ross Rivers Scope of Services: Renovations will provide new interior finishes in the main corridors, main entry, and auditorium entry. General Contractor: Steele & Freeman Inc: Darrell Benton, VP of Operations; 817.232.4742 MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888

Tab 9 | References/School District Experience



Civil Engineer: ClayMoore Engineering; Matt Moore; 817.458.8996 Structural Engineer: Dunaway Assocaites: Jennifer Douglas: 469.296.3121

WF George Middle School Addition and Renovations

Location: Iowa Park, TX Contact Person: Steve Moody, Superintendent; 940.592.4193 Construction Cost: \$12,496,500 Square Ft: 44,326 sf additions, 18.837 sf renovations Date Completed: Aug 2021 Managing Principal: Ross Rivers Project Architect: Jacob Rhodes Scope of Services: Additions and renovations include site improvements, demolition of 1940's wing, 1957 band hall/fine arts building, and partial demolition of the 1975's addition. Addition will include new secure vestibule. General Contractor: Steele & Freeman Inc; Darrell Benton, VP of Operations; 817.232.4742 MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888 Civil Engineer: ClayMoore Engineering; Matt Moore; 817.458.8996 Structural Engineer: Dunaway Assocaites; Jennifer Douglas; 469.296.3121

JUDSON ISD

Miller's Point Elementary School Modernization

Location: Live Oak, TX Contact Person: Ruben Moreno, Facilities Planning Director; 210.945.5538

Construction Cost: \$4,176,205 Square Ft: 2,155 sf additions, 11,480 sf renovations

Date Completed: Aug 2021

Managing Principal: Tim Kunz

Project Architect: Tim Kunz Scope of Services: Interior renovations and a 13,000 sf classroom addition to accommodate pre-K through eighth grade students. Other renovations include re-roofing the building, security upgrades, new mechanical systems upgrades, exterior windows, new ceilings, and LED light.

General Contractor: Waterman Construction, LLC; Dave Balisacan, Contractor Superintendent; 210.762.5600

MEP Engineer: DBR Engineering Consultants; Zac Morton; 210.546.0200

Civil Engineer: Intelligent Engineering Services: Trent Miller: 210.349.9098

Structural Engineer: Intelligent Engineering Services; Trent Miller; 210.349.9098

KATY ISD

Pattison and Golbow Elementary Schools Renovations

Location: Katy, TX Contact Person: Lisa Kassman, Executive Director of Facilities and Planning; 281.396.2309 Construction Cost: \$28,067,732 Square Ft: Golbow ES: 92,831 sf, Pattison ES: 108,343 sf Date Completed: Aug 2018 Managing Principal: Todd Lien Project Architect: Brad Ewing Scope of Services: Two elementary

school renovations including total renovation of interior finishes, carpet, paint, ceiling, mechanical systems, fire sprinkler system, new kitchen renovations, ADA restroom updates, renovations to the admin and life skills, as well as enhancing the security vestibules.

General Contractor: Brookestone: Stephen J. Dishman, President; 713.683.8800

MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900 Civil Engineer: Pacheco Koch; Kyle

Whitis; 281.883.0103 Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

Katy High School CTE Additions and Renovations

Location: Katy, TX

Contact Person: Lisa Kassman, Executive Director of Facilities and Planning; 281.396.2309 Construction Cost: \$6.411.152 Square Ft: 53,743 sf Date Completed: Aug 2019 Managing Principal: Todd Lien Project Architect: Brad Ewing

Scope of Services: Two elementary school renovations including total renovation of interior finishes, carpet, paint, ceiling, mechanical systems, fire sprinkler system, new kitchen renovations, ADA restroom updates, renovations to the admin and life skills, as well as enhancing the security vestibules. General Contractor: Anslow Bryant

Construction; Garrett Wentreck, Senior Project Manager; 713.626.1216 MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900 Civil Engineer: WD Engineering; Will Wilkinson; 713.426.3477

Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

KELLER ISD

MEP and Life Safety Upgrades District-Wide

Location: Keller, TX

Contact Person: Hudson Huff, Chief Facility Services Officer; 817.744.1204 Construction Cost: \$16.877.952 Square Ft: N/A

Date Completed: Aug 2020 Managing Principal: Sloan Harris Project Architect: Lloyd Condon Scope of Services: MEP and life safety upgrades at Keller High School, Fossil Ridge High School, Bear Creek Intermediate School, Willis Lane Elementary School, and North Riverside Elementary School.

LAKE DALLAS ISD Lake Dallas Middle School

Location: Lake Dallas, TX Contact Person: Dr. Gayle Stinson, Superintendent; 940.497.8401 Construction Cost: \$12,686,544 Square Ft: 14,447 sf Additions, 12,639 sf Renovations Date Completed: June 2021

Managing Principal: Leesa Vardeman



Project Architect: Brian Sahrmann Scope of Services: These phased additions and renovations to Lake Dallas Middle School incorporate the strong traditions of Lake Dallas ISD while providing safe and secure facilities that address expansion in both enrollment and curriculum. The additions and renovations include the relocation of the field house and weight room so that they are seamlessly connected to the main building. The addition provides a fenced in outdoor practice area adjacent to the weight rooms. Renovations include the coaches' offices and locker rooms and create additional storage space for athletics. This project also creates the ability to access athletics separately, so the spaces can be used after school hours and site circulation was addressed for bus

and parent drop off. General Contractor: Steele & Freeman Inc; Darrell Benton, VP of Operations; 817.232.4742 MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888

Civil Engineer: Teague, Nall, and Perkins; Mike Wilson; 817.336.5773 Structural Engineer: L.A. Fuess Partners: Travis Piesker: 214.871.7010

Lake Dallas High School

Location: Lake Dallas, TX Contact Person: Dr. Gayle Stinson, Superintendent; 940.497.8401 Construction Cost: \$13.836.315 Square Ft: 14,954 sf Additions, 22,625 sf Renovations Date Completed: Aug 2021 Managing Principal: Leesa Vardeman Project Architect: Brian Sahrmann Scope of Services: Phase I of the additions and renovations to Lake Dallas High School includes a new front entry and major renovations the special programs area and administrative suite. Site improvements will include additional parking and new traffic flow at the main entry. In addition, there will



be landscape, irrigation, and utility upgrades. The addition will provide a secured vestibule and relocate of the administration to the front of the building. This new addition will also house some of the special education programs. Renovations will include relocating the remaining special programs to the existing administration area. Re-purposing of spaces in the classroom wing will also provide additional classroom space. Renovations will be done in the cafeteria and staircases connected to the bridge. Renovations will also provide improvements to the pre-function space near the auditorium General Contractor: Steele & Freeman Inc: Darrell Benton, VP of Operations; 817.232.4742 MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888

Civil Engineer: Teague, Nall, and Perkins; Mike Wilson; 817.336.5773 Structural Engineer: L.A. Fuess Partners; Travis Piesker; 214.871.7010

Roof Replacement & HVAC Improvements

Location: Lake Dallas, TX Contact Person: Dr. Gayle Stinson, Superintendent: 940.497.8401 Construction Cost: \$8,000,000 Square Ft: N/A Date Completed: Mar 2021 Managing Principal: Leesa Vardeman

Tab 9 | References/School District Experience

Spring Valley Conference Center, ESC Region 10



Project Architect: Brian Sahrmann Scope of Services: HVAC replacements at Lake Dallas High School, Lake Dallas Middle School, Corinth Elementary School, and Administration Building General Contractor: N/A

MEP Engineer: DBR Engineering; Kenny Roland; 713.914.0888 Civil Engineer: Teague, Nall, and Perkins: Mike Wilson: 817.336.5773 Structural Engineer: L.A. Fuess Partners; Travis Piesker; 214.871.7010

LAMAR CISD Band Hall Additions at LC High School and B.F. Terry High School

Location: Rosenberg, TX Contact Person: Kevin McKeever. Administrator of Operations; 832.223.0250 Construction Cost: \$1,000,000 Square Ft: Date Completed: Jan 2018 Managing Principal: Todd Lien Project Architect: Scope of Services: Additions and renovations to existing band halls, including rehearsal space. General Contractor: Drymalla Construction, Earl Pitchford; 281.342.3853 MEP Engineer: Salas O'Brien; Alan Penn, Senior VP; 281.664.1900 Civil Engineer: Kelly R. Kaluza & Associates; Llarance Turner;

281.341.0808

Structural Engineer: Matrix Structural Engineers; Jay Khayrattee, Principal; 713.664.0130

PLANO ISD

Shepton High School Additions and Renovations

Location: Plano, TX

Contact Person: Tony Pearson, Assistant Director of Facilities Services; 469.752.1484

Construction Cost: \$36,471,849 Square Ft: 91,425 sf renovations, 26,915 sf additions

Date Completed: Aug 2018

Managing Principal: Ross Rivers

Project Architect: Niki Schoessow Scope of Services: Extensive renovations to existing academic, administration, fine arts, library, kitchen, cafeteria, and storage areas. These renovations include architectural, structural, food service, plumbing, electrical, and mechanical disciplines. The additions to the facility will include a main entrance, administration, band, dance, and classroom areas.

General Contractor: Poque Construction; Zach Walker, Vice President; 972.529.9401

MEP Engineer: Reed, Wells, Benson & Co.; Ken Fulk; 972.788.4222 Civil Engineer: RLK Engineering; Ronny Klingbeil; 972.359.1733

Structural Engineer: L.A. Fuess Partners; Travis Piesker; 214.871.7010

REGION 10 ESC Spring Valley Conference Center

Renovations Location: Richardson, TX Contact Person: Dr. Gordon Taylor, Executive Director; 972.348.1750 Construction Cost: \$10,743,253 Square Ft: 37,744 sf

Date Completed: Apr 2019 Managing Principal: Ross Rivers Project Architect: Niki Schoessow

Scope of Services: This project included the complete remodel of the existing two-story conference center with a new lobby space that connects the office building to the conference center. This project has eleven conference rooms, a "robotorium," two meeting rooms, and a garage or maker space. General Contractor: Poque Construction; Zach Walker, Vice President; 972.529.9401 MEP Engineer: B&H Engineers; Jason Madison: 214.496.1676 Civil Engineer: RLK Engineering; Ronny Klingbeil; 972.359.1733

Structural Engineer: L.A. Fuess Partners; Travis Piesker; 214.871.7010

ROUND ROCK ISD

Renovations to Double File Trail Elementary School

Location: Round Rock, TX Contact Person: Barry Sikes, Project Manager; 512.464.5953 Construction Cost: \$6,150,000 Square Ft: N/A

Date Completed: Aug 2020

Managing Principal: Richard Jaynes Project Architect: Aaliyah Stevens

Scope of Services: This elementary school was constructed in 1985 so the roof and components of the HVAC system were reaching the end of their service life. The MEP scope includes the replacement of all major HVAC equipment, modifications to meet current fresh air requirements, and associated MEP upgrades. The existing split system in the

administration area is replaced with a Variable Refrigerant Flow (VRF) system to enhance temperature control in the individual offices and support spaces. All HVAC equipment will be tied into a new HVAC controls system. The existing roof system will be replaced with new Kynar finished, architectural metal roof, fascia and soffit panels. Insulation will be increased at the roof deck level to meet current building envelope requirements.

General Contractor: Satterfield & Pontikes Construction, Inc; Carlos Hernandez, Project Manager; 210.572.4700

MEP Engineer: Energy Systems Associates: Chris Carter: 512.258.0547

Structural Engineer: Datum Structural Engineers; Adam Kirk; 512.469.9490

Canyon Vista Middle School Concessions/Restroom Building

Location: Round Rock, TX Contact Person: Barry Sikes, Project Manager; 512.464.5953 Construction Cost: \$5,000,000 Square Ft: N/A Date Completed: Aug 2021 Managing Principal: Richard Jaynes Project Architect: Aaliyah Stevens Scope of Services: The scope

of work for this project includes the demolition of the existing restroom building which no longer met the needs of the District and construction of a New 1,660 SF combined Concession and Restroom



sf renovations

addition.

Builders Group: Bruce Helm. President; 972.745.6900

Building at the existing football field. New accessible parking spaces, and accessible routes are provided. The building consists of load bearing CMU, a wood frame roof structure, 8" x 8" brick veneer, and architectural standing seam metal roof. The concession area is provided with a coiling counter door at the serving counter, and a covered exterior area for queuing of customers. Group restrooms are provided with ventilation and heat to prevent freezing of plumbing fixtures. Restroom finishes include sealed concrete floors, painted CMU walls, and a painted cement board ceiling to minimize maintenance costs.

General Contractor: RKJ Construction; Phillip McNeir, Contractor Superintendent; 512.556.3684

MEP Engineer: Energy Systems Associates; Chris Carter; 512.258.0547

Civil Engineer: Sean Friend; 512.327.2946

Structural Engineer: Datum Structural Engineers; Adam Kirk; 512.469.9490

ROYSE CITY ISD Ouida Baley Middle School

Additions and Renovations

Location: Royse City, TX Contact Person: Kevin Worthy, Superintendent; 972.636.2413 Construction Cost: \$8,000,000 Square Ft: 5,520 sf additions, 7,000

Date Completed: Jul 2020 Managing Principal: Sloan Harris

Project Architect: Brian Paletz

Scope of Services: The renovations to Ouida Baley Middle School include an interior renovation to classrooms and the library, and a new front entrance/ administration

General Contractor: Northstar



MEP Engineer: EMA Engineering; Jacob Adcock; 903.581.2677 Civil Engineer: ClayMoore Engineering; Matt Moore; 817.458.8996 Structural Engineer: Dunaway Associates; Emily Ehringer;

817.335.1121

Royse City High School Track **Replacement and Baseball and** Softball Field Turf

Location: Royse City, TX Contact Person: Kevin Worthy. Superintendent; 972.636.2413 Construction Cost: \$2,200,000 Square Ft: N/A Date Completed: Jan 2019 Managing Principal: Sloan Harris Project Architect: Sarah Gardner Scope of Services: Track Replacement and Baseball and Softball Field Turf at Royse City High School. General Contractor: Hellas Construction; Alex Martinez;

469.287.1455

Civil Engineer: ClayMoore Engineering; Matt Moore; 817.458.8996

SAN ANTONIO ISD **Bowden Academy Additions and** Renovations

Location: San Antonio, TX Contact Person: Kendrick Wright,

Tab 9 | References/School District Experience

Marine Creek Middle School, Eagle Mountain-Saginaw ISD

Executive Director of Planning and Construction; 210.554.2420 Construction Cost: \$8,400,000 Square Ft: 82,002 sf renovations, 13.700 sf additions Date Completed: Jun 2020 Managing Principal: Tim Kunz Project Architect: Alex Nelson Scope of Services: Interior renovations and a 13,000 sf classroom addition to accommodate pre-K through eighth grade students. Other renovations include re-roofing the building, security upgrades, new mechanical systems upgrades, exterior windows, new ceilings, and LED light fixtures throughout. General Contractor: Morganti Casias; Joe Kummer, VP of Operations; 210.308.1067 MEP Engineer: DBR Engineering; Zac Morton; 210.546.0200 Civil Engineer: CDS Muery; Jake Posey; 210.581.1111 Structural Engineer: Datum Engineers; Lawrence Rickels; 210.858.2880

Recent Experience with Bond Development Committees

Waller ISD 2019 Facility Assessments and Bond Planning

Se Waller	2	
Independent School District	VLK ARCHITECTS	
	er ISD Building Data	
	ary Schools - 465,501 sq. ft.	
Evelyn Turlington Elementary	I.T. Holleman Elementary	
110,000 sq. ft.	63,000 sq. ft.	
Built 2009	Built 1974	
Capacity: 800	Capacity: 800	
Fields Store Elementary	Holleman Gym	
78,191 sq. ft.	5,445 sq. ft.	
Built 2001	Built 1992	
Capacity: 700		
Fields Store Portable Classrooms	Holleman Gym Restrooms	
4,320 sq. ft. (3 x 1440)	600 sq. ft.	
Built 1990	Built 1999	
Herman T. Jones Elementary	Holleman Portable Classrooms	
109,610 sq. ft.	7,200 sq. ft. (5 x 1440)	
Built 2017	Built 1995	
Capacity: 850 Roberts Road Elementary	Roberts Road Portable Classrooms	
Roberts Road Elementary 82.815 sq. ft.		
82,815 sq. π. Built 1985	4,320 sq. ft. (3 x 1440) Built 1990	
Renovation/ Addition 2017	Built 1990	
Capacity: 900		
	igh Schools - 310,120 sq. ft.	
Junior H Waller Junior High - West	Ign Schools - 310,120 Sq. ft. Schultz Junior High	
87.862 sq. ft.	147.624 sq. ft.	
57,802 Sq. IL. Built 1969	147,024 Sq. IC. Built 1985	
Renovated 2009	Benovated 2002 & 2009	
Capacity: 950 (includes East)	Capacity: 850	
Waller Junior High - East	Umland Building - Junior High	
52,562 sq. ft.	12,072 sq. ft.	
Built 1979	Built 1957	
Renovated 2009		

Project Information

10. BOND DEVELOPMENT

EXPERIENCE

Reference Kevin Moran, Superintendent,

936.931.3685, kmoran@wallerisd.net

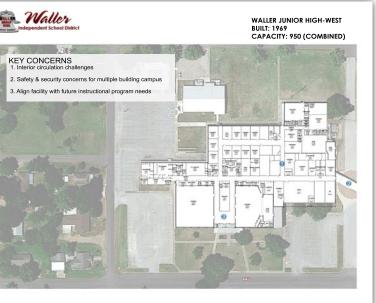
Total Amount Approved \$295,225,000

Completion Date November 2019

During this process, VLK walked and assessed all the district facilities and worked with district staff to review and develop plans to address the district's needs including re-construction of an aging, undersized high school.

The needs also included extensive renovations and additions such as renovating the existing high school into a junior high, renovating the existing junior high into an elementary school, and comprehensive renovations and additions to Waller Junior High School, as well as capital improvements to all facilities in the district.

The assessment data and associated costs were reviewed with the district and the final assessment was presented to the community based committee that recommended to the school board a \$267m bond referendum that was passed by voters.



Brazosport ISD Long Range Facility Planning and Bond Planning

country, Softball, Wrestling razosport Independent School District	Option 2) - Football, T	ennis, Soccer, 1	Track, Cross
ovember 28, 2018			
PPINION OF PROBABLE COST			
Description		2018 Unit Co	ost BASELINE
Construction Cost			
ilding Construction - Locker Room Area	35,450 SF \$	210 \$	7,444,500
ling Construction - Shared Services Areas	26,720 SF \$	150 \$	4,008,000
nolition of Existing Buidling	21.097 LS \$	4 \$	84.388
gram Contingency	21,077 20 4	2.0% \$	148,890
-Site Contingency		2.5% \$	186.113
ff-Site Construction Cost		2.3% \$ 1% \$	74.445
lotal		\$	11,946,336
ntingency/Allowance			
ner's Betterment		2.0% \$	238,927
ntractor's Contingency		2.0% \$	238,927
ototal		\$	477,853
isdictional & Professional Fees			
cludes costs, fees, tests and studies required to satisfy al	Laovernina authorities and	i codes)	
Site Survey, Subsurface Utility Engineering, Due Dilligenc Architectural Engineering, TDLR / TAS / ADA Review an Engineering, Material Testing, HVAC Test and Balance,	d Inspection, Food Service	Design, On-Site nd Inspections	Civil
ubtotal		11% \$ 6% \$	1,366,661
ixtures, Furniture & Equipment (FF&E)		676 🔰	455,603
		4.5% \$	341,703
echnology			
schnology Ifalion @ 6% each year ROIECT COST	NOVEMBER 20 DECEMBER 21	\$	14,588,156 875,289 15,463,445

Project Information

Reference

Alec Journeay, Director of Planning and Construction, 979.730.7000, alec. journeay@brazosportisd.net

Total Amount Approved \$267,000,000

Completion Date May 2019 VLK was asked to provide architectural services to assist the district in completing the remainder of the projects for the \$175,000,000 bond that was passed in November 2014. During the completion of those projects, VLK was hired to provide facility assessment and long range planning services for a May 2019 election.

During this process, VLK walked and assessed all the district facilities and worked with district staff to review and develop plans to address the districts needs including re-construction of an aging high school, extensive renovations and additions to the district's CTE facilities at both high schools, as well as renovations of existing facilities to address the need for early childhood education spaces. The assessment data and associated costs were reviewed with the district and the final assessment was presented to the community based committee for final recommendation to the school board.

11. CONSTRUCTION MANAGEMENT AT RISK EXPERIENCE

Construction Manager at Risk Experience

CLEAR CREEK ISD

McWhirter Replacement Elementary School

Location: Webster, TX

Contact Person: Paul Miller, Director of Facilities Services; 281.284.0000 Original Budget | Construction Cost: \$25,252,896 | \$24,648,905 Square Ft: 127,000 sf Date Completed: Jul 2016

Managing Principal: Melissa Fleming

General Contractor: Drymalla Construction, Earl Pitchford; 281.342.3853 Scope of Services: A true "community school," the design of McWhirter Replacement Elementary provides both PreK - fifth grade and adult community education spaces in one campus. Grade-level based neighborhoods feature collaborative spaces and technology connectivity. Collaborative areas are teamed with computer labs enclosed by folding glass walls to create break-out spaces. Art and science classrooms feature outside project areas. The community education area features classrooms with operable walls to create different scale environments for after-hours adult education.

BRAZOSPORT ISD

Freeport Replacement Elementary School

Location: Freeport, TX

Contact Person: Alec Journeay, Director of Planning and Construction; 979.730.7000 Original Budget | Construction Cost: \$19,237,948 | \$19,232,688 Square Ft: 90,438 sf

Date Completed: Aug 2018

Managing Principal: Todd Lien

General Contractor: Sterling Structures; Jay Carlton; 713.827.7447 Scope of Services: Freeport Elementary School is a single story replacement elementary. Serving 750 students, it is an elementary school focused on primary grades pre-k to first grade. This facility is organized around a media center, with green space in between each pod to promote outdoor learning. Each wing contains 13 classrooms, a large collaboration space, restrooms, and a teacher planning area.

ALLEN ISD STEAM Center

Location: Allen, TX

Contact Person: Daniel Pitcock, Chief Operations Officer; 972.727.0511 Original Budget | Construction Cost: \$36,000,000 | \$35,332,500

Square Ft: 111,057 sf

Date Completed: Aug 2019

Managing Principal: Sloan Harris

General Contractor: Cadence McShane Corporation; Wade Wimbish; 972.239.2336 Scope of Services: The Allen ISD STEAM Center serves all grades throughout the district. Programs offered at the facility include engineering and robotics labs, computer labs, computer maintenance instructional programs, science and physics labs, math classrooms, and design studios for the architecture and interior design programs. An K-8 experience area will offer STEAM programs aimed at younger students. Collaboration spaces, common areas, and huddle rooms are provided through out the facility to provide a range of spaces for groups to collaborate on projects.

12. COMPETITIVE SEALED PROPOSAL EXPERIENCE

Competitive Sealed Proposal Experience

CLEAR CREEK ISD

Campbell Elementary School

Location: League City, TX Contact Person: Paul Miller, Director of Facilities Services; 281.284.0000 Original Budget | Construction Cost: \$27,000,000 | \$26,197,203 Square Ft: 127,300 sf Date Completed: Aug 2019 Managing Principal: Melissa Fleming General Contractor: Drymalla Construction, Earl Pitchford; 281.342.3853 Scope of Services: Full Architectural and Engineering Services: The new 127,300 sf elementary school opened in August 2019. The classrooms are organized around collaborative instructional areas, offering maximum flexibility in both layout and technology to provide multiple learning opportunities. Areas for fine arts, science, technology, athletics - as well as a library, administrative offices, and other support areas - are included in this facility. **CLEAR CREEK ISD**

League City Replacement Elementary School

Location: League City, TX

Contact Person: Paul Miller, Director of Facilities Services; 281.284.0000 Original Budget | Construction Cost: \$25,570,000 | \$24,332,361 Square Ft: 117,000 sf

Date Completed: Aug 2019

Managing Principal: Melissa Fleming

General Contractor: ICI Construction; Bart Cobb; 281.355.5151 Scope of Services: Full Architectural and Engineering Services: An aging elementary school replaced with a new, larger capacity facility to alleviate enrollment growth on the eastern boundary of the district. The new school was situated to take advantage of the large live oak trees scattered amongst the site and along the streets. The campus incorporates the district's goals of flexible, collaborative instructional areas.

KATY ISD Bethke Elementary School

Location: Katy, TX

Contact Person: Lisa Kassman, Executive Director of Facilities and Planning | 281.396.2309 Original Budget | Construction Cost: \$26,177,690 | \$26,177,690

Square Ft: 144,303 sf

Date Completed: Jul 2016

Managing Principal: Todd Lien

General Contractor: Gamma Construction Company; Tom Hansen; 713.725.6511 Scope of Services: This two-story collaborative learning environment is organized to house specific grade levels while providing collaboration areas for each team. The overall building allows natural light into classrooms to promote student comfort and achievement. Two stories of science labs offer outdoor access with a balcony for older students, while the library media center is an active learning area. Teachers meet, plan and review data in their Instructional Design Area for grade level needs. Innovative spaces provide for transformed instruction. Students experience an extension of their learning environment with innovative areas outside classrooms. Students can take their technology needs with them around the school, and recharge their devices. Large group areas allow teachers to design lessons for a variety of curricular needs as well as a student group size. Classrooms are uniquely shaped allowing for personalization of space based on curriculum and instruction needs.

13. PERSONNEL IN CHARGE

Personnel in Charge

Principal-Led Projects

Throughout VLK's entire existence, we have held two basic core values: we strive to provide excellent client service that leads to long term client relationships and we utilize a principal led approach to our projects. Principals are held in high esteem within our firm and their leadership is essential to our success. No manner of strategy, marketing, business development, process improvement, software, or planned growth can replace the face-to-face relationship and accountability of a Principal to our clients.

Mrs. Melissa Fleming, Principal-In-Charge for College Station ISD is:

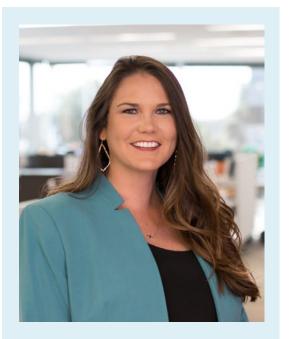
- and community for project success and each of these individuals job success

	Manager-in-Charge	Staff
Schematic Design:	Melissa Fleming	Ashad Satchu
Design Development:	Melissa Fleming	Ashad Satchu, Aaliyah Stevens, Brian Heil
Construction Documents:	Melissa Fleming	Brian Heil, David Craig
Construction Observation:	Melissa Fleming	John Novak



 Accountable to College Station ISD for all project success; budget, schedule, design, marketing, staffing, client relationship, consultant relationship, contractor relationship, media relationship, jurisdiction relationship

Accountable to the College Station ISD board of trustees, superintendent, administration, facilities, campus,



Education Bachelor of Environmental Design, Texas A&M University, 2004

Registrations

Registered Architect, Texas Reg. No. 26313

Affiliations

Association for Learning Environments (A4LE) - Gulf Coast Chapter

American Institute of Architects, Houston Chapter

MELISSA FLEMING

Principal-in-Charge

As Principal-In-Charge, Melissa will be responsible for the management of the design team assigned to the client's projects. Melissa is a well-experienced architect who understands how to serve clients and execute projects holistically.

Relevant Experience

College Station ISD

2019 Facilities Assessment

- 2015 Bond Planning
- Spring Creek Elementary School
- River Bend Elementary School
- Greens Prairie Elementary School
- Wellborn Middle School
- Pecan Trail Intermediate School

Clear Creek ISD

2017 Facilities Condition Assessment and Bond Planning
2012 Facility Condition Assessment
Main Transportation Center Renovations
McWhirter Elementary School
League City Elementary School Rebuild
Additions and Renovations, Stewart Elementary School
Campbell Elementary School

Waller ISD

2019 Bond Planning New Waller High School Additions and Renovations Waller High School CTE and Ag H.T. Jones Elementary School **Katy ISD** Robert and Felice Bryant Elementary School MayDell Jenks Elementary School

Award Winning Projects

Cypress-Fairbanks ISD Sue Gratehouse Pope Elementary School Katy ISD Catherine Bethke Elementary School



BR Prc Bria

Brian will serve as the Project Architect leading the entire VLK design team and all consultants in creating the contract documents necessary for permitting and constructing the building. Brian brings decades of experience managing large teams and understands how to make appropriate, efficient decisions related to life safety, structural systems, energy code, and constructibility. His extensive experience with educational design will prove beneficial to College Station ISD by expediting the documents and minimizing mistakes.

Relevant Experience

W

Education Master of Architecture, University of

Houston Bachelor of Environmental Design, Texas A&M University

Registrations

Registered Architect, Texas Reg. No. 13651

NCARB Certification LEED Accredited Professional, AP BD+C

Affiliations

American Institute of Architects

BRIAN HEIL

Project Architect

Waller ISD

New Waller High School

Katy ISD

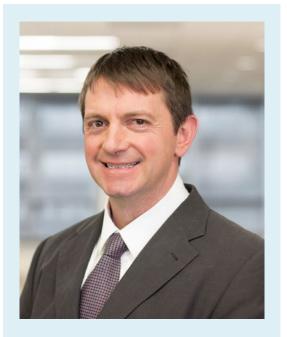
- CTE Additions and Renovations, Katy High School
- Athletic Additions and Renovations, Katy High School
- Olga Leonard Elementary School
- Amy Campbell Elementary School
- McElwain Elementary School

Clear Creek ISD

Additions and Renovations, Stewart Elementary School

Fort Bend ISD

Bid Package 25



Education Master of Architecture, University of Houston, 2015

Bachelor of Economics, University of Colorado at Boulder, 2003

Registrations

Registered Architect, Texas Reg. No. 27073

LEED Accredited Professional, Reg. No. 10941989

DAVID CRAIG

Architect

As a key member of the architectural staff, David will be responsible for ensuring a client's project is being executed on time and under budget. His main responsibilities will include coordinating with different consultants, working closely with the Principal-In-Charge, and providing support from the programming phase through construction documents.

Relevant Experience

Brazosport ISD

Roberts Road Replacement Elementary School

Brennen Elementary School

Ogg Elementary School

Renovations, Telge Ag, Eldridge Ag Science Resource Center, and Exhibit Center

Cypress-Fairbanks ISD

Renovations, Sheridan Elementary School Renovations, Copeland Elementary School Renovations, Gleason Elementary School

Katy ISD

Gerald D. Young Agricultural Sciences Facility – Phase 1

Garland ISD

Renovations, Lakeview High School Renovations, Handley Elementary School Renovations, Montclair Elementary School

Renovations, Southgate Elementary School



ASHAD SATCHU **Project Designer**

Ashad will be responsible for turning the program of spaces into a design solution by listening to the designated owner's representative's goals and desires. Ashad will be responsible for creating and maintaining a dialogue with the district as well as handle material selection, detailed design, and approve all aesthetic applications during construction.

Education

Bachelor of Architecture: New York Institute of Technology, School of Architecture & Fine Arts

Relevant Experience

College Station ISD

- Wellborn Middle School
- Pecan Trail Intermediate School
- River Bend Elementary School
- Renovations, A&M Consolidated Middle School
- Renovations, Oakwood Intermediate School

Lamar CISD

Renovations, Huggins Elementary School

Clear Creek ISD

- Campbell Elementary School
- League City Elementary School Rebuild

Spring ISD

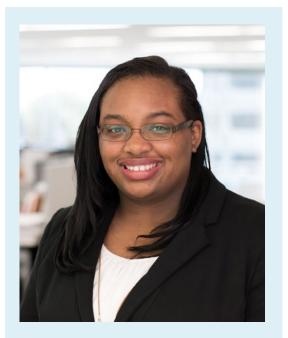
Ninth Grade Center at Dekaney High School

Tomball ISD

2014 Renovations at Various Campuses

San Antonio ISD

Additions and Renovations, Bowden Academy



Education

Master of Architecture, Louisiana Tech University, 2015

Bachelor of Science in Architectural Studies, Louisiana Tech University, 2014

AALIYAH STEVENS

Project Coordinator | Assessment / Planning Team

As a key member of the architectural staff, Aaliyah will be responsible for correlating demographic data, evaluating educational adequacy, and calculating school capacities. With considerable experience working on assessments and planning throughout the State, Aaliyah will work with all team members to ensure a complete and comprehensive plan is executed for CSISD.

Relevant Experience

College Station ISD

Additions and Renovations, College Station Middle School Pecan Trail Intermediate School Additions and Renovations, A&M Consolidated Middle School Additions and Renovations, Oakwood Intermediate School Wellborn Middle School Renovations, South Knoll Elementary School **River Bend Elementary School** Pecan Trail Intermediate School Wellborn Middle School Cypress-Fairbanks ISD Additions and Renovations, B.F. Adam Elementary School Columbus ISD Facilities Conditions Assessment Lockhart ISD Facilities Assessment and Bond Planning **Beeville ISD** 2019 Bond Planning Hutto ISD

Additions and Renovations, Hutto and Farley Middle Schools

Waller ISD

H.T. Jones Elementary School

Additions and Renovations, Waller ISD

Clear Creek ISD

Campbell Elementary School



John will serve as part of the Assessment Team and will be responsible for coordination of field observation and development of cost data with VLK's internal team and subconsultants. John's outside-the-box thinking has led him to effectively collaborate with numerous clients and project teams, developing highly detailed assessment documents for multiple projects.

Relevant Experience

Registrations

Texas A&M University, 1996

Education

Registered Architect, Texas Reg. No. 18857

Bachelor of Environmental Design,

LEED[®] Accredited Professional



JOHN NOVAK

Associate | Construction Administrator | **Assessment Team**

College Station ISD

- 2019 Facility Assessment
- Middle School Rebranding Phase I
- Middle School Rebranding Phase II

Waller ISD

2019 Bond Planning

Pecos-Barstow-Toyah ISD

Long-Range Facility Planning and Bond Planning

Lockhart ISD

Facilities Assessment and Bond Planning

Columbus ISD

Facilities Conditions Assessment

Clear Creek ISD

- Additions and Renovations, Greene Elementary School
- Renovations, Armand Bayou Elementary School
- Renovations, League City Elementary School
- Additions and Renovations, Ross Elementary School

Austin ISD

Brentwood Elementary School Modernization

Cypress-Fairbanks ISD

- Renovations, Emmott Elementary School
- Renovations, Bang Elementary School
- Renovations, Hamilton Elementary School
- Sue Gratehouse Pope Elementary School

Hutto ISD

Improvements at Four Elementary Schools

14. CONSTRUCTION COST METHOD

Construction Cost Method

VLK Architects arrives at the anticipated construction cost by utilizing our construction cost data base, which collects construction costs from the bidding of all of our educational facilities, adjusts for regional and current market conditions including materials supply and inflation, and consideration of the scale and complexity of the project and delivery method. In addition, we monitor costs through a network of contractors and construction managers, professional cost estimators and professional organizations including the Associated General Contractors of America and Association For Learning Environments. We benchmark through the project, acquiring estimates at every phase of design, regardless of the construction procurement method based on our construction costs database. This process provides layers of accountability that the project is within budget at every phase and identifies opportunities to increase value to the owner through value engineering.



Allen High School, Allen ISD

15. DESIGN TEAM'S COORDINATION PROCEDURES

Coordination Procedures

For VLK, the essence of quality assurance requires thorough documentation of project requirements and decision making, timely dissemination to the entire project team and confirmation that these requirements and decisions are incorporated into the contract documents.

Regular project team design review and coordination meetings are scheduled throughout the development of the design and construction documents to facilitate the QA process. Additionally, our Quality Assurance Director, Mike Mabry, will work with the Principal-in-Charge and the design team to review the design of the project as it progresses to ensure the requirements of the client are being met. Documentation from previous meetings is reviewed for compliance with decisions and directives from the client and users. We understand that each client may have specific needs for their project, so VLK will tailor our QA/QC process as best meets the needs of a given client.

At the completion of construction documents, a full-size set of documents including specifications are provided to a project architect in our office who did not work on the project. This experienced architect reviews the documents, sheet by sheet, checking dimensions, detail references, coordination with consultant documents, thoroughness of detailing, material applications, specification requirements, and constructibility, etc.

Our quality assurance process success is measured by our Quality Assurance Director's monitoring of RFIs, change directives, and change orders on our projects during construction.



Bethke Elementary School, Katy ISD

16. DESIGN AND CONSTRUCTION MEETINGS

Meeting Frequency

During certain phases of the project this may mean weekly meetings, at other times it may be monthly. However, emphasis is placed on the value of the meetings through strict coordination by the Principal-in-Charge to ensure follow through of items discussed and thorough documentation, be it a design meeting or a construction meeting. The goal is to always have effective, productive and efficient processes to delivery the end product that the client expects.

Typical Meeting Frequency:

Schematic Design: Once a week.

Design Development: Initial meeting is two to three days, then meetings are held once every two weeks. Construction Documents: Meetings at 50, 75, 90, and 100% documents. Construction: Weekly at job site.





Hoover Elementary School, Cypress-Faribanks ISD

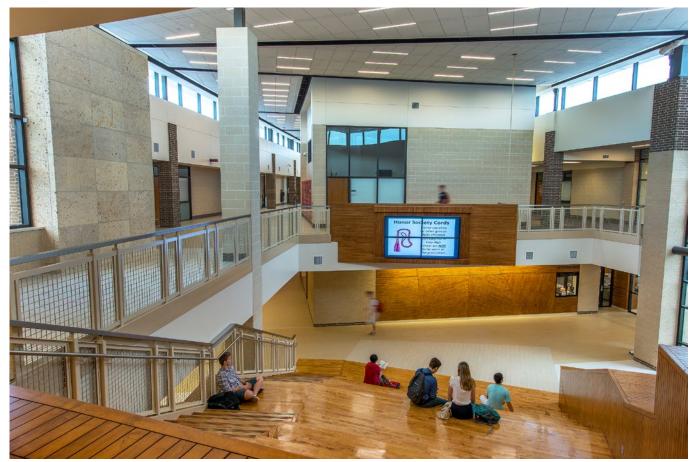
17. INCLUSION OF OWNER

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Inclusion of Owner

Important communications are always followed up with personal phone calls or visits, and the CSISD will be included in all meetings.

VLK Architects has been utilizing ProjectMates in the management and communication of projects for over fifteen years. This program is used for the electronic development and documentation of project communications with the owner, construction manager, and our consultants. The design team members maintain e-mail and internet capabilities to enhance communication between the design team and the owner. The owner is copied on all communications documenting project progress and decisions made through the project management database we utilize. These communications come across in email, but can also be accessed through the internet access is available. This greatly reduces the amount of time it takes for the construction team to receive answers, required paperwork, and also provides the district full transparency of the project. All documentation, communication thread, and file exchanged on ProjectMates will be archived at the end of the project in a comprehensive, searchable digital file.



Katy High School West Campus, Katy ISD

18. TEAM RESPONSIBILITY

A/E Team Responsibility

VLK Architects strive to provide the highest quality set of contract documents for every project we design. Our reputation in the construction industry for the quality of our drawings and specifications is unmatched. However, a complete set of contract documents will always have some items missing or contain some mistakes due to the conceptual nature of the construction documents and the variables involved with the construction process. Tolerances, product options, and variations in trade installations will yield a completed project that can never be fully anticipated by the A/E team.

The golden rule: the Owner never pays for anything twice. We exercise the ordinary and reasonable standard of care to the utmost extent. With that in mind, it is to the benefit to the Owner that contingencies be included in the budget to cover the costs of mistakes that can reasonably occur within this standard. Any impact or consequential costs incurred due to document discrepancies or costs that are considered over and above the essential scope of work would be considered compensable.



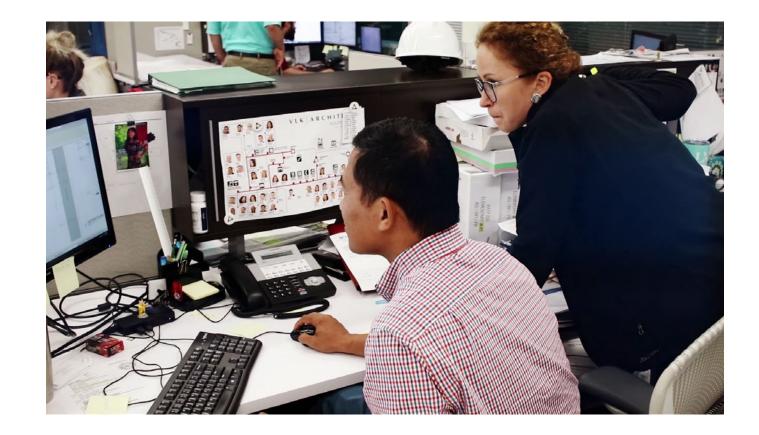
June Davis Elementary School, Crowley ISD



Incorporating Building Standards

Having worked with College Station ISD since 1996, no one understands the District's standards better than VLK. We have worked side by side with CSISD to understand, develop and document what works best for the District, whether it be building maintenance and operations-specific or designs aligning with the curriculum and instructional goals.

We reference and review the district's standards in each and every project, no matter how large or small, and throughout the course of the project to ensure we are delivering upon the expectations of CSISD. This includes the 2019 Facilities Assessment where we conducted and documented of all district facilities. We are the experts familiar with each and every one of your facilities and used our knowledge of your building standards as we assessed each building, athletic field, and site in the district. As an example, when reviewing the existing fire alarm systems and the control panels, we know that the CSISD standard is Silent Knight "IntelliKnight" and assessed and estimated an upgrade/ replacement accordingly in facilities built prior to this standard being established. Perhaps more importantly, we also know what CSISD does not like or allow, due to reliability and maintenance certain HVAC manufacturers equipment. We worked with the district to evaluate various non-wax flooring options to replace the maintenance dependent VCT flooring, thus reducing maintenance time and materials in the care of those floors. On a lighter note, the district standard field paint color (Sherwin Williams "City Loft") rolls right off of our tongue.



Design Process

The client's design style is our design style. Through a collaborative process of information gathering and organization, we turn your vision and expectations into three-dimensional realities.

Whether the project is a campus renovation or a new facility, we believe the solution should reflect the distinct values of the district and the community that it serves. Regardless of location and

size, we respond to your needs, produce an exceptional vision and do not stamp out a manufactured design. If you look at all of VLK's projects side-by-side, this design philosophy is evident, as no two projects are alike, and the aesthetics and architectural vocabulary exemplify the surrounding community, as well as the client's vision and expectations.

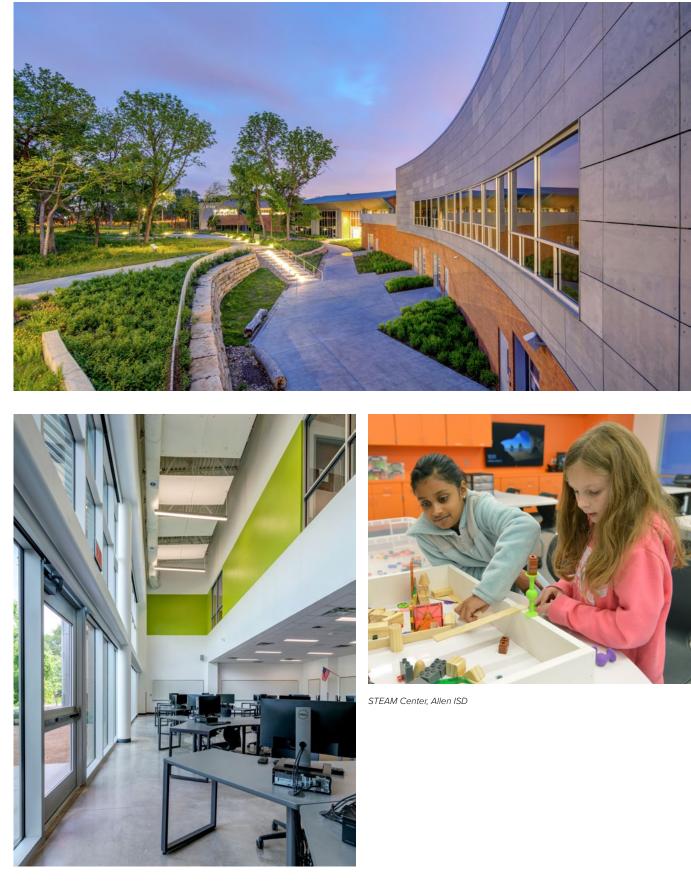
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"The manner in which VLK facilitated VLK | LAUNCH[®] was instrumental, resulting in an innovative and functional design for the building, serving both the needs of the high school students attending the campus daily and the scheduled site visits of the younger students."

Jennifer Wilhelm

Assistant Superintendent of Learner Services, Allen ISD



"

"VLK initiated each design process by listening to our wants and needs, as well as working within a budget for practical solutions. VLK operates with the highest level of integrity, ingenuity, and competence. They take responsibility for their projects, and ensure successful results."

Dr. Jim Chadwell

Superintendent, Eagle Mountain-Saginaw ISD

VLK | CURATION®

First, we must curate. **VLK | CURATION®** is our thorough process of action research with the school district. Our Principal of Educational Planning, Dalane Bouillion, Ed.D. studies district tools such as strategic plans, innovative district plans, goals for curriculum and instruction, current instructional methodologies, academic programs, and state data. These scaffold the firm's understanding in order to collaborate to form the foundation that will drive all aspects of design.

Using a district leadership focus group, we dialogue about teaching and learning via a Curriculum and Instruction Design Planning Questionnaire. We also use a learning organization tool to discern the current status of the district's belief system, as well as the intentions for growth, improvements, and educational changes. This is a highly collaborative process involving the same district leaders. VLK Architects also uses a simple teacher observation protocol to study the learning styles of students in the district. Through simple statistics, we can discern the types of spaces that will be most beneficial for learners based on the results of these two tools.

Programming

Our design process begins with our standardsbased approach to programming. Programming is the factual study and representation of the spaces and occupants in a building that are needed to support the buildings operations and that are required in the design of a building. Information gathered through interviews with district representatives provides the information necessary to expertly develop an architectural program for a building.

Schematic Design

VLK Architects creates the design of our projects through one of two processes but always based on and with the participation of school district representatives. In consultation with your district it will be determined whether to use a traditional linear process where VLK Architects develops design options that are reviewed with district representatives to create the design for the project, or we will use our VLK | LAUNCH® where we work with students, teachers, parents/community representatives, and campus/district leadership to create the conceptual framework for the design including the vocabulary of the project and the feel of the type of space and environment desired for the new facility. In either process our work is informed by VLK | CURATION® so that our designer for your project will create a design that will align with your teaching and learning goals and objectives.

Design Development

During this phase, we will give the client more detailed options concerning building systems, materials, finishes, and furnishings. Careful documentation and review of the final design prevents changes or surprises during construction. In addition, initial selection of building materials will begin. We strive to provide CSISD with a comfortable feeling as to the materials, colors, patterns, etc. that could be used. Your standards will be integrated into the project by first, gathering and reviewing this information with the client so that the design team has a thorough and accurate understanding of the goals and requirements.

20. PROPOSED CONTRACT CHANGES

Proposed Contract Changes

The attached contract form is the contract document CSISD intends to use to finalize the agreement with the selected firm(s). Please list any deviations and/or changes your firm would propose to that contract:

No deviations or changes proposed.

The undersigned affirms that he or she is duly authorized to execute this questionnaire, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other person, firm, or entity making or considering submitting a proposal to CSISD for any of these projects, and that contents of this proposal as to terms or conditions of the said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

The foregoing is true and correct. CSISD, or any authorized representative of CSISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information that CSISD might determine as being desirable.

Firm: VLK Architects, Inc.

Address: 20445 TX-249 #350

City/State/Zip: _ Houston, Texas 77070

Phone No: 281.671.2300

Fax No: N/A

Signature: Millia G. Henry

Typed Name: Melissa Fleming

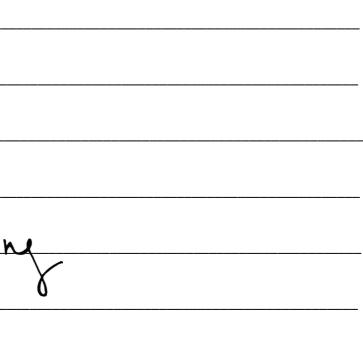
Date: 2/12/2021

REQUIRED FORMS

Page 19

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) **ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications**

Certification



COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) ARCHITECTURE & ENGINEERING RFQ 21-005 **Statement of Qualifications**

The impact on the ability with laws and rules in underutilized busing minority, woman-own
firms (CFF
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Labor Surplus F

Name of Firm: **VLK Architects**

Signature:

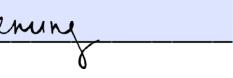
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EXHIBIT C

TYPE OF FIRM

y of the district to comply relating to historically esses including small, ed, or labor surplus area R 200.321);

	Specify
Small:	
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COLLEGE STATION I.S.D.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034. **Felony Conviction Notification**

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states " a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states " a school district may terminate a contract with a person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The school district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is NOT required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: VLK Architects, Inc.

Authorized Company Official's Name (Printed)

is not applicable.

felony:

been convicted of a felony:

Name of Felon (s):

Details of Conviction(s):

Signature of Company Official

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) **ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications**

EXHIBIT C

A. My firm is a publicly held corporation; therefore, this reporting requirement

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a

Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY **EXCLUSION** LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations are published as Part IV of the January 30,1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1)
- (2)explanation to this proposal.

VLK Architects, Inc.
Organization Name
RFQ 21-005
PR/Award Number or Project Name
Melissa Fleming, Principal-in-Charge
Name and Title of Authorized Representation
meleria G. Henring
Signature
U

2/12/2021

Date

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) **ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications**

EXHIBIT C

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in his transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an



COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications

CONFLICT OF INT For vendor doing busines			E	F	ORM CIQ
This questionnaire reflects change	s made to the law by	H.B. 23, 84th Leg., Re	gular Session.	OFFICE	USE ONLY
This questionnaire is being filed in acc has a business relationship as define vendor meets requirements under Sec	d by Section 176.001(1-			Date Received	
By law this questionnaire must be filed than the 7th business day after the dat filed. See Section 176.006(a-1), Local	e the vendor becomes av				
A vendor commits an offense if the ver offense under this section is a misdem		ection 176.006, Local Go	overnment Code. An		
Name of vendor who has a bus	siness relationship w	ith local governmenta	Il entity.		
VLK Architects, Inc.					
2 Check this box if you are completed questionnaire you became aware that t	with the appropriate fill	ing authority not later t	han the 7th busines	s day after the	
Name of local government offi	cer about whom the l	nformation is being d	isclosed.		
	N/A				
	Nam	ne of Officer			
	vernment officer or a fa		fficer receiving or I	ikely to receive	taxable income,
	Yes x	No			
	eceiving or likely to rece ment officer or a famil I entity?				
	Yes x	No			
5 Describe each employment of other business entity with r ownership interest of one p	espect to which the I				
	rendor has given the lo ion 176.003(a)(2)(B), e				e or more gifts
Signature of vendor doir	G. Hem g business with the gove		2/12/2	2021 Date	
orm provided by Texas Ethics Commis		www.ethics.state.			Revised 11/30/2015
orm provided by rexas Ethics Commis	0001	www.ethics.state.			neviseu 11/30/2015

EXHIBIT C

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

based on commercial activity of one of the parties. The term does not include a connection based on:

agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public: or that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that (i) a contract between the local governmental entity and vendor has been executed; (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of in
with a local governmental entity and:
 (1) has an employment or other busin governmental entity, or a family member (2) has given a local government officer officer, one or more gifts with the aggreg gift described by Section 176.003(a-1);
(3) has a family relationship with a loc
(a-1) The completed conflict of interest question
not later than the seventh business day after th
the date that the vendor:
(A) begins discussions or neg entity; or
(B) submits to the local governr
or bids, correspondence, or a governmental entity; or
 (2) the date the vendor becomes aware (A) of an employment or other family member of the officer, de (B) that the vendor has given a (C) of a family relationship with

Form provided by Texas Ethics Commission

EXHIBIT C

- Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an

 - (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and

 - nterest questionnaire if the vendor has a business relationship
 - ness relationship with a local government officer of that local er of the officer, described by Section 176.003(a)(2)(A);
 - er of that local governmental entity, or a family member of the ate value specified by Section 176.003(a)(2)(B), excluding any or
 - al government officer of that local governmental entity.
 - nnaire must be filed with the appropriate records administrator later of:
 - otiations to enter into a contract with the local governmental
 - mental entity an application, response to a request for proposals another writing related to a potential contract with the local
 - er business relationship with a local government officer, or a lescribed by Subsection (a);
 - one or more gifts described by Subsection (a); or th a local government officer.

www.ethics.state.tx.us

EXHIBIT C

Certification Regarding Terrorist Organizations and Boycott of Israel

SB252: Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to Iran, Sudan or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Vendor certifies SB252

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. Vendor certifies HB89 x Vendor prefers not to respond to HB89

Vendor's Name: VLK Architects, Inc.

Address, City, State, and Zip Code: 20445 TX-249 #350, Houston, TX 77070

Phone Number: 281.671.2300

Printed Name and Title of Authorized Representative:

Melissa Fleming

Email Address: mfleming@vlkarchitects.com

Signature of Authorized Representative:

meleria G. Henring

Date: 2/12/2021

Page 47

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) **ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications**

Fax Number:		

EXHIBIT C

CERTIFICATE OF RESIDENCY

- Texas Government Code under Chapter 2252, Subchapter A. reads as follows:
- Section: 2252.001
- (3) 'Non-resident bidder' refers to a person who is not a resident.
- place of business in this state.

Section: 2252.002

nonresident's principal place of business is located."

I certify that VLK Architects, Inc.

is, under Section: 2252.001 (3) and (4), a

Resident Bidder Х

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

Houston

Does your principal place of business or ultimate parent company or majority owner: A. have its principal place of business in this state; or B. employ at least 500 persons in this state;

Yes x No

Signature of Authorized Company Representative

Melissa Fleming

Print Name

Principal-in-Charge Title

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (CSISD) **ARCHITECTURE & ENGINEERING RFQ 21-005 Statement of Qualifications**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.010.00.002252.00.htm. This law makes it necessary for College Station ISD to determine the residency of its bidders. In part, this law

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the

(Name of Company)

Non-resident Bidder

Texas in the state of

2/12/2021

Date



HOUSTON

20445 TX-249 Suite 350 Houston, TX 77070

AUSTIN

DALLAS

FORT WORTH



DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETIN	NG:	6/24/2025	
ITEM:		Approval of Renewal for Contract #26-002 for Sol Collection Site Trash Pickup with Texas Commer	
TO:		Commissioners Court	
FROM:		Summer Dubec	
DATE:		06/16/2025	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
NOTES/EXCEPTIONS:		This contract is used for Brazos County employee so that we ensure solid waste is disposed of prop September 30, 2025. If the renewal is not approv accumulate around the county. This contract is co and Expo Center budget and no additional funds	erly. The current contract will expire ed before that date, solid waste may overed under the current Road & Bridge
ATTACHMENTS:			
File Name	<u> </u>	Description	Туре
Fully_Executed_Contract.pdf		Original Contract	Backup Material
Partially Executed Renewal.	pdf l	Renewal	Backup Material

Backup Material

Tabulation

Tabulation.pdf



REQUEST FOR BID BID NO. 24-003 SOLID WASTE HAULING/RECYCLING & CITIZEN COLLECTION SITE TRASH PICKUP

SEALED BIDS TO BE SUBMITTED BEFORE: Thursday, July 6, 2023, 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 bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid 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: _	TEXAS COMMERCIAL	WASTE	and the second
By (Print): <u>RON</u>	SCHMIDT	Title:	GENERAL MANAGER
Physical Address: _	1820 N. HARVEY MITCH	ELL PKWY, E	BRYAN, TEXAS 77807
Mailing Address: _	P.O. BOX 645, BRYAN, T	EXAS 77806	
Telephone: 979-77	75-7171 Fax: 979-822-5	006	E-Mail: tewronsch@hotmail.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Thursday, July 6, 2023 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a two (2) year period beginning October 1, 2023, through September 30, 2025, in accordance with the following Conditions of Bidding. Brazos County is soliciting bids for solid waste hauling and or recycling for the Brazos County Exposition Complex (known as Expo) and trash pickup services at multiple citizen collections sites throughout Brazos County.

B. CONDITIONS OF BIDDING

- The following instructions apply to all bids and become a part of the terms and conditions
 of any bid submitted to the Brazos County Purchasing Office unless otherwise specified
 elsewhere in this bid request. All Respondent(s) are required to be informed of these terms
 and conditions and will be held responsible for having done so.
- 2. Definitions: In order to simplify the language throughout this bid, 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 Contractor 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 Respondent(s) of this bid request.
 - e. **COUNTY** The government of Brazos County, Texas and its authorized representative.
 - f. **SUB-CONTRACTOR** Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
 - g. **RESPONDENT** Any supplier or vendor responding to the bid request.
- 3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.
- 4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid actually delivered to and received by the Purchasing Department.

- 5. The County reserves the right to accept or reject in part or in whole, any bids 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 Respondent(s). Only written specifications and written price quotations will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at <u>https://brazosbid.ionwave.net</u>.
- 7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.
- 8. Respondent(s) must include Tax Identification Number for the bid to be valid.
- 9. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices. This Contract is nontransferable and may not be reassigned by either party.
- 10. The County may cancel this Contract at any time for any reason, provided a thirty-day written notice is given.
- 11. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Extended price
 - c. Special needs and requirements of Brazos County
 - d. Results of testing samples (if required by Brazos County)
 - e. Delivery
 - f. References
 - g. Brazos County's experience with products bid
 - h. Respondent's past performance record with Brazos County
- 12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.
- 13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the Contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

- 14. 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.
- 15. This Contract 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 Contract, when applicable.
- 16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
- 17. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.
- 18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
- 19. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent's Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.
- 20. It is the Respondent's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include the full firm name, mailing address, telephone number, email address, and Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide a signature on the Certification of Bid Form renders the bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of the entire bid. By

submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments or extensions to the Contract.

Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

- 21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda or their proposal may be considered non-responsive.
- 22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (<u>https://brazosbid.ionwave.net</u>) after bid award by Commissioner's Court.
- 23. Brazos County reserves the right to extend this Contract annually for a maximum of three (3) additional, one (1) year periods with no changes in the terms or conditions of this Contract, if agreed upon by both parties.
- 24. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
- 25. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.
- 26. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
- 27. Any subcontracting must be approved prior to the commencement of the Contract by Brazos County.
- 28. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
- 29. Any brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids

on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If a notation of substitution is not made, it is assumed the Respondent(s) is bidding the item specified.

- 30. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
- 31. In the event the Contractor is unable to furnish any item within a reasonable time after the order is placed due to strikes, war, or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.
- 32. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in the completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.
- 33. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County ATTN: Auditors P.O. Box 914 Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

34. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.

- 35. Upon award of the Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
- 36. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first-class condition. Products usually packaged for commercial sale shall be furnished in proper containers so as to facilitate storage and handling.
- 37. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members, or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
- 38. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
- 39. 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.
- 40. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.
- 41. 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.
- 42. 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.

43. 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.

C. SPECIAL PROVISIONS

1. Contractors must operate in full compliance with all Federal State and Local regulations including but not limited to Texas Administrative Code Title 30: Environmental Quality.

D. INSURANCE REQUIREMENTS

- The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
- 2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract
- 3. Statutory Workmen's Compensation or \$1,000,000 Employer's Liability Insurance with a waiver of subrogation.
- 4. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 for each occurrence with Brazos County named as an additional insured, and waiver of subrogation.
 - a. Commercial Automotive Liability with \$500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
 - b. Cargo Insurance to sufficiently cover materials transported.
- 5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of the award.
- 6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands, and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal

injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

E. REFERENCES

Respondent(s) shall provide a list of at least three (3) 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 numbers, and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of the bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: BLINN COLLEGE
Contact:ROSS SCHROEDER
Phone: 979-830-4118
Email:
Company/Entity:OF BRYAN
Contact: KEAN REGISTER
Phone:979-209-5100
Email:
Company/Entity:PRAIRIE VIEW A & M
Contact:
Phone:936-261-9726
Email:

F. SPECIFICATIONS

1. Brazos County is soliciting bids for solid waste hauling and or recycling for the Brazos County Exposition Complex (known as Expo) and trash pickup services at multiple citizen collections sites throughout Brazos County.

<u>SPECIFICATIONS FOR THE EXPOSITION COMPLEX – Solid Waste</u> <u>Hauling/Recycling</u>

- 1. The Expo is an event facility that hosts rodeos, horse shows, livestock shows, trade shows, weddings, banquets, etc. Solid waste removal and recycling is a very important function that will need to be performed by the contractor for the Expo, located at 5827 Leonard Road, Bryan, TX 77807.
- 2. Contractor must supply five (5) 30 cubic yards of open-top roll-off containers.
- 3. For major events, the contractor shall provide up to one (1) additional open-top container on an <u>as-needed basis</u>. The open-top containers shall be 30-yard containers and shall only be provided when requested in advance by the Expo.
- 4. The Expo will notify the contractor when containers are full.
- 5. Once notified, the contractor must be able to respond within 2 4 hours. <u>The contractor</u> must indicate the amount of time for this service in the quote sheet below.
- 6. Contractor will drop off an empty container as well as pick up the full container at the same time. This will keep the Expo operational during events and tear down, clean-up, and set-up process that takes place between events.
- Contractor must be able to provide service between the hours of 8:00am 5:00pm , Monday - Friday.
- Contractor must be able to provide; if necessary; after-hours service for the hours of 6:00am - 8:00am and 5:00pm - 9:00pm, Monday - Friday. Saturday and Sundays from the hours of 8:00am - 6:00pm. Occasionally, after-hours service may be needed if required by the Expo.
- 9. Quote provided shall include any delivery or pick-up fees/charges for the containers and any applicable tipping fees, fuel charges, freight, or other associated, miscellaneous costs not specified herein.
- 10. Contractor shall provide a work order ticket for each container that is picked up/dropped that will include the following information:
 - a) type of container
 - b) size of the container

Bid No. 24-003 Page 11 of 21

- c) container #
- d) gross weight of truck and load
- e) tare weight
- f) net weight
- g) date and time of pickup
- h) date and time of drop off
- i) ticket #
- j) drivers name
- k) truck #
- 1) location of pickup/drop off
- m) the cost associated with pick-up/drop off if applicable
- 11. Contractor shall be able to provide multiple pickups and deliveries and/or dump and returns as needed in one day.
- 12. Contractor shall provide dependable contact information for after-hour service to ensure timely communication and service between the Expo staff and contractor dispatch.
- 13. Contractor shall provide a quote for the daily, weekly, and monthly rental of each type of container listed. The price given shall be for the rental of one (1) container. If the rental fee does not apply, please put a dollar amount of \$0.00. If it is left blank, it will be assumed that there is no fee for the rental of that specified type of equipment.
- 14. Contractor shall provide a quote per haul (each size container) from the Expo to the contractor recycling location for containers with solid waste.
- 15. In case of an emergency, the contractor must be able to supply at least one (1) container at all times.

16. MIXED TRASH

- a. Contractor shall provide a quote per haul from the Expo to the current landfill site for containers with mixed trash.
- b. All container(s) with mixed trash shall be picked up and transported by the contractor to the current landfill site located in Anderson, TX.
- c. Contractor will use the Brazos County account when dumping trash from the Expo at the landfill in Anderson. Brazos County will get billed directly from Brazos Valley Solid Waste Management Agency (known as BVSWMA). Brazos County has a contract with BVSWMA on cost per ton. Brazos County will not pay the contractor hauling containers for the tonnage of waste. Brazos County will pay BVSWMA directly.

d. Contractor will submit a weight ticket from BVSWMA to the Expo for all loads. Failure to submit the weight ticket may result in non-payment for the load and all fees.

17. SOLID WASTE

- a. All containers that are filled with solid waste (manure, compost, stall shavings, or any other recyclable materials) shall be picked up by the contractor and hauled to the contractor's facility or location to be recycled.
- b. Recyclable material may include but is not limited to cardboard, yard waste, construction materials, manure, and shaving, etc.

<u>SPECIFICATIONS FOR CITIZEN TRASH SITES – Multiple Citizen Collection</u> Sites throughout Brazos County

- 1. Brazos County has multiple citizen collection trash sites set up throughout the county. These sites are used by the citizens of Brazos County to dispose of trash and white goods.
- 2. Contractor shall provide the specified equipment and containers at each specified site listed below.
- 3. When notified by the collection site attendant or Road and Bridge Employee, the contractor shall pick up and replace or empty the full container(s) within twelve (12) hours of notification.
- 4. After picking up, contractor shall take all full container(s) to the current landfill site located in Anderson, TX.
- 5. Contractor will use the Brazos County account when dumping trash from the Brazos County specified sites at the landfill in Anderson. Brazos County will get billed directly from Brazos Valley Solid Waste Management Agency (known as BVSWMA). Brazos County has a contract with BVSWMA on cost per ton. Brazos County will not pay the contractor hauling containers for the tonnage of waste. Brazos County will pay BVSWMA directly.
- 6. Contractor may take white goods to a recycling facility of their choice but will be at no cost to Brazos County. If containers have mixed goods or trash in them, Brazos County will not pay to have them separated.
- 7. Contractor shall provide a work order ticket for all pick-ups/drop offs of containers that will include the following information:
 - a) type of container
 - b) size of container

Bid No. 24-003 Page 13 of 21

- c) container #
- d) gross weight of truck and load
- e) tare weight
- f) net weight
- g) date and time of pickup
- h) date and time of drop off
- i) ticket #
- j) drivers name
- k) truck #
- 1) location of pickup/drop off
- m) the cost associated with that pick up/drop off if applicable
- 8. Contractor will send a separate invoice for each location with all charges/fees for that location to Brazos County Road and Bridge Department at the end of each month with all the original work order tickets acquired for that month attached to the appropriate invoice.
- 9. Contractor shall provide a per-month rental fee for each type of container listed per month. If the rental fee does not apply, please put a dollar amount of \$0.00. If it is left blank, it will be assumed that there is no fee for the rental of the specified equipment.
- 10. Contractor shall provide a price per haul from each individual location to the current dump site.
- 11. Quote provided for hauling of trash <u>must include</u> any equipment, mileage, fuel, etc. that is needed to perform the task. No additional fuel surcharge or other fees will be accepted.
- 12. In the event a trash compactor needs servicing or is out of order, the contractor will be notified by an employee from the Road and Bridge Department or a collection site attendant. The contractor shall provide an additional open-top container of equal or comparable size at no additional cost to Brazos County within 24 hours of notice. The additional container will remain at the location until the compactor is repaired or replaced.

13. LOCATIONS OF SITES AND REQUIRED CONTAINERS

- a) 21303 Kathy Fleming Road (located 1 mile off FM159)
 - i. Requires one (1) 2 cubic yard stationary compactor
 - ii. Requires one (1) 40 cubic yard roll-off receiving container
 - iii. Requires one (1) 30 cubic yard open-top roll-off container
- b) 12722 Copperhead Road (0.18 miles south of SH 21/FM2038 intersection)
 - i. Requires two (2) 2 cubic yard stationary compactors
 - ii. Requires two (2) 40 cubic yard roll-off receiving container
 - iii. Requires one (1) 30 cubic yard open-top roll container (white goods)

- c) 10940 State Highway 30 (located approximately 1.75 miles off of FM 158)
 - i. Requires one (1) 2 cubic yard stationary compactor
 - ii. Requires one (1) 40 cubic yard roll receiving container
- d) 7250 Raymond Stotzer Pkwy (located 0.4 miles west of Old Jones Road)
 - i. Requires one (1) 2 cubic yard stationary compactor
 - ii. Requires one (1) 40 cubic yard roll-off receiving container
- e) 9125 Mumford Road (located 0.8 Miles south of OSR)
 - i. Requires one (1) 2 cubic yard stationary compactor
 - ii. Requires one (1) 40 cubic yard roll-off receiving container

f) 1495 Silver Hill Road (located off of Hwy 21 West, approximately 0.25 mile west of Smetana Community)

- i. Requires one (1) 2 cubic yard stationary compactor
- ii. Requires one (1) 40 cubic yard roll-off receiving container

SPECIFICATIONS FOR ROAD AND BRIDGE LOCATION

Road and Bridge Department (located at 2617 West Highway 21, Bryan, TX 77803)

- 1. Requires one (1) 30 cubic yard open top roll-off container <u>AND</u> one (1) 40 cubic yard open top roll-off container.
- 2. Road and Bridge will notify the Contractor when a container is full.
- 3. Once notified the contractor will pick up the container.
- 4. The 30-cubic yard open-top roll-off container will be delivered to Bryan Iron and Metal located at 2011 Highway 21 W; Bryan, TX 77803. A truck driver is required to do the following at Bryan Iron and Metal:
 - a) Drive onto the scale to get the gross weight of the truck and load.
 - b) Drive the load to the back area and dump contents where specified by the attendant.
 - c) Drive onto the scale to get a tare weight for the truck and empty container.
 - d) Receive receipt/ticket from Bryan Iron and Metal with all recorded weights.
 - e) Return the container to the Road and Bridge location the same day.

5. Contractor will send all statements/invoices for hauling of the container separately with all receipts/tickets received from Bryan Iron and Metal attached, within seven (7) business days of receiving them to Brazos County Road and Bridge Department.

G. QUOTATIONS

1. The quote provided shall <u>include</u> any delivery or pick up fees/charges for the containers and any applicable tipping fees, fuel charges, freight or other associated, miscellaneous cost not specified herein. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

QUOTES - The Exposition Complex - Solid Waste Hauling/Recycling

Container Quotes

Type of Container	Quantity of Container	Rental Cost/Day	Rental Cost/Week	Rental Cost/Month
30 Cubic Yard Open Top Roll-Off Container	5	0	0	0
30 Cubic Yard Open Top Roll-Off Container	1 (spare/as needed)	0	0	0
	TOTAL	0	0	0

Quotes for Hauling of Mixed Trash/Solid Waste - The Exposition Complex

Location for Container to be Hauled	Type of Waste being Hauled	Type of Container being Hauled	Cost per Haul during normal working hours 8:00am-5:00pm Monday-Friday	Cost per Haul after hours listed above and or Weekends	
Landfill Located in Anderson	Mixed Trash	30 Cubic Yard Open Top Roll- Off Container	165.00	165.00	

Bid No. 24-003 Page 16 of 21

To Contractor's Location for Recycling	Compost/Shavings, Construction Mixed Materials, Sawdust, Cardboard	30 Cubic Yard Open Top Roll- Off Container	165.00	165.00
Address of Contractor's Recycle Location	1820 N. HARVEY	MITCHELL PKWY,	BRYAN, TEXAS ′	77807
Fill in below the time is important for the Expos	sition Complex to have	or to complete service quick and timely servi considered.	from the time of ice. If left blank,	notification. It is Vendor will not be
Delivery of Empty Container During Regular Hours	2 - 4 HOURS			
Pick Up Full Containers with Recyclable Materials During Regular Hours	2 - 4 HOURS			
Pick Up Full Containers with Mixed Trash During Regular Hours	2 - 4 HOURS			
Delivery of Empty Containers During After Hours	2 - 4 HOURS			
Pick Up of Full Container with Recyclable Materials During After Hours	2 - 4 HOURS			
Pick Up of Full Container with Mixed Trash During After Hours	2 - 4 HOURS			

Bid No. 24-003 Page 17 of 21

<u>Reliable</u> contact information for after hours service. Please include name and phone number or, cell phone number.

RON SCHMIDT / JEFF BOECKER

Name

979-218-4096 / 979-218-4098

Phone #

QUOTES – Citizen Collection Site Trash Pickup - Container Quotes

Type of Container Est. quantity of containers:		Monthly rental cost per container:	Extended cost per month:	
2 Cubic Yard Stationary Compactor	7	145.00	1,015.00	
40 Cubic Yard Roll Off Receiving Container	7	0	0	
40 Cubic Yard Open Top Roll-Off Container	2	0	0	
30 Cubic Yard Open Top Roll Off Container (White Goods)		0	0	
		TOTAL	1,015.00	

Location of Pickup	Type of Container being Hauled	Cost per Haul	
21303 Kathy Fleming Road	40 Cubic Yard roll off receiving Container		
21303 Kathy Fleming Road	30 Cubic Yard Open Top Roll Off Container	145.00	
12722 Copperhead Road	(2) 40 Cubic Yard Roll Off Receiving Container	165.00	
12722 Copperhead Road	30 Cubic Yard Open Top Roll Off Container (White Goods)	145.00	
10940 State Highway 30	40 Cubic Yard Roll Off Receiving Container	165.00	
7250 Raymond Stotzer Pkwy	40 cubic Yard Roll Off Receiving Container	165.00	
9125 Mumford Road	40 Cubic Yard Roll Off Receiving Container	165.00	
1495 Silver Hill Road	40 Cubic Yard Roll Off Receiving Container	165.00	
2617 West Highway 21, Bryan, TX 77803	30 Cubic Yard Open Top Roll Off Container	145.00	
2617 West Highway 21, Bryan, TX 77803	40 Cubic Yard Open Top Roll Off Container	165.00	
	TOTAL	1,590.00	

QUOTES – Citizen Collection Site Trash Pickup - for Hauling of Trash/Goods

Bid No. 24-003 Page **19** of **21**

H. LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- 3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- 4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name:TEXAS COMME	RCIAL WASTE
Authorized Company Representative:_	RON SCHMIDT
Address: P.O. BOX 645	
BRYAN, TEXAS 77806	
Signature:	
Date: 7/5/2023	
Contract #:	

I. CERTIFICATION OF BID

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

Signed By:			
Typed Name: <u>R</u>	ON SCHMIDT	Title:	GENERAL MANAGER
Company Name:	TEXAS COMMERC	CIAL WASTE	
Phone: 979-77	5-7171		
Mailing Address:	P.O. BOX 645		
	BRYAN, TEXAS 7	7806	

END OF BID REQUEST NO. 24-003 SOLID WASTE HAULING/RECYCLING & COLLECTION SITE TRASH PICKUP

By signing below, Brazos County agrees that this bid, 24-003 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By:	>
Brazos County Commissioner's Court: DUANE F	ETERS, COUNTY JUDGE
Date: AUGUST 15, 20	23
Attest: Karea Mc Lucer	
Brazos County Clerk: KAREN MCC	LUEEP

Bid No. 24-003 Page 21 of 21

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

References (Section E)
 Legislative Certifications (Section H)
 All Addendums (if applicable)
 Certification of Bid (Section J)



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803 PHONE (979) 361-4290 FAX (979) 361-4293

May 19, 2025

Texas Commercial Waste 1820 N Harvey Mitchell Pkwy Bryan, TX 77807

Re: Renewal of Contract # 26-002R Solid Waste Hauling/Recycling and Citizen Collection Site Trash Pickup.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for #26-002R Solid Waste Hauling/Recycling and Citizen Collection Site Trash Pickup, previously known as 24-003.

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2025 to September 30, 2026.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to sdubec@brazoscountytx.gov or fax to (979) 361-4293. Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4294.

Contact Name:	JEFF BOECKER	Title:
Contact mannes		_1.1.1

itle: GENERAL MANAGER

E-Mail: TCW BOECKER@HOTMAIL.COM

Telephone: 979-775-7171

MERCIAL WASTE

forized Signature

S COUNTY

Duane Peters, County Judge

WANDA J. WATSON CO. JUDGE PROTEM

6-12-LO25 Date

6/24/25

Date

	the second s	as 24-003 2025 - September	a transferration of the local data and the local data and the local data and the local data and the local data		
	ractors: Exposition Complex ·	Solid Waste Haulin		kas Commercial Wa	ste
Type of Container	Quantity of	Sona music naulin	Rental Cost/Day	Contraction of the second	Rental
30 Cubic Yard Open Top Roll Off	Container 5		\$0.00	\$0.00	Cost/Month \$0.00
	1 (spare/as needed)		\$0.00	\$0.00	\$0.00
	Total		\$0.00	\$0.00	\$0.00
Quote	for Hauling of Mixe	d Trash/Solid Waste	- The Exposition	Center Cost per Haul	
ocation for Container to be Hauled	Type of Waste being Hauled	being Hauled		during normal working hours 8am-5pm Monday Friday	Cost per Haul after hours listed above and or Weekends
Landfill Located in Anderson Texas	Mixed Trash	30 Cubic Yard Open Top Roll Off Container		\$165.00	\$165.00
To Contractor's Locations for Recycling	Compost/Shavings, Construction Mixed Materials, Sawdust, Cardboard	30 Cubic Yard Open Top Roll Off Container		\$165.00	\$165.00
Address of Contractor's Recycle Location			1820 N Harvey	Mitchell Pkwy, Brya	n, Texas 77807
	otes - Citizen Collect	ion Site Trash Picku	p - Container Quo	and the second se	States in such as the set
Type of Container	Est. Quantity of Containers:			Monthly rental cost per container:	Extended cost per month:
2 Cubic Yard Stationary Compactor	7		-	\$145.00	\$1,015.00
40 Cubic Yard Roll Off Reciving	7			\$0.00	\$0.00
Container 40 Cubic Yard Open Top Roll Off	2			\$0.00	\$0.00
Container 30 Cubic Yard Open Top Roll Off					
Container (White Goods)	2 - Citizen Collection S	ite Trash Pickun - fo	r Hauling of Trach	\$0.00 /Goods	\$0.00
Location of Pickup	Type of Container			Cost per Haul	
21303 Kathy Fleming Road	being Hauled 40 Cubic Yard Roll Off Receiving			\$165.00	
21303 Kathy Fleming Road	Container 30 Cubic Yard Open Top Roll Off			\$145.00	
21303 Katily Fleming Koau	Receiving Container			110.00	
12722 Copperhead Road	(2) 40 Cubic Yard Roll Off Receiving Container			\$165.00	
12722 Copperhead Road	30 Cubic Yard Open Top Roll Off Container (White			\$145.00	
10940 State Highway 30	Goods) 40 Cubic Yard Roll Off Receiving			\$165.00	
7250 Raymond Stotzer Pkwy	Container 40 Cubic Yard Roll Off Receiving			\$165.00	
9125 Mumford Road	Container 40 Cubic Yard Roll Off Receiving Container			\$165.00	-
1495 Silver Hill Road	40 Cubic Yard Roll Off Receiving Container			\$165.00	
2617 West Highway 21, Bryan, TX 77803	30 Cubic Yard Open Top Roll Off Container			\$145.00	
2617 West Highway 21, Bryan, TX 77803	40 Cubic Yard Open Top Roll Off Receiving Container			\$165.00	
		TOTAL		\$1,590.00	
Description		DELIVERY TIME			
Delivery of empty container during		J. Oak		2-4 HOURS	
regular hours Pick up of full container with recyclable materials during regular				2-4 HOURS	
hours ick up of full container with mixed trash during regular hours				2-4 HOURS	
elivery of Empty Container During After Hours				2-4 HOURS	
Pick Up of Full Container with Recyclable Materials During After Hours				2-4 HOURS	
Pick Up of Full Container with Mixed Trash During After Hours				2-4 HOURS	
Reliable Contact:			Ron Schmidt 979-	218-4096/Jeff Boec	ker 979-218-4098
Reliable Contact.					and the second se



DEPARTMENT:	NUMBER	R:	
DATE OF COURT MEETING:	6/24/2025		
ITEM:	Refunds • a. Don Hart's Radiator Service Center, Inc - \$58.10 Overpayment • b. Samantha Stinnett - \$525.93 Payment in Error • c. Capital Title of Texas, LLC - \$3,965.61 Payment in Error		
TO:	Commissioners Court		
DATE:	06/17/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	\$0.00		
	If a taxpayer applies for a re erroneous or excessive. If excessive and the auditor ag	S Payments (Tax Code Section 31.11) Fund, the collector must determine whether the payment the collector determines the payment was error rees, the collector refunds the payment from availabl appropriated for making refunds.	neous or
NOTES/EXCEPTIONS:	Certain refunds require app collects taxes for a single tax the taxing unit's governing bo	Tax Code Section 31.11(a)(1) and (a)(2)) roval from the taxing unit's governing body. If a ing unit, refunds exceeding \$500 must receive appro dy. If a collector collects taxes for more than one tax st receive approval from the taxing unit's governing b	oval from xing unit,
		unty Auditor has chosen to present all tax refund those that do not require approval from the Court.	Is to the
ATTACHMENTS:			
File Name CC_Refunds_06172025_(002).pdf	Description Tax Refund Applications	<u>Түре</u> Backup Material	

Melissa Leonard, PCAC Brazos County Tax Assessor/Collector 4151 County Park Ct Bryan TX 77802 979-775-9930 979-775-9938 Fax

REFUNDS PENDING 06/17/2025

DON HART'S RADIATOR SERVICE CENTER INC		
20123 FM 362 RD WALLER TX 77484		
DON OR BETTY HART		
72727		
\$ 58.10		

REQUESTOR	SAMANTHA STINNETT
ADDRESS	2173 STONE MEADOW CIR BRYAN TX 77803
OWNER NAME	HELEN STINNETT
PROP ID#	27317
REFUND AMOUNT	\$ 525.93

REQUESTOR	CAPITAL TITLE OF TEXAS LLC	
ADDRESS	3375 UNIVERSITY DR E STE 311, BRYAN, TX 77802	
OWNER NAME	RAMOS LUIS M & DAMIANA BERNAL	
PROP ID#	41325	
REFUND AMOUNT	\$3965.61	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Offi 4151 County Park Cour Bryan, Texas 77802	<i>Collecting Tax for: (taxing entities)</i> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD				
OWNER'S NAME AND A HART DON & BETTY PO BOX 758 WALLER TX 77484-0758	DDRESS				
PROPERTY DESCRIPTION Legal: LYNNDALE ACRES Address: 2927 N TEXAS Account # 72727	S PH 1, BLOCK 2, LOT 5				
U	<u>ATION</u> Tax Year of Refund 2024	Payment Date 05/31/25	Amount Paid \$949.73	Refund Amount Requested \$58.10	
Taxpayer's reason for refu <u>REFUND TO:</u> DON HART'S RADIATOR 20123 FM 362 RD WALLER, TX 77484					
Signature	nd of the above described t		6 -12- Date	on this form is true and correct." - 2025	
	nt on this application, you c	could be found guilt	Email Address	demeanor or a state jail felony	
TAX REFUND DETERM	INATION				
Authorized Officer of taxing u	Mutson re Co, Juxoe Pr		Date	4/25	

Authorized Officer Signature

Date

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Rec	eipt	Num	ber	
:	346	1553	1	
Date Posted	·	;	05/31/	2025
Payment Type	÷ .	;		P
Payment Code	Э.	-	Over/Re	fund
Total Paid		1	\$94	9.73

PAID BY:

DON HARTS RADIATOR & DECS PO BOX 758 WALLER, TX 77484-0758

Property ID	Geo	-1		- N/2 - L	egal Acre		1.0	Owne	r Name and	Address	
72727	394000	-0102-0050)	0	0.0000	addagad fe ayfar ann in tra a basa, fe an talaitín. S		ON & BE	TTY	dinatory - a no - Far any	1
LYNNDALE ACRES P	H 1, BLOCI		gal Description	115		· · · · · · · · · · · · · · · · · · ·	PO BOX WALLEF		484-0758		•
Situs 2927 N TEXAS AVE			DBA Name			••••••••••••••••••••••••••••••••••••••		nga mata ta a mana dia mangana ana			
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150815	N	58.10	0.00	0.00	0.00	0.00	58.10
BRAZOS COUNTY	2024	0.41970	39,640	58346	N	166.37	0.00	21.62	0.00	0.00	187.99
CITY OF BRYAN	2024	0.62400	39,640	58346	N	247.35	0.00	32.15	0.00	0.00	279.50
BRYAN ISD	2024	0.94690	39,640	58346	N	375.35	0.00	48.79	0.00	0.00	424.14 949.73

Balance Due As Of 05/31/2025: -58.10

Tender	Details		 Description	anantopromotion a majo sente a	· · ·	Amount
Check	2663	to and the state	 · · · · · ·	an der over ton		949.73
						040 72

Operator

Batch

56993 (6/4/25 MM)

2 Charleston

Total Paid

949.73

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930

OWNER'S NAME AND ADDRESS

SEDDON HELEN STINNETT (LIFE ESTATE) 7007 CREEK SHADOWS DR BRYAN TX 77808-9464

PROPERTY DESCRIPTION

Legal: FOREST CREEK ESTATES, LOT 10, ACRES 2.86 Address: 7007 CREEK SHADOWS DR , Account # 27317

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2019	11/28/2024	\$100.00	\$100.00
ZREFUND	2020	11/28/2024	\$200.00	\$200.00
ZREFUND	2024	12/03/2024	\$40.93	\$40.93
ZREFUND	2021	12/03/2024	\$30.00	\$30.00
ZREFUND	2019	12/05/2024	\$80.00	\$80.00
ZREFUND	2022	12/05/2024	\$75.00	\$75.00
			TOTAL:	\$525.93

Taxpayer's reason for refund: PAYMENT IN ERROR

REFUND TO: STINNETT SAMANTHA 2173 STONE MEADOW CIR BRYAN TX 77803 Sign below and return form to the Brazos County Tax Office. "Hereby apply for the refund of the above-described takes and certify that the information on this form is true and correct." Signiture Date Phone # If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tak refund is [Disapproved proved Authorized Officer Signature CO. JUDGE PROTEM

6/24/25 Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD

Laura J. Emerson

From:	propertytax
Sent:	Tuesday, June 10, 2025 12:04 PM
То:	Laura J. Emerson
Subject:	FW: Correction of payments made to wrong account.
Attachments:	IMG_1009.png; IMG_1008.png; IMG_1007.png; IMG_1010.png; IMG_1011.png; IMG_
	1005.png; IMG_1006.png

From: Samantha Stinnett <samrenstin53@gmail.com> Sent: Tuesday, June 10, 2025 11:36 AM To: Samantha Stinnett <samanthareneestinnett@gmail.com>; propertytax <Propertytax@brazoscountytx.gov> Subject: Re: Correction of payments made to wrong account.

Brazos County Disclaimer ***** This is an email from an EXTERNAL source. DO NOT click links or open attachments unless you recognize the sender and have verified that the content is safe. Never enter USERNAME, PASSWORD or sensitive information on pages linked from this email.****

Your assistance in correcting this situation is appreciated.

On Wed, Jun 4, 2025 at 7:07 PM Samantha Stinnett <<u>samanthareneestinnett@gmail.com</u>> wrote:

Samantha Stinnett 2173 Stone Meadow Circle Bryan, Texas 77803 <u>Samanthareneestinnett@gmail.com</u> (979)218-8526 May 13, 2025

Brazos County Tax Office Bryan, Texas

Subject: Correction of account payments

Dear Sir/Madam,

I am writing to formally request a correction regarding payments made to the Tax Office. Payments were incorrectly applied to the account under the name of Helen Stinnett (life estate) @ <u>7007 Creek Shadows Dr.</u> <u>Bryan, TX 77808</u>. When they should have been made to my correct account, under the name Samantha Renee Stinnett @ 2173 Stone Meadow Cir, Bryan, TX 77803.

Details of the payments made:

- Date: see screenshots below
- Amounts: see screenshots below

Incorrect Account Number: 27317

Correct Account Number: 363854

I kindly ask that these payments be reassigned to the appropriate account as soon as possible. Please confirm once the correction has been made or if you require any further information to complete the process.

Thank you for your prompt attention to this matter. I appreciate your assistance in correcting this matter.

Sincerely, Samantha Renee Stinnett (979) 218–8526

Sent from my iPhone

 $200 \cdot 00 + 40 \cdot 93 + 700 + 100 \cdot 00 + 80 \cdot 00 + 75 \cdot 00 + 100 +$

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MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Nu	mber
33857	51
Date Posted	11/28/2024
Payment Type	P
Payment Code	Partial ***
Total Paid	\$100.00

PAID BY:

SEDDON HELEN STINNETT (LIFE ESTATE) 7007 CREEK SHADOWS DR BRYAN, TX 77808-9464

27317 273000-0000-0100 Legal Descri	2.8600	+	7007 CRE	EK SHAD	OWS DR	(LIFE EST/	
	puon		BRYAN, T	X 77808	-9464		
FOREST CREEK ESTATES, LOT 10, ACRES 2.86	Anti-selected water existence of Marine (Marine And Marine Marine) and a selection of Andrease Residence of the An						
Situs	A Name						
7007 CREEK SHADOWS DR ,		l					
Entity Year Rate Taxable	Value Stmt # Void O	iginal Tax 🚳	Discnts	P&I /	Att Fees	Overage A	mount Pd
and the second s	45.020 110844 N	11.50	0.00	2.78	0.00	0.00	14.28
	10,020 110844 N	69.04	0.00	16.68	0.00	0.00	85.72 100.00
				Bala	ince Due A	s Of 11/28/20	24: 1411.54

TAX RECEIPT

DUPLICATE

· ·

100.00

*** Payment code of 'Partial' indicates this transaction is considered a partial payment. Please contact the Tax Office for balance due information.

 Operator
 Batch
 Total Paid

 tmoore
 54089 (PMT Internet CC 11292024)
 100.00

 Special Condition Exists for this Property
 100.00

Search

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amou	nt	\$100.	00
Email	samrenstin53@gmail.com		Status		\checkmark	Completed
Transaction ID	241128165625021DEC8C9		Source	9	Mobi	le
Reference ID	2411281653163AC25ED8B241128	316531	Confir	mation #	38613	393865
Received Date	11/28/2024 04:56 PM		Payme	ent Method	Mastert	a
Phone	9795712271		Payme	ent Method Last Four	3983	
Address	2173 Stone Meadow Cir Bryan TX 77803					
ITEM ID		AMOUNT		PROPERTY ID		TAX YEAR
7E8B1C1458417	387BA2F	\$100.00		27317		2019
Fee		\$2.24				
Total		\$102.24				

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Nur	nber
338575	3
Date Posted	11/28/2024
Payment Type	P
Payment Code	Partial ***

\$200.00

Total Paid

PAID BY:

SEDDON HELEN STINNETT (LIFE ESTATE) 7007 CREEK SHADOWS DR BRYAN, TX 77808-9464

Property ID	Geo			1000 A 100 A 200 A 200 A 40 A 40 A 40 A 40 A 40	egal Acres				r Name and	3.3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
27317	273000-	0000-0100)	2.	.8600				ADOWS DF		IA
		Le	gal Description		200 La 1	51		TX 7780		`	
FOREST CREEK EST	TES, LOT	10, ACRES	2.86	n en les rédésachéses services mus	Mananal - Jana, Kara, and Sarayan Maka		D.(17.14)				
Situs		· · · · · · · · · · · · · · · · · · ·	DBA Name								
7007 CREEK SHADO	OWS DR ,										
and the state of the system of the state of the state								6.01			
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	and the "the "test - sets " all all -	P&I	Att Fees	Conductor love that in the work	Amount Pd
EMG SVCS DIST #2	2020	0.02702	159,522	115231	N	23.78	0.00	4.56	0.00	0.00	28.34
BRYAN ISD	2020	1.23250	124,522	115231	N	144.05	0.00	27.61	0.00	0.00	171.66 200.0 0
								B	alance Due A	s Of 11/28/2	2024: 1211.53
				B 2 B 1				Descript		S OF 11/28/2	Amount
			and the second of the factor was asked as a factor	Details CC XX-241	1 Conv.Char	ge 0.00		Descript			200.00

TAX RECEIPT

DUPLICATE

200.00 200.00

*** Payment code of 'Partial' indicates this transaction is considered a partial payment. Please contact the Tax Office for balance due information.

Total Paid Operator Batch 54089 (PMT Internet CC 11292024) 200.00 tmoore

CatalisGovPay Portal

Search

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amour	nt	\$200.	00	
Email	samrenstin53@gmail.com		Status		\sim	Completed	
Transaction ID	24112817296636703CF6B		Source		Mobil	e	
Reference ID	2411281726653E192404B2411281	7266	Confir	mation #	79727	714215	
Received Date	11/28/2024 05:29 PM		Payme	ent Method	Master	•	
Phone	9795712271		Payme	ent Method Last Four	3983	<i></i>	
Address	2173 Stone Meadow Circle Bryan TX 77803		,				
ITEM ID	apadema an	AMOUNT	annan ann an Anna an An	PROPERTY ID		TAX YEAR	
7E8B1C14AE6171	55FA95	\$200.00	94 - Margar - Proposition Constantin t	27317		2020	
Fee	որ էջերա է էրելու արդեր չափ դորությունը, որ չեր էրենա համանատերի համանաս համանատե	\$4.23	inge bige innig herstenderer en	[2] S. Sanga Kong (Phile and an Annual Science) (Interface) (In	na ang mana na marang mangar	nalma sa danakan karan ina anang sang mang sa dan jara ya ya jara jarang karang karang karang karang karang ka	
Total	 The prove of a second second second second provide the second s second second se second second s second second se	\$204.23	ga a ga a sangga a sa			n na	

TAX RECEIPT DUPLICATE **

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Nu	mber
338758	33
Date Posted	12/03/2024
Payment Type	P
Payment Code	Full
Total Paid	\$40.93

PAID BY:

Samantha Stinnett

Property ID 27317	Geo 273000-	0000-0100			egal Acres .8600		Owner Name and Address SEDDON HELEN STINNETT (LIFE ESTA 7007 CREEK SHADOWS DR			4	
		. Le	gal Description				BRYAN, T			`	
FOREST CREEK EST	ATES, LOT	10, ACRES									
Situs 7007 CREEK SHAD	OWS DR ,		DBA Name		in ing Ani ang	eta tada eta		nar , nagaanata			
Entity	Year	Rate	Taxable Value	Stmt #	Vold	Original Tax	Discnts	P&I	Att Fees	Overage A	mount Po
EMG SVCS DIST #2	2024	0.02006	204,046	120246	N	40.93	0.00	0.00	0.00	0.00	40.93 40.9 3
								88	alance Due A	s Of 12/03/20	24: 1174.86
			Tender	Details			D	escripti	ion		Amount

40.93 **40.93**

Batch

Operator

6/10/25, 2:47 PM

Search

CatalisGovPay Portal

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amour	nt	\$40.9	3
Email	samrenstin53@gmail.com		Status		A C	Completed
Transaction ID	24120312264631ACB3D8F		Source	•	Mobi	e
Reference ID	2412031223903305E3CB524120	312239	Confiri	mation #	5462	291105
Received Date	12/03/2024 12:26 PM		Payme	ent Method	Master	Q
Phone	9795712271		Payme	ent Method Last Four	3983	-
Address	2173 Stone Meadow Cir Bryan TX 77803					
ITEM ID	aan ay ta diga darah taka menendeki kenangka dekandikan di kana kana kana kana kana kana kana kan	AMOUNT		PROPERTY ID		TAX YEAR
7E8C3104FB172	EB8B3B1	\$40.93		27317	addings - 100 and a - 100 Million	2024
Fee	nan an ann an Anna an Anna an Anna an Anna an Anna an Anna An	\$1.75				
Total		\$42.68				

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt	

3388633	3
Date Posted	12/03/2024
Payment Type	Р
Payment Code	Partial ***
Total Paid	\$30.00

PAID BY:

STINNETT SAMANTHA

Property ID 27317	Geo 273000-	0000-010	0	A MARK AND HILL	egal Acres 8600			and a starting which the start		(LIFE EST	TA
		Le	gal Description				BRYAN,	TX 77808	-9464		
FOREST CREEK EST	ATES, LOT	10, ACRES	2.86								
Situs 7007 CREEK SHAD	OWS DR ,		DBA Name						ang at an ang mpanan	and and and the second second	10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees		Amount Pd
EMG SVCS DIST #2	2021	0.02756	173,453	115882	N	4.05 22.13	0.00	0.59 3.23	0.00	0.00 0.00	4.64 25.36
BRYAN ISD	2021	1.22680	138,453	115882	N	22.13	0.00	3.25	0.00	0.00	30.00
								Bal	ance Due A	s Of 12/03/2	024: 1144.86
			Tender	Details				Descriptio	n		Amount
			Credit Card	13 Million Button . March . El	2 Conv.Charg	ge 0.00		- مەركۈنىڭ رەۋەكەلھىلھەلار بىرى	baraan a a aka≦bd	282 Editorian	30.00

30.00 30.00

True Automation, Inc.

*** Payment code of 'Partial' indicates this transaction is considered a partial payment. Please contact the Tax Office for balance due information.

Total Paid <u>Nel constant</u>esta o constantes h Operator Batch ____M 30.00 54163 (CC PAYMENTS 12/04/2024) tmoore

6/10/25, 2:47 PM

CatalisGovPay Portal

Search

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amoun	t	\$30.0	0
Email	samrenstin53@gmail.com		Status			Completed
Transaction ID	24120312291909EBCBC48		Source		Mobil	e
Reference ID	2412031228777F497BE4A2412031	2287	Confirm	nation #	4620	565635
Received Date	12/03/2024 12:29 PM		Payme	nt Method	Masterca	ġ
Phone	9795712271		Payme	nt Method Last Four	3983	
Address	2173 Stone Meadow Cir Bryan TX 77803		,			
ITEM ID	- International sector and a sector a sector and a s	AMOUNT		PROPERTY ID		TAX YEAR
7E8C31058E172E	E79805B	\$30.00		27317		2021
Fee		\$1.75	. I sandh ka sakar kironak			
Total		\$31.75				

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

 Receipt Number
3389833

Date Posted	12/05/2024
Payment Type	P
Payment Code	Partial ***
Total Paid	\$80.00

PAID BY:

STINNETT SAMANTHA

Property ID	Geo		k frank de la	WARD IN AND A CARD	gal Acre	S		and allow dineto in the	r Name and	"ALUMANA	
27317	273000-0	0000-0100)	2.8	8600	4			I STINNETT ADOWS DF		Γ Α
a		Le	gal Description				BRYAN,			(
OREST CREEK ESTA	TES, LOT	all, a real extensions	a new without a sine with a set and with	an an all and the second s	-manut - Eastle and the holes	alan alah seri di semaker seri diri si senara di seri s	Brenzie,				
Situs			DBA Name								
7007 CREEK SHADO	WS DR ,	The the second	and the first set of a landstate in the set of the land in the set of the first of the set of the set of the set							1, 1, 1, 10, 10, 10, 10, 10, 10, 10, 10,	
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
MG SVCS DIST #2	2019	0.03000	145,020	110844	N	9.17	0.00	2.25	0.00	0.00	11.42
BRYAN ISD	2019	1.27000	110,020	110844	Ν	55.05	0.00	13.53	0.00	0.00	68.58 80.00
									alance Due A		

TAX RECEIPT

DUPLICATE

80.00

*** Payment code of 'Partial' indicates this transaction is considered a partial payment. Please contact the Tax Office for balance due information.

Operator Batch tmoore 54211 (PMT Internet CC 12062024) 80.00 Special Condition Exists for this Property 6/10/25, 2:48 PM

CatalisGovPay Portal

Search

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amou	nt	\$80.0	00
Email	samrenstin53@gmail.com		Status			Completed
Transaction ID	241205162490054B7342D		Source		Mobi	le
Reference ID	2412051623283AFA6670A24120	516232	Confir	mation #	5636	392165
Received Date	12/05/2024 04:24 PM		Payme	ent Method	Mastered	10
Phone	9795712271		Pavme	ent Method Last Four	3983	
Address	2173 Stone Meadow Cir Bryan TX 77803		,			
ITEM ID	un han mananan un dhaudan anan an bida an an dhu ta adhu dhe shinan ngan an dhe barran an anna dhe an dh'an bha	AMOUNT	ngin er strandig onn strandin onder om skillerin.	PROPERTY ID		TAX YEAR
7E8C513EAC175	5A811934	\$80.00	an a garan a sa an ann a san an ann an ann an ann an	27317		2019
Fee		\$1.84	Andre and F and the local for	1. S. Republication of the contract of properties of the transmission of a second basis of address on the contract of the c	an a di fa a fin - a f	No an data ana ang ang ang ang ang ang ang ang an
Total		\$81.84				a ja na na nanana na sa

** DUPLICATE **

MELISSA LEONARD, PCAC PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

The final start of the first	Receipt Number	1 100 Star 918 2.
	Receipt Number	

338983	5
Date Posted	12/05/2024
Payment Type	P
Payment Code	Partial ***
Total Paid	\$75.00

PAID BY:

STINNETT SAMANTHA

Property ID 27317	Geo 273000-	0000-010)	Lay addition invent FA	egal Acre 8600	5		La Contraction Production Alternation	TINNETT	Address	ГА
		Le	gal Description	o de la c				TX 77808-		•	
FOREST CREEK ESTA	TES, LOT		2.86								
Situs 7007 CREEK SHADO		in a start and a	DBA Name				ining total a manage	ale de color e terre			a 181 -
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
EMG SVCS DIST #2	2022	0.02239	189,901	116779	N	9.58	0.00	0.92	0.00	0.00	10.50 64.50
BRYAN ISD	2022	1.13960	139,901	116779	N	58.86	0.00	5.64	0.00	0.00	75.00
										As Of 12/05	

Credit Card CC XX-2412 Conv.Charge 0.00

75.00 **75.00**

*** Payment code of 'Partial' indicates this transaction is considered a partial payment. Please contact the Tax Office for balance due information.

Operator Batch tmoore 54211 (PMT Internet CC 12062024) 75.00

Special Condition Exists for this Property Page: 1

6/10/25, 2:48 PM

CatalisGovPay Portal

Search

Brazos County - TX - Tax



Payment Information

Name	Samantha Stinnett		Amoun	nt	\$75.00	
Email	samrenstin53@gmail.com		Status		V Co	mpleted
Transaction ID	2412051339513A86CB306		Source	•	Mobile	
Reference ID	24120513374731126C42D24120	513374	Confirm	nation #	428388	3245
Received Date	12/05/2024 01:39 PM		Payme	ent Method	Mastereato	
Phone	9795712271			ent Method Last Four	3983	
Address	2173 Stone Meadow Circle Bryan TX 77803		,		0000	
ITEM ID		AMOUNT		PROPERTY ID	T	AX YEAR
7E8C5114B81734	A3119B1	\$75.00		27317	2	022
Fee		\$1.75		ата де динандарање одреговорскот — Чког и на саре с , лекон стор, стор и на данано, от Волгадоно Саре и на саре стор саре стор саре саре саре саре саре саре саре сар	an nan a suit ann an	and and a sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-
Total		\$76.75			The space of a second star of	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930

OWNER'S NAME AND ADDRESS

RAMOS LUIS M & DAMIANA BERNAL 1901 CARRABBA ST BRYAN TX 77803-5909

PROPERTY DESCRIPTION

Legal: SHIMEN-CARRABBA, BLOCK 4, LOT 1 & 2 Address: 1901 CARRABBA ST , Account # 41325

TAX PAYMENT INFORMATION

Name of Taxing Unit ZREFUND ZREFUND Tax Year of Refund 2022 2023 Payment Date 06/06/2024 06/06/2024

Amount Paid \$1986.25 \$1979.36

Paid Refund Amount Requested \$1986.25 \$1979.36 TOTAL: \$3965.61

Taxpayer's reason for refund: PAYMENT IN ERROR

REFUND TO: CAPITAL TITLE OF TEXAS LLC 3375 UNIVERSITY DR E STE 311 BRYAN, TX 77802

A please apply funds to <u>89449</u> - copy of check original attached (4201 Marsh)

Sign below and return form to the Brazos County Tax Office. "I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

6/24/25

Phone #

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

TAX REFUND DETERMINATION

] Disapproved The tax refund is Approved Th N JUDGE PROTEN Authorized Officer Signature

ure CO. JUDGE PROTEN Date

Authorized Officer Signature

Date

Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD

TAX RECEIPT

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KRISTEEN ROE, CTA PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Rece	ipt Number
33	354922
Date Posted Payment Type Payment Code Total Paid	06/08/2024 P Partial *** \$3,965,61

PAID BY:

CAPITAL TITLE OF TEXAS LLC COLLEGE STATION ESCROW 3375 UNIVERSITY DR E STE 311 BRYAN, TX 77802

Property ID 41325	Geo 571000-	-0004-001	0 egal Description	C	.egal Acres 0.0000	3	1901 C	S LUIS M	& DAMIAN	d Address A BERNAL	
HIMEN-CARRABB	A, BLOCK 4, I	LOTI&2	sgai Description	•			BRYAN	, TX 7780	03-5909		
Situs		· . · · ·	DBA Nar	ne							
1901 CARRABBA	ST,										
									•*	• • • •	
Entity RAZOS COUNTY ITY OF BRYAN RYAN ISD	Year 2022 2022 2022	Rate 0.42941 0.62400 1.13960	Taxable Value 184,469 184,469 184,469	105340 105340	Vold N N N	Original Tax 262.16 380.97 695.75	0.00	76.03 110.49 201.77	Att Fees 50.73 73.72 134.63	Overage 0.00 0.00	388.92 565.18
TY OF BRYAN RYAN ISD RAZOS COUNTY	2023 2023 2023	0.62400 0.94920 0.40970	233,630 233,630 233,630	107045 107045	NNN	541.64 823.92 355.63	0.00	81.24 123.59 53.34	0.00 0.00 0.00	0.00 0.00 0.00 0.00	1,032.15 622.88 947.51 408.97
								E	alance Due	As Of 06/06/2	3,965.61
			Tender Check	Details 2642				Descripti			Amount 3965.61 3965.61
CARITAL XIX					-			:			
CAPITAL IIIL	E OF TEXAS,	LLC COLL	EGE STATION ES	CROW ACC	1						264
								.*			
24-802894	L-AG		Chec	k Date: 05/	30/2024				2 065 61		
24-802894 PAYEE: SELLER: BUYER:	Kristeen Luis Ran Sarah Mi	nos and D iller Fairro	Brazos County T Damiana Bernal Dw					\$	3 ,965.6 1		
PAYEE: SELLER: BUYER: ADDRESS	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stre	Brazos County T Damiana Bernal Dw eet, Bryan, TX	ax Assess		ч.			3,965.61		
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		ч.	Amount		3,965.61		×
PAYEE: SELLER: BUYER: ADDRESS	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX	ax Assess		н.	Amount \$3,965.6		3,965.61		×
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		м.			3,965.61		
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess					3,965.61		×
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		π.			3,965.61		×
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PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		π.			3,965.61		-
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		π.			3,965.61		
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		π.			3,965.61		
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		π.			3,965.61		
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		ж.			3,965.61		-
PAYEE: SELLER: BUYER: ADDRESS Line Ite	Kristeen Luis Ram Sarah Mi S: 4201 M	nos and D iller Fairro Marsh Stra Des	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	ax Assess		ж.			3,965.61		- -
PAYEE: SELLER: BUYER: ADDRESS Line Ite 1301	Kristeen Luis Ram Sarah Mi 2: 4201 M	nos and D Iller Fairro Marsh Stra Des Taxe	Brazos County T Damiana Bernal Dw eet, Bryan, TX cription es- 2022/2023	77803	n		\$3,965.6	1			
PAYEE: SELLER: BUYER: ADDRESS Line Ite 1301	Kristeen Luis Ram Sarah Mi 2: 4201 M	nos and D Iller Fairro Marsh Stra Des Taxe	Brazos County T Damiana Bernal Dw eet, Bryan, TX Cription	77803	n	Please contac	\$3,965.6	1		rmation.	-
PAYEE: SELLER: BUYER: ADDRESS Line Ite 1301 Payment code of perator Batc	Kristeen Luis Ran Sarah Mi S: 4201 M erns	nos and D Iller Fairro Marsh Stro Des Taxe	Brazos County T Damiana Bernal Dw eet, Bryan, TX cription es- 2022/2023	77803	n		\$3,965.6	1			Total Paid 3,965.61



BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:
DATE OF COURT MEETIN	G:	6/24/2025
ITEM:		FY 24/25 Budget Amendments 36.01
TO:		Commissioners Court
FROM:		Nina Payne
DATE:		06/17/2025
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
ACTION REQUESTED OR ALTERNATIVES:		Request approval.
ATTACHMENTS:		

File Name 36 Coversheet.pdf 36.01.pdf

Description

FY 25 Coversheet 36.01 FY 25 Budget Amendments 36.01 **<u>Type</u>** Cover Memo Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 36.01

On this the 24th day of June 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 24th day of June 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 24th day of June 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

votaro WANDA J. WATSON CO. JUDGE PROTEM County Judge Duane Peters.

Original: County Clerk's Office and Attached to the original budget

BRAZOS COUNTY, TEXAS BUDGET AMENDMENTS No. 24/25 - 36.01 6/24/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
	Constable Precinct 2 -				
General Fund	Administration	Other Revenue	Revenue	8,400.00	
	Constable Precinct 3 -				
General Fund	Administration	Other Revenue	Revenue	8,400.00	
	Constable Precinct 2 -				
General Fund	Administration	Supplies and Other Charges	Expenditure	8,400.00	
	Constable Precinct 3 -				
General Fund	Administration	Supplies and Other Charges	Expenditure	8,400.00	
				(
	1				

General Fund

To recognize a donation of two (2) sets of ballistic glass to be installed in patrol units donated by Operation Safe Shield. As of now, all ten (10) sets of ballistic glass has been installed in patrol units. Donation was approved on December 31, 2024.

	NNP
Date:	6/16/2025

Nunk natin 6 25 County Judge Approval Co. Judge PRO TEM 24 Date

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	30201100	46023000	8,400.00		
01000	30301100	46023000	8,400.00		
01000	30201100	60010000	8,400.00		
01000	30301100	60010000	8,400.00		

BRAZOS COUNTY, TEXAS REQUEST FOR BUDGET AMENDMENT TO INCREASE BUDGET

REQUESTING DEPARTMENT Constable Pct #2 and Constable Pct #3 REVENUE BUDGET FY 2025 FUND DIVISION ACCOUNT ACCOUNT DESCRIPTION DOLLAR AMOUNT 01000 30201100 46023000 Donations - Other (Constable Pct #2) 8,400.00 01000 30301100 46023000 Donations - Other (Constable Pct #3) 8,400.00

TOTAL REVENUES \$ 16,800.00

EXPENSE BUDGET

DOLLAR AMOUNT	T ACCOUNT DESCRIPTION D		N ACCOUNT ACCOUNT DESCRIPTION DOLLAR A		DIVISION	FUND
\$ 8,400.00		Donated Property (Constable Pct #2)		60010000	30201100	01000
8,400.00		Donated Property (Constable Pct #3)		60010000	30301100	01000
-						
				· · · ·		
	2					
			-			
ES \$ 16,800.00	TAL EXPENSES				L	

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 two (2) sets of ballistic glass to be installed in patrol units donated by Operation Safe Shield. As of now, all ten (10) sets of ballistic glass has been installed in patrol units. Donation was approved on December 31, 2024.

ELECTED OFFICIAL OR DEPARTMENT HEAD SIGNATURE

OM

DATE

6-16-25

CERTIFIED BY AUDITOR

Ballistic Glass

Department	VIN	Cost	Completed Date	
Sheriffs Office	1GNSCLED3RR191247	\$6,700.00	1/15/2025	
Sheriffs Office	1GNSCLED9RR191222	\$6,700.00	1/23/2025	New Build
Sheriffs Office	1GNSCLED9RR189700	\$6,700.00	1/22/2025	
Sheriffs Office	1GNSCLED1RR189609	\$6,700.00	1/27/2025	New Build
PCT 1	1GNSCLED3PR373415	\$8,400.00	2/5/2025	
PCT 2	1GNSCLED6PR373439	\$8,400.00	6/4/2025	
PCT 3	1GNSCLED7RR208650	\$8,400.00	3/17/2025	New Build
PCT 3	1GNSCLED2PR372305	\$8,400.00	5/21/2025	
PCT 4	1GNSCLED1PR401275	\$8,400.00	3/13/2025	
PCT 4	1GNSCLED1PR372232	\$8,400.00	3/5/2025	

Total \$77,20

\$77,200.00

SO has decided to accept all glass and shields except passenger side window glass. That is the reason for the difference in cost.

New Builds are Tahoes here at Fleet not built yet.

Units that were recently finished. This completes all the Ballistic glass instilations that were allotted.

Coversheet



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:	Fleet Services	NUMBER:
DATE OF COURT MEETIN	IG:	12/31/2024
ITEM:		Approval requested from Fleet Services to accept a donation of ten (10) sets of ballistic glass in the amount of \$77,200.00 from Operation Safe Shield.
TO:		Commissioners Court
FROM:		Dwayne Holloway
DATE:		12/19/2024
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
ACTION REQUESTED OR ALTERNATIVES:	t.	Request approval for the acceptance of donated balistic glass in the amount of \$77,200 from Operation Safe Shield

ATTACHMENTS:

Description

File Name Memo_to_CC_for_ballistic_glass.pdf Donation_Form.pdf Vehicle_list_for_ballistic_glass_installs.pdf

Memo for ballistic glass donation form vehicle list **Type** Cover Memo Backup Material Backup Material



Duane Peters, Brazos County Judge

Steve Aldrich, County Commissioner Pct. 1 Chuck Konderla, County Commissioner Pct. 2 Nancy Berry, County Commissioner Pct. 3 Wanda J. Watson, County Commissioner Pct. 4

MEMORANDUM

From: Dwayne Holloway Assistant Director Fleet Services

Date: 12/17/2024

RE: Ballistic Glass Donation

Fleet Services requests the Commissioner Court approval to accept a donation of (10) sets of Ballistic Glass. To be divided up as shown on the attached spreadsheet. Ballistic Glass is being donated by Operation Safe Shield. Total Value of donated property is estimated at \$77,200 which includes the cost of installation.

Thank you for your consideration,

Dwoge Illor

Dwayne Holloway

Ballistic Glass

\$77,200.00

Department	VIN	Cost	Completed Date
Sheriffs Office	1GNSCLED3RR191247	\$6,700.00	
Sheriffs Office	1GNSCLED9RR191222	\$6,700.00	
Sheriffs Office	1GNSCLED9RR189700	\$6,700.00	
Sheriffs Office	1GNSCLED1RR189609	\$6,700.00	
PCT 1	1GNSCLED3PR373415	\$8,400.00	
PCT 2	1GNSCLED6PR373439	\$8,400.00	
PCT 3	1GNSCLED7RR208650	\$8,400.00	
PCT3	1GNSCLED2PR372305	\$8,400.00	
PCT 4	1GNSCLED1PR401275	\$8,400.00	
PCT 4	1GNSCLED1PR372232	\$8,400.00	

SO has decided to accept all glass and shields except passenger side window glass. That is the reason for the difference in cost.

Total



DEPARTMENT:	Human Resources	NUMBER:
DATE OF COURT MEETIN	IG: 6/24/2025	
ITEM:	 Approval of F 	Personnel Change of Status
TO:	Commissioners Co	burt
DATE:	06/17/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
NOTES/EXCEPTIONS:	(PAFs). A list of de been reviewed and	is requesting the approval of the following Personnel Action Forms epartments is included on the attached coversheet. All positions have d verified that they fall within budget guidelines. Consequence of non- to the employee pay and/or position.
ATTACHMENTS:		
File Name	Description	<u>Туре</u>
Employment Separations -	Public - 06.24.25 pdf Cover Sheet	Cover Memo

Personnel Change of Status

(Jun 17, 2025)

Commissioners' Court Date: Department Submitting Information: Purpose of Submissions: 6/24/2025 Human Resources Consider and Take Action on Change

Employment

Department Name	Employee Name
County Judge - Administration	Rosiu, Alicia
Road & Bridge - Administration	Keene, Bobby

Separations

Department Name	Employee Name
Exposition Center - Administration	Starkey, Cody*

Personnel Action Forms

Department Name	Employee Name	
Juvenile Services - Administration Community Based	Correa, Itzel	
Juvenile Services - Detention	Gibson, Latoria	
Approved in Commissioners' Court: 06-24-2025 County Judge's or Commissioner's Signature:	Wander The	alter

WANDA J. WATSON CO. JUNGE PRO TEM



DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	6/24/2025	
ITEM:	Approval of Payment of Claims • a. 8210334 - 8210447 • b. 9204796 - 9204864	
TO:	Commissioners Court	
DATE:	03/07/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS:		
File Name	Description	<u>Type</u>
Bill_List-Public_06.24.25.pdf	Payment of Claims	Backup Material



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

ITEM:

Commissioners Court

6/24/2025

03/07/2025

Approval of Payment of Claims • a. 8210334 - 8210447

• b. 9204796 - 9204864

TO:

DATE:

FISCAL IMPACT:

BUDGETED:

DOLLAR AMOUNT:

ATTACHMENTS:

File Name Bill_List-Public_06.24.25.pdf Bill_List-Internal_06.24.25.pdf False False \$0.00 Description

Payment of Claims Payment of Claims - Internal **Type** Backup Material Backup Material

ATTEST: JAM Millung KAREN MCQUEEN APPROVED 20130 6 24/25 Date WANDA J. WATSON CO, JUDGE PRO TEM Duane Peters County Judge

Bill List Commissioners Court

Time run: 6/20/2025 9:39:23 AM

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-0000000-20000100-0000-0000-000000	Advance \- Subledger Total-No	Employee	Aida **************		TRVL000318460147	(1,215.00)
			Daphn*********		ADV000302023717	1,041.75
	Value-No Value		Gabri********		TRVL000315701090	(1,021.21)
			Garre*******		TRVL000318247807	(232.00)
			Haall*******		TRVL000314297896	(1,269.01)
			Jeani*************		ADV000302023713	776.75
			Patri**********		TRVL000314297856	(1,021.21)
			Victo***********		TRVL000318326884	(881.28)
01000-00000000-26940000-00000-0000-000000	General Fund-No Value-Prepaid Conference and Seminars-No Value-No Value-No Value	92108	Texas************Hostage Negotiators	250003872	06-84-25	500.00
01000-00000000-30024100-00000-0000-000000	General Fund-No Value-A/P DSHS \- Birth Fees-No Value-No Value-No Value	16569	Texas************************************		2025346	197.64
01000-0000000-30340000-00000-0000-000000	General Fund-No Value-Deposits	103288	Jacks****************efund		19576	100.00
	Payable \- Brazos Center-No Value- No Value-No Value	103289	Bibbs********		19490	150.00
01000-0000000-30341000-00000-0000-000000	General Fund-No Value-Deposits	102907	Kubot***********nd		R17642	500.00
	Payable \- Expo Center-No Value- No Value-No Value	102942	TAMU *************rship - Refund		R1278	300.00
01000-0000000-37100000-00000-0000-000000	General Fund-No Value-Deferred Revenue \- Co Clerk-No Value-No Value-No Value	103300	Brazo************************************		2025-020162	350.00
01000-0000000-37290000-00000-0000-000000	in Trust \- Coupon Surety Fee-No Value-No Value-No Value	11803	Aggie******		126525	13.50
					126526	13.50
					128799	13.50
		21434	Brazo************nds		121650	13.50
					121651	13.50
					123931	13.50
					124382	13.50
					125094	13.50
					125721	13.50
					125725	13.50
					125731	13.50
					126317	13.50
					126902	13.50
					126907	13.50
					126908	13.50
					126910	13.50
					126916	13.50
					127804	13.50
					128533	13.50
					128534	13.50
					128550	13.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-0000000-37290000-0000-0000-000000		90337	Gage **************		126438	13.50
	in Trust \- Coupon Surety Fee-No				126439	13.50
	Value-No Value-No Value				126440	13.50
					126698	13.50
					127064	13.50
					127113	13.50
					127618	13.50
					127626	13.50
					127904	13.50
					127941	13.50
					127942	13.50
					127953	13.50
					127954	13.50
					127970	13.50
					127971	13.50
					127979	13.50
					127981	13.50
					127997	13.50
					128017	13.50
					128019	13.50
					128029	13.50
				128043	13.50	
					128049	13.50
					128066	13.50
					128079	13.50
					128085	13.50
					128095	13.50
01000-10000100-61750000-00000-0000-000000	General Fund-County Judge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000418	287310416139X06082025	252.09
01000-10500000-61750000-00000-00000-000000	General Fund-Budget Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000057	287310376020X06082025	41.88
01000-11000100-61010000-00000-0000-0000	General Fund-Commissioners Court - Administration-Advertising - Legal Notices-No Value-No Value-No Value	103185	Colum***********	250003916	780022F8-0008	269.77
01000-11000100-61750000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000231	287310378151X06082025	338.65
01000-11000500-60620000-00000-0000-000000	General Fund-Non\-Departmental-	1055	FedEx***********	250001240	8-741-63836.1	7.38
	Postage & Shipping-No Value-No				9-697-18822	4.39
	Value-No Value	96925	Integ	250000513		10,000.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11000500-60620000-00000-0000-000000	General Fund-Non\-Departmental- Postage & Shipping-No Value-No Value-No Value	96925	Integ	250000513	34933	3,867.72
01000-11000500-61880000-00000-0000-000000	General Fund-Non\-Departmental-	20	Bryan******	250000590	2043084 0525	184.43
	Utilities Expenditure-No Value-No Value-No Value	7490	Colle*******ties	250000585	4714752976 0525	324.56
01000-11000500-71025000-00000-0000-000000	General Fund-Non\-Departmental- Contract Services-No Value-No Value-No Value	96925	Integ	250000513	34933	2,223.99
01000-11010000-61750000-00000-0000-000000	General Fund-Court Support \- Criminal-Telephone/Data \- Cellular- No Value-No Value-No Value	11846	AT&T *************	250000952	287310367730X06082025 B	43.28
01000-11010000-71025000-00000-0000-000000	General Fund-Court Support \- Criminal-Contract Services-No Value-No Value	10803	Texas****************ublic Safety	250003995	253245	16,093.09
01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \-	102584	The M*************		2404457	650.00
	Criminal-Court Appointed Attorneys				2500216	650.00
	- County Court at Law #1-No Value Adult Misdemeanor-No Value	801423	Davis***********		2302884	650.00
					2403722	650.00
					2403723	75.00
					2404445	650.00
					2500437	75.00
					2501477	75.00
		802239	Gimbe************		2404328	650.00
		91523	Herna************		2204789	650.00
					2501662	650.00
					2502012	75.00
01000-11010000-72202000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value- Adult Misdemeanor-No Value	800568	Lewis***********		2500227*	650.00
					2500568	75.00
		800687	Shime**************		2404796	650.00
					2501501	650.00
					2501503	75.00
		91523	Herna************		2501826	650.00
01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	103179	Meece**********		Meece Unfiled Felony Possession	75.00
					Meece Unfiled Felony Tampering 61225	1,000.00
		801423	Davis*************		Davis Unindicted Felony 61625	1,000.00
		95315	Law O*************Maltsberger		Maltsberger Unfiled Felony 61625	500.00
		95611	Law O****************helps, PC, The		Garrett Unindicted 61325	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	95315	Law O************Maltsberger		Maltsberger Unfiled Mis 61625	100.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \-	801423	Davis*******		381-J-24 6925	1,200.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No	801838	Gendr******		53-J-25 61625	950.00
		802239	Gimbe***********		057-J-25 6925	800.00
	Value	95315	Law O***********Maltsberger		060-J-23 6925	100.00
					161-J-24 6925	50.00
					387-J-24 6925	150.00
					422-J-23 6925	100.00
					425-J-23 6925	50.00
		95611	Law O*************helps, PC, The		384-J-23 61225	0.00
		96520	Thoma************		001-J-2025 6925	800.00
					108-J-2025 6925	800.00
					177-J-2024 6925	800.00
					213-J-2022 6925	150.00
					357-J-2024 6925	150.00
01000-11010000-72204100-00000-1100-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 472nd- No Value-Juvenile-No Value	95611	Law O****************helps, PC, The		384-J-23 61225	975.00
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \-	102584	The M**************		2501040	1,075.00
		102621	Law O************Medina PLLC		2400353	1,000.00
					2500714	1,000.00
		102828	Sarah*****************LLC		2302193*	1,750.00
					2404349	1,000.00
		103179	Meece******		2001058	1,000.00
					2004054	1,000.00
					2401873	703.00
					2401874	702.00
					25001541	1,000.00
					2500656	701.00
		800568	Lewis**********y		2404113	1,000.00
		802183	Greav***************		2200972	1,075.00
					2200973	1,000.00
		802239	Gimbe***********		2304137	1,000.00
		91624	James*******************gelhauer & Ask		2500864	750.00
01000-11010000-72205000-00000-1104-000000		102621	Law O************Medina PLLC		2304112	75.00
	Criminal-Court Appointed Attorneys				2402762	650.00
	Misdemeanor-No Value	102828	Sarah*************LLC		2500013	650.00
		103179	Meece**************		2404555	444.00
		802239	Gimbe************		2303644	650.00
					2501813*	1,000.00
01000-11010000-72205100-00000-0000-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th- No Value-No Value-No Value	95611	Law O***************helps, PC, The		2403833	125.00
01000-11010000-72205100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th- No Value-Adult Felony-No Value	95611	Law O*****************helps, PC, The		2303149	350.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72205100-00000-1104-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th- No Value-Adult Misdemeanor-No Value	95611	Law O*************helps, PC, The		2404488	175.00
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	103179	Meece******		2403117	1,000.00
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \-	102455	Law O*************mit		2402390	885.00
	Criminal-Court Appointed Attorneys				2402391	815.00
	Value				2402392	800.00
		103179	Meece************		2100629	1,000.00
					2203151	1,000.00
					2500099	1,000.00
					2501153	1,000.00
		800687	Shime************		2400170	1,000.00
		802183	Greav******		1303704	1,000.00
					1404380	2,000.00
					2204460	1,150.00
					2304007	1,075.00
		92302	Turnb**********PLLC		2202914*	2,062.50
		95315	Law O***********Maltsberger		2303955	3,735.00
					2501140	1,000.00
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- 102455	102455	2455 Law O***************mit		2401311	25.00
	Criminal-Court Appointed Attorneys				2401473	100.00
	Misdemeanor-No Value				2500061	650.00
		103179	Meece************		2403234	650.00
					2403235	75.00
		95315	Law O*************Maltsberger		2400388	300.00
					2402928	400.00
					2403618	250.00
					2403750	150.00
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		2104148	1,437.50
01000-11010000-72207300-00000-1102-000000	General Fund-Court Support \-	100000	Law O*************Andreski, PC		2100395-4	2,028.00
		95611	Law O************helps, PC, The		2104148	270.22
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \-	92425	Zaval************		25-0604	170.00
	Criminal-Court Appointed Interpreter-No Value-No Value-No Value				25-0605	170.00
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	96087	Rocke***********PhD PLLC		140023954	2,400.00
01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-	21052	Travi***********		3300009632	4,085.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Autopsy-No Value-No Value-No Value					
01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil- Contract Placement \- Non\-Secure- No Value-No Value-No Value	101343	Roy M************************************		BrazosRMYA0525	29,813.32
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	102621	Law O**************Medina PLLC		22002062 61225 250	250.00
01000-11023610-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Non Custodial Parents-No Value	102295	Cain **************		23001264 61625 2450	2,450.00
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	102621	Law O************Medina PLLC		24003010 61625 130	130.00
01000-11023610-72110000-00000-1104-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Adult Misdemeanor- No Value	95315	Law O**************Maltsberger		2403618	0.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child	101623	Buck ***************		23003335 61325 560	560.00
	Protective Svc \- 472nd-Attorney	101964	Angel************LLC		24003040 61325 53250	532.50
	Fees-No Value-Custodial Parents- No Value	102621	Law O************Medina PLLC		23000815 61225 120	120.00
					23003280 61325 540	540.00
					24003568 61325 120	120.00
					24003593 61325 160	160.00
					25000420 61325 260	260.00
					25000567 61325 190	190.00
					25000939 61325 190	190.00
01000-11024720-72110000-00000-1005-000000		102621	Law O***********Medina PLLC		24001955 61325 990	990.00
	Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value				25000299 61325 110	110.00
	rees-no value-Children-no value				25000839 61325 170	170.00
					25001218 61325 320	320.00
01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents- No Value	102621	Law O*************Medina PLLC		250001042 61325 290	290.00
01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child	102295	Cain *************		22000571 61625 3840	3,840.00
	Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	102621	Law O************Medina PLLC		24001357 61325 460	460.00
01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \-	103215	Ybarr************		873-G 6325 Ybarra	4,023.75
	Guardianship-Court Appointed Attorneys \- County Court at Law #1- No Value-No Value-No Value	800080	Banks****************ys at Law PC		890-G 61025	667.50
01000-11050000-72201300-00000-0000-000000	General Fund-Court Support \-	103215	Ybarr***********		873-G 6325 Ybarra	535.00
	Guardianship-Other Litigation Expenses \- CCL#1-No Value-No Value-No Value	800080	Banks****************ys at Law PC		890-G 61025	40.00
01000-11050000-72202000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #2-	103136	Benn *************		448-G 61125	675.45

Account	Account Description	Supplier Number	Party Name	РО	Invoice Number	Invoice Line Amount
	No Value-No Value-No Value					
01000-11100000-61750000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000012	287313012124x06082025	81.23
01000-11100000-65720000-00000-00000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	97311	Kimba********	250000459	103443733	359.10
01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light	10804	The G************ubber Company	250003855	224-1032900	3,220.00
	Equipment \- Administration-Tires- No Value-No Value-No Value				224-1032902	242.00
01000-11100000-65950000-00000-0000-000000		10090	Sterl**************	250002057	5284851	690.00
	Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No	101274	AutoZ****************	250003588	3 03966900611	267.89
	Value	102326	BDS T************ LP	250000066	66362	95.00
	_	21268	Brazo***********	250000013	216076-25	7.50
					297644-25	7.50
					A15185-25	7.50
					A60669-25	7.50
					A95400-25	7.50
					B74624-25	7.50
		3354	O'Rei************	250002926	2016-343814	174.99
					2016-345535	174.99
				250003320	2016-345717	84.79
					2016-345866	187.75
					2016-345977	187.75
					2016-345998	59.80
					2016-346019	223.84
					2016-346265	9.07
		800213	Bryan*************ental	250003898	7001	218.00
		802094	Rodri************************************	250003179	38503	70.00
01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi***************	250000101	2960136477	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	287310378000x06082025	86.56
01000-11200200-65540000-00000-0000-000000	General Fund-Collections \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	35.00
01000-11210020-61750000-00000-0000-000000	General Fund-Elections Administrator-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000795	287310419224X06082025	165.53
01000-12500100-61750000-00000-0000-000000	General Fund-Risk Management \-	11846	AT&T ************	250000139	287310455953X06082025	78.70

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Administration-Telephone/Data \- Cellular-No Value-No Value-No Value					
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims- No Value-No Value-No Value	96665	Colle*******************Lincoln LLC	250003744	420064	198.89
01000-12500100-65540000-00000-0000-000000	General Fund-Risk Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-13000100-60500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration- Equipment & I.T. Enhancement-No Value-No Value	94806	Perry	250003930	IN-1583379	39.25
01000-13000100-60600000-00000-00000-000000	General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto************Ltd	250003947	374752	273.40
01000-13000100-61750000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000189	287310452452X06082025	40.75
01000-14000006-65055000-00000-0000-000000	000-14000006-65055000-00000-0000-0000000 General Fund-Information Technology \- Non Capital- Surveillance & Security Maintenance-No Value-No Value-No Value	1335	Avine************	250003831	332802	2,130.00
				250003860	332815	1,145.00
01000-14000006-65150000-00000-00000-000000	General Fund-Information Technology \- Non Capital- Computer Maintenance-No Value- No Value-No Value	101129	Flair************	250002165	95743	19,153.86
01000-14000006-71020010-00000-0000-000000	General Fund-Information Technology \- Non Capital-SBITA \- Principal-No Value-No Value-No Value	20990	Axon **************	250002199	INUS350923*	10,416.00
01000-14000100-60170000-00000-0000-000000	General Fund-Information Technology \- Administration- Copier/Printer/Fax Supplies-No Value-No Value	9794	CDW G************	250003832	AE4ZU6F	362.69
01000-14000100-60600000-00000-00000-000000	General Fund-Information Technology \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	250003979	IN-1583511	91.63
01000-14000100-65540000-00000-0000000000000000000000	General Fund-Information Technology \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-14500100-61750000-00000-0000-000000	General Fund-Project Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250001281	287348927768X06082025	111.73
01000-15000100-61500000-00000-00000-000000	General Fund-Human Resources \- Administration-Printing-No Value-No	1229	Alpha***********	250003758	69631	45.58

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value					
01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value- No Value-No Value	1229	Alpha***********	250003507	69449	1,464.21
01000-15000100-61620000-00000-0000-000000		101566	Tango************	250003994	435BE4D5-0005	240.00
	Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner****************	250000696	783134AF-0020	20.00
01000-15000100-61750000-00000-0000-000000	General Fund-Human Resources \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000456	287310447196X06082025	297.90
01000-15000100-61801000-00000-0000-000000		Employee	Jonat******		TRVL000318503712	1,149.76
	Administration-Travel-No Value-No Value-No Value				TRVL000318503733	618.43
					TRVL000318503976	71.35
					TRVL000318503989	301.00
01000-15000100-65540000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-16000100-65540000-00000-0000-000000	General Fund-County Auditor \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	55.00
01000-16500100-61010000-00000-0000-000000	General Fund-Purchasing \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	103185	Colum****************	250003325	1AF1D71A-0078	161.71
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \-	21638	Home ************	250003929	869482836	2,622.00
	Administration-Janitorial Supplies-				869919431	813.60
	No Value-No Value-No Value	91161	Prost*************	250003348	S1232178.001	649.61
01000-17000100-60600000-00000-00000-000000	General Fund-Facilities Services \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	250001597	IN-1583776	135.89
01000-17000100-65050000-00000-0000-000000		11807	Grain******	250000183	9539379686	229.08
	Administration-Building Maintenance-No Value-No Value-No	11869	Lowes******	250002220	983178	83.01
	Value				989621	160.22
		12272	McMas************Company Inc	250000095	47248020	88.61
		21638	Home *************	250003379	869747451	154.96
		288	Griff******************ardware	250000150	211813	52.00
		97525	AED B*************	250000059	182280	179.26
		97596	Amazo***********	250003956	1D9V-3V1P-V9Y1	203.88
01000-17000100-65051000-00000-0000-000000		15561	Capit*************ce of Austin Inc	250000158	06046548	74.34
	Administration-Air Conditioning/Heating Maintenance-	321	Johns*************	250002276	10440962	111.33
	No Value-No Value-No Value				10440988	105.64
		7141	Baker************************************	250003715	FX27237	1,361.25
01000-17000100-65052000-00000-0000-000000		95001	Sherw*************nc	250003317		11.09
	Administration-Carpentry & Building	96213	Acme *************rdware	250003527	4122776	1,251.25

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value					
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \-	20925	Ellio********	250003784	47-66595-01	1,360.00
	Administration-Electrical System Maintenance-No Value-No Value-No	262	Deale***********************************	250002603	S101631534.001	99.58
	Value			250003740	S101626843.001	386.82
					S101627547.001	176.36
		97596	Amazo***********	250003978	1DG9-RCD6-TQLT	64.59
01000-17000100-65055000-00000-0000-000000	General Fund-Facilities Services \- Administration-Surveillance & Security Maintenance-No Value-No Value-No Value	97277	Hardi**************************, Ltd	250003167	PL-33819	1,570.07
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \-	494	Valle******************upply Co Inc	250003473	412883	26.12
	Administration-Plumbing Maintenance-No Value-No Value-No Value	92995	Reece**********************************	250003819	s120887592.001	5,894.89
01000-17000100-65540000-00000-0000-000000	General Fund-Facilities Services \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value	3731	Kone **************	250003142	871718198	2,524.48
01000-17000100-71206400-00000-0000-000000	General Fund-Facilities Services \- Administration-Fire Safety Services- No Value-No Value-No Value	101050	Briga**************s LLC	250002274	SI-09980	4,036.00
01000-17000100-71206600-00000-0000-000000	General Fund-Facilities Services \- Administration-Grease Trap Services-No Value-No Value-No Value	100953	Liqui*************Solutions of Texas LLC	250000035	SVC2768366	1,059.00
01000-17000200-65320000-00000-0000-000000	General Fund-Landscaping-	206	Bryan*******	250000040	81122	396.14
	Equipment Maintenance-No Value- No Value-No Value	7002	Unite************	250000056	14006947	384.80
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping- Grounds Maintenance-No Value-No Value-No Value	102996	Harre***********************************	250001455	INV02047246	340.14
01000-17000300-71025000-00000-0000-000000	General Fund-Facilities Services \-	3731	Kone ************	250003142	871718194	775.00
	Parking Garage-Contract Services- No Value-No Value-No Value				871718195	413.35
	No value-No value-No value				871718198	775.00
01000-18000100-61801000-00000-0000-000000	General Fund-County Attorney \- Administration-Travel-No Value-No Value-No Value	95956	Diner**********	250003971	REF# VO00000027782198	4.42
01000-18000100-65540000-00000-0000-000000	General Fund-County Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	20.00
01000-19000100-61060000-00000-0000-000000	General Fund-District Attorney \- Administration-Bonds-No Value-No Value-No Value	161	Anco ****************es of Bryan/College Station Inc	250003888	36880	71.00
01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \-	101738	Kitte***********	250003650	0006880	4,990.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \-	93937	Kirby************	250003962	25-0601	250.00
	Administration-Court Costs-No Value-No Value	95956	Diner*******	250004011	121086304299	30.09
01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	Employee	Steph*************		TRVL000317048341	486.60
01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	95956	Diner*******	250003885	QCBJUK	1,235.54
01000-19000100-65540000-00000-00000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	85.00
01000-20000100-60600000-00000-00000-000000	General Fund-District Clerk \- Administration-Office Supplies-No Value-No Value	9728	Wilto************Ltd	250003972	374774	141.77
01000-20000100-61750000-00000-0000-000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000359	287310418905X06082025	43.28
01000-20000100-65540000-00000-0000-000000	General Fund-District Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****************ons Inc	250001007	INV965895	50.00
01000-20010000-61801000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Travel-No Value-No Value- No Value	Employee	Saman*************		TRVL000318969742	147.00
01000-21000100-61750000-00000-0000-000000	General Fund-County Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000212	287310415086X06082025	125.64
01000-21000100-61801000-00000-0000-000000	General Fund-County Clerk \-	Employee	Karen************		TRVL000318183977	1,218.04
	Administration-Travel-No Value-No Value-No Value		Victo************		TRVL000318326884	890.80
01000-21000100-65540000-00000-0000-000000	General Fund-County Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	180.00
01000-22000100-61750000-00000-0000-000000	General Fund-85th District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000953	287310367730X06082025 A	163.00
01000-22000100-65540000-00000-0000-000000	General Fund-85th District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	20.00
01000-22100100-61750000-00000-0000-000000	General Fund-272nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **************	250000991	287310201184X06082025	85.59
01000-22100100-61801000-00000-0000-000000	General Fund-272nd District Court \- Administration-Travel-No Value-No	Employee	Jacal************		TRVL000318326995	889.49

Account	Account Description	Supplier Number	Party Name	РО	Invoice Number	Invoice Line Amount
	Value-No Value					
01000-22200100-61750000-00000-0000-000000	General Fund-361st District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000807	287310205841X06082025	171.18
01000-22200100-65540000-00000-0000-000000	General Fund-361st District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	12.00
01000-22300100-60600000-00000-0000-000000	General Fund-472nd District Court \-	94806	Perry	250003760	CM-123298	(7.68)
	Administration-Office Supplies-No Value-No Value				IN-1582021	244.14
01000-22300100-61280000-00000-0000-000000	General Fund-472nd District Court \- Administration-Dues-No Value-No Value-No Value	19936	Texas*************** Court Administration	250004018	06780	75.00
01000-22300100-61490000-00000-0000-000000	General Fund-472nd District Court \- Administration-Petit Jury Expense- No Value-No Value-No Value	94806	Perry	250003760	IN-1582021	256.66
01000-22300100-61750000-00000-0000-000000	General Fund-472nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000819	287339274736X06082025	163.02
01000-22300100-65540000-00000-0000-000000	General Fund-472nd District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-22500100-61110000-00000-0000-000000	General Fund-Felony Associate Judge/Juvenile Court Referee- Conference & Seminar Fees-No Value-No Value-No Value	Employee	Aida ***************		TRVL000318460147	255.00
01000-22500100-61801000-00000-0000-000000	General Fund-Felony Associate Judge/Juvenile Court Referee- Travel-No Value-No Value-No Value	Employee	Aida ****************		TRVL000318460147	996.37
01000-22600100-61750000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration- Telephone/Data \- Cellular-No Value-No Value	11846	AT&T *************	250000853	287310375080X06082025	81.50
01000-22600100-65540000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	130.00
01000-22800100-61750000-00000-0000-000000	General Fund-Family Associate Court – Administration- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000292	287310375535X06082025	81.50
01000-22800100-65540000-00000-0000-000000	General Fund-Family Associate Court – Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-23000100-61750000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **************	250000218	287310376385x06082025	165.53

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-23100100-61110000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Conference & Seminar Fees-No Value-No Value- No Value	Employee	Kathr*************		TRVL000318956780	75.00
01000-23100100-61750000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250003969	287310377781x06082025	81.50
01000-23100100-61801000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Travel-No Value-No Value	Employee	Kathr*************		TRVL000318956780	203.80
01000-23100100-65540000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas*****************ons Inc	250001007	INV965895	12.00
01000-24101100-60620000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Postage & Shipping-No Value-No Value-No Value	126	US Po*************		06172025	730.00
01000-24101100-61280000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Dues-No Value-No Value	95363	Centr*********************** of Peace & Constables Association		CTJPCA -1	30.00
01000-24101100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas*****************ons Inc	250001007	INV965895	15.00
01000-24201100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas*****************ons Inc	250001007	INV965895	15.00
01000-24301100-61880000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle************ties	250000611	1363371733 0525	462.52
01000-24301100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	40.00
01000-24401100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	45.00
01000-26001000-65540000-00000-0000-000000	General Fund-Community Supervision \- Support- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	125.00
01000-26002000-61880000-00000-0000-000000		20	Bryan*******	250000615	2063650 0525	2,740.85
	Support-Utilities Expenditure-No Value-No Value-No Value	60	Atmos************	250000614	3042120522 0525	776.25
01000-28000100-60080000-00000-0000-000000		102362	Angel*************	250003438	INV14300	1,121.05
01000-28000100-60380000-00000-0000-000000	General Fund-Sheriff Office \-	97525	AED B************	250003374	182405	865.04

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Administration-Health Supplies-No Value-No Value-No Value					
01000-28000100-60600000-00000-00000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	93186	Batte***************	250003950	P83307289	47.80
01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value- No Value	95956	Diner************************************	250004010	ZSN92V4GC4B	895.00
01000-28000100-61801000-00000-0000-000000		Employee			TRVL000318247807	996.20
	Administration-Travel-No Value-No Value-No Value		Paul ****************		TRVL000318247794	782.00
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure- No Value-No Value-No Value	60	Atmos*************	250000321	3036538772 0525	957.55
01000-28000100-65320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value	96485	Marat**************	250003469	IN0076663	489.99
01000-28000100-65350000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon************	250000422	105384442	118.73
01000-28000100-65540000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	12.00
01000-28002000-60080000-00000-00000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award************************************	250000271	52760	32.50
01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value- No Value	96384	Best ************************************	250003749	27312	14,448.50
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies- No Value-No Value-No Value	94806	Perry	250003982	IN-1583603	2,373.86
01000-28002000-60500000-00000-000000		16692	Motor**********c	250002030	8282074948	470.44
	Administration-Equipment & I.T. Enhancement-No Value-No Value-				8282094265	10,155.16
	No Value				8282096219	176.00
01000-28002000-60600000-00000-00000-000000	General Fund-Sheriff Office \- Jail Administration-Office Supplies-No Value-No Value	97596	Amazo**************	250003927	1QPV-NDCH-PYK9	149.80
01000-28002000-61060000-00000-00000-000000	General Fund-Sheriff Office \- Jail Administration-Bonds-No Value-No Value-No Value	161	Anco ************************************	250003980	37020	71.00
01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value- No Value	95956	Diner*****************	250003876	693977	262.00
01000-28002000-61500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Printing-No Value-No	1229	Alpha************	250003840	69693	1,745.92

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value					
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co***********	250003805	245447	2,325.00
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail	20	Bryan******	250000326	2295873 0525	944.37
	Administration-Utilities Expenditure- No Value-No Value-No Value			250000327	2293418 0525	263.74
				250000328	2043082 0525	31,714.07
				250000329	2042927 0525	16,587.70
01000-28002000-65350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon***************	250000263	105384442 Jail	204.75
01000-28002000-65540000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	15.00
01000-28002000-65550000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Radio Maintenance- No Value-No Value-No Value	459	Texas****************of Bryan Inc	250002102	29758	450.00
01000-28003000-61395000-00000-0000-000000	General Fund-Jail Medical Services- Inmate \- Health Care-No Value-No Value-No Value	93186	Batte*************	250003997	959-01	48.45
01000-28003000-61750000-00000-0000-000000	General Fund-Jail Medical Services- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250001676	287296987189X06082025	78.70
01000-28004000-61750000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security- Telephone/Data \- Cellular-No Value-No Value	11846	AT&T **************	250000352	287296987482X06082025	359.21
01000-30101100-61500000-00000-00000-000000	General Fund-Constable Precinct 1 \- Administration-Printing-No Value- No Value-No Value	1229	Alpha*************	250003903	INC 69673	120.00
01000-30101100-61750000-00000-0000-000000	General Fund-Constable Precinct 1 - Administration-Telephone/Data - Cellular-No Value-No Value-No Value	11846	AT&T **************	250000314	287296986769x06082025	196.75
01000-30101100-65350000-00000-0000-000000	General Fund-Constable Precinct 1 - Administration-Gasoline Expenditure-No Value-No Value-No Value	7176	Colle************	250000275	2025022	756.60
01000-30201100-60600000-00000-00000-000000	General Fund-Constable Precinct 2 - Administration-Office Supplies-No Value-No Value	94806	Perry	250000471	IN-1583512	72.78
01000-30201100-61750000-00000-0000-000000	General Fund-Constable Precinct 2 - Administration-Telephone/Data - Cellular-No Value-No Value-No Value	97548	Veriz**************	250000144	6115326284	395.10
01000-30201100-65540000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****************ons Inc	250001007	INV965895	12.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-30301100-60500000-00000-00000-000000	General Fund-Constable Precinct 3 - Adminstration-Equipment & I.T. Enhancement-No Value-No Value- No Value	101275	N-Ear************************************	250003856	INV-2025-01409	178.79
01000-30301100-61750000-00000-0000-000000	General Fund-Constable Precinct 3 - Adminstration-Telephone/Data - Cellular-No Value-No Value-No Value	11846	AT&T ************	250000745	287296986923X06082025	199.28
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 0525	462.52
01000-30301100-65540000-00000-0000-000000	General Fund-Constable Precinct 3 - Adminstration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-30401100-61750000-00000-0000-000000	General Fund-Constable Precinct 4 - Administration-Telephone/Data - Cellular-No Value-No Value-No Value	11846	AT&T ***************	250000106	287310412028X06082025	638.24
01000-30401100-65540000-00000-0000-000000	General Fund-Constable Precinct 4 - Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	7.00
01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation- Prescriptions-No Value-No Value- No Value	91765	Camer************************************		May2025Medical	48.58
01000-31000100-65540000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	15.82
01000-31000100-71500000-00000-00000-000000	General Fund-Juvenile Services \- Administration Probation-Rental \- Equipment-No Value-No Value-No Value	91587	Senti***************vices LLC	250002352	207905	3,812.48
01000-31000100-72270000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Dental Services-No Value-No Value-No Value	805027	Svajd********	250003538	19286	60.00
01000-31000100-72660000-00000-00000-000000	General Fund-Juvenile Services \- Administration Probation-Psychiatric Services-No Value-No Value-No Value	91765	Camer************************************		May2025Medical	127.04
01000-31000220-60170000-00000-0000-000000	General Fund-Juvenile Services \-	94806	Perry	250003910	IN-1583209	299.67
	Detention-Copier/Printer/Fax Supplies-No Value-No Value-No Value		-		IN-1583210	240.50
01000-31000220-60350000-00000-0000-000000		101854	Hilan***********mpany LLC	250002895	0540616259065806	279.00
	Detention-Food and Food Supplements-No Value-No Value- No Value	96917	Gordo*****************	250003879	9023650913	1,873.52
01000-35500100-61750000-00000-0000-000000	General Fund-Emergency	11846	AT&T ***********	250000389	287310419907X06082025	86.56

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Management \- Administration- Telephone/Data \- Cellular-No Value-No Value-No Value					
01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	97545	Queen***********f Texas	250000840	13210	4,785.00
01000-36000100-61880000-00000-0000-000000		20	Bryan******	250000616	2337552 0525	156.37
	Administration-Utilities Expenditure-			250000617	2212628 0525	1,650.48
No Value-No Value-No Value				250000618	2300181 0525	3,003.34
				250000619	2212627 0525	7,710.93
				250000620	2212626 0525	11,792.99
				250000621	2212625 0525	4,758.63
				250000623	2212630 0525	26.39
				250000625	2380284 0525	338.19
				250000626	2306756 0525	46.50
				250000627	2382791 0525	50.39
				250000628	2382874 0525	15.61
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \-	97037	WRI 0*********	250002491	P00948	256.00
	Administration-Equipment Maintenance-No Value-No Value-No Value				P00949	25.92
					W00130	304.13
01000-36000100-65540000-00000-0000-000000	General Fund-Exposition Center \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	20.00
01000-36500100-61750000-00000-0000-000000	General Fund-Brazos Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000480	287310375799x06082025	118.05
01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \-	20	Bryan******	250000629	2031841 0525	330.70
	Administration-Utilities Expenditure-			250000630	2031846 0525	7,888.48
	No Value-No Value-No Value			250000631	2031845 0525	101.10
				250000632	2031847 0525	36.43
				250000633	2031848 0625	144.17
				250000634	2033340 0525	18.30
01000-37000100-60170000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration- Copier/Printer/Fax Supplies-No Value-No Value	9728	Wilto************Ltd	250003993	374799	723.52
01000-37000100-60600000-00000-000000	General Fund-County Agriculture	9728	Wilto************Ltd	250003944	374739	41.93
	Extension \- Administration-Office Supplies-No Value-No Value-No Value				374739.1	17.62
01000-38000100-60080000-00000-0000-000000		102640	Farra************		FY25-SU-NR	100.00
	Services \- Administration-	103301	Andre*************		FY25-SU-EC	200.00
	Clothing/Uniforms-No Value-No Value-No Value				FY25-SU-FC	199.88
		103302	Padil************		FY25-SU-EP	49.67

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-38000100-60080000-00000-0000-000000	General Fund-Child Protective	103303	Gonza*****		FY25-SU-ES	281.53
	Services \- Administration- Clothing/Uniforms-No Value-No Value-No Value	103304	Brook***********		FY25-SU-JH	93.00
01000-50000100-65540000-00000-0000-000000	General Fund-County Records Management \- Administration- Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas******************ons Inc	250001007	INV965895	7.00
01000-56001000-60600000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	250003931	374729	36.06
01000-56001000-61750000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *************	250000164	287310449001x06082025	588.60
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \-	1038	Wicks*********** Utility District	250000334	107194 0525	36.32
	Administration-Utilities Expenditure-	20	Bryan******	250000641	2342538 0525	18.72
	No Value-No Value-No Value	4582	Wellb*********ity District	250000335	102-4480-00 0525	37.69
01000-56001000-65660000-00000-00000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value- No Value	11807	Grain************	250003794	9528308407	131.61
01000-56001000-65670000-00000-0000-000000	Administration-Road and Bridge \- Maintenance\-General-No Value-No	101907	Clark*********** Texas Inc	250000581	5302025	3,893,520.72
		1038	Wicks********* Utility District		117322-05152025	5.00
		96264	Brazo**********	250002235	0625-10	522.17
01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment- No Value-No Value-No Value	10153	Musta*********es	250002845	B0493107	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	2960136470	192.28
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy	11682	Napa *************	250003127	404779	21.64
	Equipment-Equipment Maintenance- No Value-No Value-No Value				405475	(7.11)
		7002	Unite***********	250003278	14006321	208.26
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy	11682	Napa *************	250003491	405151	203.28
	Equipment-Shop Supplies-No Value-No Value-No Value				405246	99.90
					405476	(203.28)
		1639	Bryan***********nc	25000087	207210	374.00
					207213	74.46
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa **************	250003624	404868	41.99
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental	1038	Wicks*********** Utility District	250000334	115970 0525	34.47
	Protection-Utilities Expenditure-No	20	Bryan*******	250000337	2075791 0525	23.64
	Value-No Value-No Value			250000339	2075818 0525	56.18
				250000341	2075420 0525	26.91
		4582	Wellb***********************************	250000335	104-2580-00 0525	37.69
15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund	91607	Lexis**********nder	250000362	4285382H	536.89

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	\- Administration-Subscriptions & Publications-No Value-No Value-No Value					
20010-21006000-71300000-00000-0000-000000	County Clerk Archival Fund-County Clerk Archival Fund-Microfilming, Recording & Scan-No Value-No Value-No Value	96482	Kofil**********************	240002837	KT-018166	92,327.68
22000-51000100-61750000-00000-0000-000000	Courthouse Security Fund- Courthouse Security Fund- Telephone/Data \- Cellular-No Value-No Value	11846	AT&T ************	250000351	287296987381X06082025	39.35
24000-24005100-61750000-00000-0000-000000	Justice of the Peace Technology Fund-JP Technology \- JP #1- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T ************	250000103	287310448376X06082025	43.28
30000-227100-71025000-00000-0000-000000	Brazos County Grant Fund- Specialty Court (Drug Court) Grant- Contract Services-No Value-No Value-No Value	96167	Recov******************olutions LLC	250001347	10110106	5,368.00
30000-272300-61750000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\- 212\-25\-C03- Telephone/Data \- Cellular-No Value-No Value	11846	AT&T *************	250001923	287325411390X06082025	397.06
30000-272300-65540000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\- 212\-25\-C03- Copier/Printer/Fax Maintenance-No Value-No Value	95591	Texas************************************	250001007	INV965895	12.00
30000-283700-61110000-00000-0000-000000	Brazos County Grant Fund-BV	95956	Diner*************	250004010	3DNJBYQ8CC3	895.00
	Human Trafficking Task Force Development-Conference & Seminar Fees-No Value-No Value- No Value				PBNBVPQH2SV	895.00
30000-283700-61801000-00000-0000-000000	Brazos County Grant Fund-BV	Employee			TRVL000315701090	1,092.20
	Human Trafficking Task Force		Haall***********		TRVL000314297896	1,377.00
	Development-Travel-No Value-No Value-No Value		Patri**********		TRVL000314297856	1,117.20
31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal- Buildings-No Value-No Value-No Value	102373	Broad************************************	250001082	2391500-21	52,861.00
34000-19200100-60350000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Food and Food Supplements-No Value-No Value- No Value	95956	Diner**********	250003884	MCOTYUUZV0609	57.15
35000-21130000-61750000-00000-0000-000000	Election Contracts Fund-Election Services-Telephone/Data \- Cellular- No Value-No Value-No Value	97206	Optim******	250000796	07707-752250-01-05 June 25	221.55
43200-63432600-80715000-00000-0000-000000	2020 Certificates of Obligation-Road Reconstruction-Roads \- Capital-No Value-No Value-No Value	96264	Brazo************	240004502	Pay App #8	930.29

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
43230-63432304-71025000-00000-0000-000000	On System road Bond \- TXDOT- Inner Loop East-Contract Services- No Value-No Value-No Value	102497	Quidd************LLC	240002126	ARIV1038644-15	138,400.64
43230-63432306-71025000-00000-0000-000000	On System road Bond \- TXDOT- Leonard Road-Contract Services-No Value-No Value	102445	RG Mi************************	240001312	99713-17	76,631.13
43230-63432311-71025000-00000-0000-000000	On System road Bond \- TXDOT- Harvey Road-Contract Services-No Value-No Value	102444	Lamb-************************ LLC	240001313	B201692.01-12430-17	47,154.45
43231-0000000-30302000-00000-0000-000000	Off System Road Bond-No Value- Contract Pay \- Retainages-No Value-No Value	95596	Larry*************c		Pay App #17- Retainage	292,548.18
43232-63432322-80100000-00000-00000-000000	2023 Certificates of Obligation-101 North-Buildings-No Value-No Value- No Value	103182	SpawG************** n Corporation	250002898	4025002.00-002	9,375.00
45000-0000000-30302000-00000-00000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages- No Value-No Value-No Value	96264	Brazo*************	240004502	Pay App #8	(46.51)
50000-64005000-71110008-00000-0000-000000	Health and Life Insurance Fund- Group Insurance \- Administration- Administrative Fee \- COBRA-No Value-No Value-No Value	97048	Blue **********************d of TX		720457045088	4.76
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		2177252025061300	347,058.94
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		2177252025061300	10,456.50
50000-64005100-61620000-00000-00000-000000	Health and Life Insurance Fund- Health & Wellness Clinic- Subscriptions & Publications-No Value-No Value	97126	Athen************	250001326	718095	1,037.58
50000-64005100-61750000-00000-0000-000000	Health and Life Insurance Fund- Health & Wellness Clinic- Telephone/Data \- Cellular-No Value-No Value	11846	AT&T ************	250001707	287310453492x06082025	77.09
55000-28006000-65540000-00000-0000-000000	Jail Commissary Fund-Jail Commissary-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas************************************	250001007	INV965895	12.00
60000-0000000-31120000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio************ Solutions		06.13.25	8,160.18
60000-0000000-31125000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Secur Beneft-No Value-No Value-No Value	6165	Secur************ Insurance Co		06.13.25	1,175.00
60000-00000000-31128000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- VALIC-No Value- No Value-No Value	10789	Varia************ Insurance Co Inc		06.13.25	3,886.35
60000-0000000-31150000-00000-0000-000000	Payroll Fund-No Value-County Property Tax Payable-No Value-No	21268	Brazo***********		06.13.25-GH	100.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value					
60000-0000000-31204100-00000-0000-000000	Payroll Fund-No Value-Withholding	100127	Legge******		DCA 06.13.25 AL	1,656.83
	\- Child Care-No Value-No Value-No Value	101387	Peder***********		DCA 06.13.25 ZP	1,750.00
60000-0000000-31204200-00000-0000-000000	,		Douce************		FSA 06.13.25 PD	22.98
	\- Unreimb. Medical-No Value-No Value-No Value	101810	Horto***********		FSA 06.13.25 CH	165.62
		103198	Hines***************		FSA 06.13.25 AH	34.00
60000-0000000-31244000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Levy\-Bankruptcy-No Value-No Value-No Value	94674	Peake*************		06.13.25-GM	618.47
60000-0000000-31600000-00000-0000-000000	Payroll Fund-No Value-Withholding \- United Way-No Value-No Value- No Value	3395	Unite**************zos Valley		06.13.25	29.77
91000-53001000-60620000-00000-0000-000000	Health \- County Health District- Environmental Services Administration-Postage & Shipping- No Value-No Value-No Value	95832	UPS S*************	250003697	11678	17.53
91000-53001000-61280000-00000-0000-000000	Health \- County Health District- Environmental Services Administration-Dues-No Value-No Value-No Value	10358	Texas**************ealth Association	250003952	300001442	75.00
91000-53001000-61801000-00000-0000-000000	Health \- County Health District- Environmental Services Administration-Travel-No Value-No Value-No Value	97494	RMA T**************	250003966	100106633616	34.96
91000-53002100-60380000-00000-00000-000000	Health \- County Health District-C4 Clinic-Health Supplies-No Value-No Value-No Value	9728	Wilto************Ltd	250003656	155201	213.00
91000-53002100-71025000-00000-0000-000000	Health \- County Health District-C4 Clinic-Contract Services-No Value- No Value-No Value	97126	Athen**************	250001410	INV-718015	599.00
91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab	92898	Fishe*******************pany LLC	250003912	1626013	943.77
	Administration-Health Supplies-No Value-No Value-No Value				1654664	144.12
91000-539000-60380000-00000-0000-000000	Health \- County Health District- Tuberculosis-Health Supplies-No Value-No Value	93814	Henry***********	250003649	41827238	303.50
97000-0000000-20000100-0000-0000-000000	CSCD \- Community Supervision-No	Employee	Rusti******		ADV000315955710	383.20
	Value-Cash Advance \- Subledger Total-No Value-No Value-No Value				ADV000315955714	183.00
97000-551100-69102000-00000-0000-000000	CSCD \- Community Supervision- Basic Supervision-Vehicle Maintenance\-CSCD-No Value-No Value-No Value	21268	Brazo*************	250000548	032963-25	7.50
97000-551100-69302000-00000-0000-000000	CSCD \- Community Supervision- Basic Supervision-Conference & Seminar Fees\-CSCD-No Value-No Value-No Value	Employee	Jenni*************		TRVL000318205021	100.00
Grand Total						5,392,807.91



DEPARTMENT:	Budget Office	NUMBER:	
DATE OF COURT MEETIN	NG:	6/24/2025	
ITEM:		Acknowledgement of the FY 2024-2025 Budget to Acknowledgement of the FY 2024-2025 Contingency 16, 2025.	
TO:	1	Commissioners Court	
FROM:	ſ	Nina Payne	
DATE:	I	06/13/2025	
FISCAL IMPACT:	ſ	False	
BUDGETED:	ſ	False	
DOLLAR AMOUNT:	(\$0.00	
ATTACHMENTS:			
File Name		Description	
Budget_to_Actuals_FY_2025.		FY 2024-2025 Budget to Actuals by Fund as of 6/16/25 FY 2024-2025 Contingency Budget to Actuals by Fund	Backup Material
FY 25 Contingency Budget	to Actuals Fund.p	$\frac{\text{pdf}}{\text{as of } 6/16/25}$	Backup Material

Fund: 01000 General Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	119,608,263	131,167,122	139,852,629	123,193,416	88%
Charges for Services	14,373,002	13,985,011	13,624,275	7,935,679	58%
Interest Income	8,311,341	12,656,049	10,275,000	7,455,135	73%
Other Revenue	1,265,902	2,820,246	1,086,700	1,058,665	97%
Reserves	-	0	101,741,160	-	-
Intergovernmental	8,218,468	968,398	857,002	684,078	80%
Other Financing Sources	215,777	190,452	210,000	110,207	52%
Total Revenue	\$151,992,753	\$161,787,279	\$267,646,766	\$140,437,180	52%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	49,486,058	57,114,903	65,886,023	43,030,420	65%
Outside Labor Costs	104,348	177,763	163,000	108,225	66%
Benefits	27,183,091	31,575,201	37,844,757	23,659,148	63%
Supplies and Other Charges	9,058,121	9,412,807	12,861,535	7,118,156	55%
Contingency	-	-	7,173,793	-	-
Repairs and Maintenance	4,532,190	9,794,592	21,788,638	8,437,645	39%
Contractual Services	9,372,616	8,872,895	10,745,147	7,657,367	71%
Professional Services	6,379,393	7,516,511	14,152,695	4,526,317	32%
Community Contracts	4,716,979	5,616,842	7,570,308	4,827,709	64%
Capital Outlay	7,260,102	7,220,517	12,168,102	1,724,641	14%
Other Financing Uses	20,917,731	478,638	77,292,768	15,944,040	21%
Total Expense	\$139,010,628	\$137,780,669	\$267,646,766	\$117,033,668	44%

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	2,490,018	66%
Interest Income	119,177	318,887	250,000	235,857	94%
Other Revenue	1,500	2,750	-	-	-
Reserves	-	-	2,340,838	-	-
Other Financing Sources	246,080	46,707	-	-	-
Total Revenue	\$4,056,579	\$4,455,859	\$6,370,838	\$2,725,875	43%

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	79,460	47%
Benefits	41,481	36,337	76,620	35,196	46%
Supplies and Other Charges	30,866	32,748	139,175	55,980	40%
Contingency	-	-	548,989	-	-
Repairs and Maintenance	-	-	2,502,500	-	-
Contractual Services	347,894	175,950	187,690	125,937	67%
Professional Services	24,960	5,300	5,500	5,300	96%
Community Contracts	1,370,205	1,110,866	1,050,000	639,455	61%
Capital Outlay	554,303	563,572	440,000	40,690	9%
Other Financing Uses	-	1,250,000	1,250,000	-	-
Total Expense	\$2,454,451	\$3,249,791	\$6,370,838	\$982,017	15%

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	5,020	46%
Reserves	-	-	244,000	-	-
Intergovernmental	30,347	29,508	29,000	29,502	102%
Total Revenue	\$35,403	\$43,271	\$284,000	\$34,523	12%

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%
Total Expense	-	-	\$284,000	\$165,000	58%

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	16,197	108%
Reserves	-	-	94,000	-	-
Total Revenue	\$9,140	\$23,062	\$109,000	\$16,197	15%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	
Supplies and Other Charges	-	-	21,800	-	
Contingency	-	-	87,200	-	
Total Expense	-	-	\$109,000	-	

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	66,723	70%
Interest Income	1,942	8,101	5,000	6,014	120%
Reserves	-	-	167,500	-	-
Total Revenue	\$166,057	\$113,175	\$267,500	\$72,738	27%

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	29,848	11%
Total Expense	\$62,593	\$65,385	\$267,500	\$29,848	11%

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	32,911,281	87%
Interest Income	433,637	1,392,213	1,000,000	784,621	78%
Other Revenue	397,231	487,494	480,000	318,276	66%
Reserves	-	-	23,000,000	-	-
Total Revenue	\$32,559,083	\$41,888,401	\$62,480,000	\$34,014,178	54%

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	39,222,002	63%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$26,198,989	\$37,377,270	\$62,480,000	\$39,242,002	63%

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Reserves	-	-	82,738	-	-
Intergovernmental	14,872	37,584	36,900	42,779	116%
Total Revenue	\$14,872	\$37,584	\$119,638	\$42,779	36%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	12,741	25,911	119,638	4,162	3%
Total Expense	\$12,741	\$25,911	\$119,638	\$4,162	3%

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	623	410	400	0
Interest Income	15,192	36,545	30,000	0
Reserves	-	-	699,000	-
Total Revenue	\$15,815	\$36,955	\$729,400	\$0

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	-	30,400	-	-
Contractual Services	-	-	699,000	-	-
Other Financing Uses	-	-	-	702,725	-
Total Expense	-	-	\$729,400	\$702,725	96%

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	208,090	69%
Interest Income	31,036	69,629	60,000	41,867	70%
Reserves	-	-	1,268,000	-	-
Total Revenue	\$395,347	\$374,888	\$1,628,000	\$249,957	15%

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	92,224	69%
Benefits	56,889	62,648	84,743	46,468	55%
Supplies and Other Charges	725	17,345	8,500	6,695	79%
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	133,123	325,340	30,544	9%
Capital Outlay	-	22,822	-	-	-
Total Expense	\$488,964	\$360,313	\$1,628,000	\$175,931	11%

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	194,165	71%
Interest Income	30,786	74,394	66,000	49,772	75%
Reserves	-	-	1,440,000	-	-
Total Revenue	\$321,336	\$355,249	\$1,781,000	\$243,937	14%

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%
Total Expense	\$253,734	\$220,953	\$1,781,000	\$358	0%

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	61,941	68%
Interest Income	5,325	6,601	-	5,874	-
Reserves	-	-	161,000	-	-
Other Financing Sources	294,951	-	-	-	-
Total Revenue	\$415,322	\$95,606	\$251,800	\$67,814	27%

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	756	30%
Contingency	-	-	168,131	-	-
Repairs and Maintenance	13,633	4,633	20,000	1,243	6%
Contractual Services	-	-	50,000	450	1%
Community Contracts	1,011	1,062	1,159	902	78%
Capital Outlay	-	6,263	10,000	-	-
Total Expense	\$549,334	\$14,895	\$251,800	\$3,351	1%

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	18,398	53%
Interest Income	4,523	12,673	11,000	8,499	77%
Reserves	-	-	256,000	-	-
Total Revenue	\$37,947	\$48,492	\$301,800	\$26,896	9%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Repairs and Maintenance	-	-	64,800	-
Contractual Services	-	-	30,000	-
Professional Services	-	-	57,000	-
Capital Outlay	-	-	150,000	-
Total Expense	-	-	\$301,800	-

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	90,036	75%
Interest Income	5,326	14,174	12,000	32,509	271%
Reserves	-	-	297,000	-	-
Other Financing Sources	-	-	-	702,725	-
Total Revenue	\$89,788	\$140,653	\$429,000	\$825,270	192 %

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	44,133	57%
Benefits	1,553	4,718	19,304	10,938	57%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
Total Expense	\$170,763	\$64,914	\$429,000	\$55,071	13%

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	51	79%
Reserves	-	-	1,500	-	-
Total Revenue	\$726	\$395	\$1,765	\$96	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	-

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	18,912	65%
Interest Income	4,324	10,515	10,000	2,513	25%
Reserves	-	-	82,000	-	-
Total Revenue	\$32,534	\$40,584	\$121,200	\$21,425	18%

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	303	2%
Contingency	-	-	97,200	-	-
Contractual Services	889	-	6,200	-	-
Capital Outlay	-	148,938	-	-	-
Total Expense	\$11,055	\$162,326	\$121,200	\$303	0%

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	5,476	65%
Interest Income	2,647	6,831	6,000	4,343	72%
Reserves	-	-	134,000	-	-
Total Revenue	\$12,706	\$15,135	\$148,400	\$9,818	7%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	148,400	-
Total Expens	e -	-	\$148,400	-

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	-	43,282	-
Interest Income	918	1,965	-	2,277	-
Reserves	-	-	37,827	-	-
Total Revenue	\$6,247	\$2,269	\$37,827	\$45,559	120%

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	3,878	22%
Contingency	-	-	20,191	-	-
Capital Outlay	5,133	-	-	-	-
Total Expense	\$7,696	\$235	\$37,827	\$3,878	10%

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	171	171%
Other Revenue	150	75	150	150	100%
Reserves	-	-	5,300	-	-
Total Revenue	\$263	\$352	\$5,550	\$321	6%

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	-

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	3,641	73%
Other Revenue	2,500	2,500	2,500	500	20%
Reserves	-	-	114,000	-	-
Total Revenue	\$4,928	\$8,475	\$121,500	\$4,141	3%

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	725	11%
Contingency	-	-	109,828	-	-
Total Expense	\$433	\$419	\$121,500	\$725	1%

Fund: 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	Actual Adopted	
Intergovernmental	16,804	-	-	-
Total Revenue	\$16,804	-	-	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	1,071	-	-	-
Contractual Services	15,733	-	-	-
Total Expense	\$16,804	-	-	-

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	35,039	73%
Reserves	-	-	378,266	-	-
Total Revenue	\$32,009	\$56,108	\$428,766	\$37,375	9%

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	3,461	13%
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	\$3,461	1%

Fund: 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Public Health Revenue	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	2,859,844	67%
Other Financing Sources	336,489	478,638	1,148,482	100,120	9%
Total Revenue	\$2,940,325	\$4,810,663	\$5,409,721	\$2,959,964	55%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	1,748,464	2,794,329	3,394,634	2,286,410	67%
Benefits	813,685	1,211,302	1,461,116	945,511	65%
Supplies and Other Charges	106,792	176,139	115,324	114,785	100%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,637	4,900	1,247	25%
Contractual Services	116,713	403,012	110,055	165,878	151%
Professional Services	-	2,500	2,500	5,150	206%
Capital Outlay	158,206	377,396	18,000	248,162	1,379%
Total Expense	\$2,949,047	\$4,968,314	\$5,409,721	\$3,767,142	70%

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	-	-
Other Financing Sources	-	-	15,784,000	15,610,777	99%
Total Revenue	\$7,495,180	\$1,509,822	\$36,668,000	\$15,610,777	43%

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	6,430,991	18%
Total Expense	\$7,495,180	\$1,509,822	\$36,668,000	\$6,430,991	18%

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	-	29,109	-
Intergovernmental	-	1,026,255	1,050,000	1,050,000	100%
Total Revenue	-	\$1,049,224	\$1,050,000	\$1,079,109	103%

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	294,955	67%
Benefits	-	110,487	110,880	72,672	66%
Supplies and Other Charges	-	105,586	67,000	32,540	49%
Contingency	-	-	2	-	-
Repairs and Maintenance	-	40,000	-	-	-
Contractual Services	-	-	100,000	-	-
Capital Outlay	-	346,174	333,000	57,865	17%
Total Expense	-	\$1,049,224	\$1,050,000	\$458,033	44%

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	2,405	56%
Other Revenue	8,000	60	-	-	-
Reserves	-	-	116,311	-	-
Total Revenue	\$9,599	\$4,657	\$120,611	\$2,405	2%

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%

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	5,985	54%
Reserves	-	-	215,900	-	-
Total Revenue	\$38,427	\$23,544	\$246,900	\$42,336	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	52,758	62%
Benefits	9,588	10,539	39,520	25,914	66%
Supplies and Other Charges	11,007	18,986	20,649	22,019	107%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	270	1%
Other Financing Uses	-	9,000	-	-	-
Total Expense	\$41,339	\$65,990	\$246,900	\$100,961	41%

Fund: 35000 Election Contracts 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	1,479	59%
Reserves	-	-	64,000	-	-
Total Revenue	\$72,167	\$17,679	\$91,500	\$12,847	14%

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	5,270	45%
Contingency	-	-	53,800	-	-
Repairs and Maintenance	-	5,620	10,000	6,400	64%
Contractual Services	13,414	14,166	16,000	27,131	170%
Total Expense	\$18,893	\$26,949	\$91,500	\$38,801	42%

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	16,357	-
Reserves	-	-	104,000	-	-
Total Revenue	\$407,384	\$32,926	\$109,000	\$16,357	15%

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%

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	1,212	242%
Other Revenue	-	30,000	10,000	10,000	100%
Reserves	-	-	37,436	-	-
Total Revenue	\$494	\$30,497	\$47,936	\$11,212	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%

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	10,630,796	100%
Interest Income	345,490	541,787	450,000	275,006	61%
Reserves	-	-	2,500,000	-	-
Other Financing Sources	-	1,250,000	1,250,000	-	-
Total Revenue	\$10,144,527	\$13,564,320	\$14,807,305	\$10,905,802	74%

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%
Total Expense	\$9,028,173	\$11,864,575	\$14,807,305	\$1,775,930	12%

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	147,889	31%
Other Revenue	2,929	-	-	949	-
Reserves	-	-	5,600,000	-	-
Other Financing Sources	-	-	-	233,143	-
Total Revenue	\$518,544	\$411,956	\$6,082,000	\$381,981	6%

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	1,979,627	37%
Total Expense	\$4,602,397	\$3,030,069	\$6,082,000	\$2,460,284	40%

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	444,601	43%
Reserves	-	-	16,298,000	-	-
Other Financing Sources	20,009,102	-	-	-	-
Total Revenue	\$20,221,390	\$1,070,010	\$17,338,000	\$444,601	3%

Description	2022-2023 Actual Expenditures	2023-20242024-2025ActualAdoptedExpendituresBudget		2024-2025 Expenditures to Date	Percent Spent
Contractual Services	-	5,741,125	17,338,000	3,069,617	18%
Debt Service	203,216	-	-	-	-
Total Expense	\$203,216	\$5,741,125	\$17,338,000	\$3,069,617	18%

Fund: 43231 Off System Road Bond

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	Actual Adopted		Percent Received
Interest Income	109,492	500,363	263,000	198,036	75%
Reserves	-	-	5,788,000	-	-
Other Financing Sources	10,307,719	-	-	-	-
Total Revenue	\$10,417,211	\$500,363	\$6,051,000	\$198,036	3%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	Actual Adopted		Percent Spent
Capital Outlay	81,700	3,929,511	6,051,000	2,024,282	33%
Debt Service	102,830	-	-	-	-
Total Expense	\$184,530	\$3,929,511	\$6,051,000	\$2,024,282	33%

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	328,730	61%
Reserves	-	-	10,420,000	-	-
Other Financing Sources	10,165,860	-	50,040,000	-	-
Total Revenue	\$10,272,156	\$561,066	\$61,000,000	\$328,730	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Capital Outlay	61,762	98,459	61,000,000	338,976	1%
Debt Service	163,164	-	-	-	-
Total Expense	\$224,926	\$98,459	\$61,000,000	\$338,976	1%

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
Reserves	-	0	18,090,000	-
Other Financing Sources	20,893,118	4,180,663	10,320,286	-
Total Revenue	\$20,995,474	\$4,143,163	\$28,410,286	\$34,000

Description	2022-2023 Actual Expenditures	2023-20242024-2025ActualAdoptedExpendituresBudget		2024-2025 Expenditures to Date	Percent Spent
Contingency	-	-	1,945,000	-	-
Capital Outlay	5,391,415	9,905,434	26,465,286	3,590,300	14%
Total Expense	\$5,391,415	\$9,905,434	\$28,410,286	\$3,590,300	13%

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	17,320,310	75%
Reserves	-	-	10,500,000	-	-
Total Revenue	\$23,006,476	\$27,567,563	\$33,636,458	\$17,320,310	51%

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	151,919	25%
Benefits	133,569	106,496	255,837	84,064	33%
Supplies and Other Charges	53,669	58,937	124,895	50,902	41%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	118	94%
Contractual Services	21,346,651	23,176,197	26,691,952	15,144,996	57%
Professional Services	379,176	372,198	425,200	272,492	64%
Total Expense	\$22,140,208	\$23,935,739	\$33,636,458	\$15,704,491	47%

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	(2,930,234.66)	4,163,506.34
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	(15,524.99)	24,475.01
Total General Fund Contingency	7,173,793.00	(2,946,759.65)	4,227,033.35

* Can only be used for that program or division

Fund: 11000 HOT Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
HOT Fund Contingency - 11002500	548,989.00	(50,000.00)	498,989.00
Total HOT Fund Contingency	548,989.00	(50,000.00)	498,989.00

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12005000	87,200.00	-	87,200.00
Total Unclaimed Property Fund Contingency	87,200.00	-	87,200.00

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21005000	1,074,884.00	-	1,074,884.00
Total Count Clerk Records Management Fund Contingency	1,074,884.00	-	1,074,884.00

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21006000	1,206,000.00	(2,200.00)	1,203,800.00
Total Count Clerk Archival Fund Contingency	1,206,000.00	(2,200.00)	1,203,800.00

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 51000100	168,131.00	-	168,131.00
Total Courthouse Security Fund Contingency	168,131.00	-	168,131.00

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
JP Technology Administration - 24005000	77,200.00	-	77,200.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	97,200.00	-	97,200.00

* Can only be used for this fund and specific divisions

Fund: 25000 Forfeiture Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Sheriff Forfeiture Fund - 2801000	20,191.00	-	20,191.00
Total Forfeiture Fund Contingency	20,191.00	-	20,191.00

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19006000	5,550.00	-	5,550.00
Total District Attorney Hot Check Collections Fund - Contingency	5,550.00	-	5,550.00

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12006000	109,828.00	-	109,828.00
- Total Bail Bond Board Fund Contingency	109,828.00	-	109,828.00

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 13006000	357,611.00	-	357,611.00
- Total Vehicle Inventory Interest Fund Contingency	357,611.00	-	357,611.00

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
Total Grant Fund Contingency	303,192.00	(270,858.76)	32,333.24

* Can only be used for this fund and specific divisions

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 28050000	23,511.00	-	23,511.00
Total Sheriff's Office Crime Fund Contingency	23,511.00	-	23,511.00

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
Total District Attorney Crime Fund Contingency	82,219.00	(14,958.30)	67,260.70

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
Total Primary Election Services Fund Contingency	53,800.00	(35,400.00)	18,400.00

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 11001500	782,000.00	(782,000.00)	-
Total 43200 2020 Certificates of Obligation Contingency	782,000.00	(782,000.00)	-

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)	-
Total General Permanent Improvement Fund Contingency	1,945,000.00	(1,945,000.00)	-

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Group Insurance - Administration - 64005000	5,504,827.00	(2,000.00)	5,502,827.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
Total Health and Life Insurance Fund Contingency	5,524,827.00	(2,000.00)	5,522,827.00

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Jail Commissary - 28006000	346,688.00	-	346,688.00
Total Jail Commissary Fund Contingency	346,688.00	-	346,688.00

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
Total County Attorney Operating Fund Contingency	64,000.00	(4,978.27)	59,021.73



DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	6/24/2025	
ITEM:	Acknowledgement of monthly reports submitted in June 2	2025.
TO:	Commissioners Court	
DATE:	03/17/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS:		
File Name	Description	Туре
2025-06- 18_Monthly_Reports_submitted_for_the_Mont	Monthly Reports submitted for the Month of June h_of_June.pdf 2025	Cover Memo

BRAZOS COUNTY CLERK MONTHLY REPORT RECAPITULATION FOR THE MONTH OF <u>May' 2025</u>

ODYSSEY					State in a	Total Daily	Deposit		C. Yester				a serie	KOFILE	1.0.0	de la		1.1.1	8 			all the second
Sec. She			1.	All the				A PROVIDE A	A Startes	Sec. Sec.						Escrow		A/R		Sec. Sec.	States and States of States	
	Chase Closed Batch Report	Odyssey (Efile)	Cash	(CC) POS	Checks/MO	Deposit	Hot Ck Fee	Cash	Checks/ MO	Direct Deposit & IRS	POS	csc	EPN	SMP/ Erx	Escrow Draws	Permitium Draws	Escrow Pay	Charged	A/R pymt	Void	Trust Deposit	Total Kofile
5/1/2025	538.00	538.00			12.00	1,408.04		150.00	1,246.04		937.00	625.00	2,186.00	4,054.00	61.00	171.00		72.00				9,502.0
5/2/2025	76.00	76.00			-	993.00		355.00	638.00		1,378.00	1,518.00	1,206.00	3,786.00	181.90	95.00		141.00				9,298.9
5/3/2025						1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1																•
5/4/2025						- 1. Sec. 1 1.									-							
5/5/2025	506.00	506.00	20.00	158.00		1,259.00		945.00	294.00	30.00	1,323.00	469.00	2,003.00	2,425.00	79.00	293.00			200.00			7,661.0
5/6/2025	888.00	888.00				1,089.00		393.00	696.00	150.00	662.00	1,031.00	947.00	2,739.00	108.00	86.00			561.00	30.00		6,221.00
5/7/2025	1,022.00	1,022.00			350.00	1,148.00		219.00	579.00		715.00	1,342.00	1,229.00	2,407.00	22.00	97.00		113.00		30.00		6,693.00
5/8/2025	247.00	247.00				301.00		135.00	166.00		1,023.00	262.00	1,279.00	2,004.00	35.00	88.00		71.00	33.00			5,030.00
5/9/2025	25.00	25.00				543.00		118.00	425.00		1,745.00	1,453.00	965.00	1,795.00	44.00	49.00		49.00				6,643.00
5/10/2025						1.5 C 8 C+ -																-
5/11/2025						- 1. () - () - () ()																-
5/12/2025	339.00	339.00				989.00		250.00	739.00	150.00	1,109.00	1,466.00	1,068.00	3,294.00	112.00	72.00		406.00				8,666.00
5/13/2025	730.00	730.00				1,226.00		217.00	1,009.00		1,080.00	917.00	721.00	2,205.00	153.00	74.00		63.00	786.00		2,000.00	7,653.00
5/14/2025	27.00	27.00	5.00	12.00		395.00		310.00	80.00		1,290.00	1,232.00	884.00	2,077.00	53.00	51.00		144.00			16,250.00	22,371.00
5/15/2025	567.00	567.00				648.00		186.00	462.00		941.00	1,297.00	1,022.00	2,383.00	7.00	215.00					1,000.00	7,513.00
5/16/2025	23.00	23.00			12.00	723.00		244.00	467.00		1,605.00	1,179.00	1,545.00	2,833.00	90.00	21.00	200.00	144.00		13.00		7,915.00
5/17/2025																						100 C
5/18/2025																						-
5/19/2025	836.00	836.00	262.00			1,691.00		398.00	1,293.00	20.00	1,418.00	1,075.00	1,157.00	2,090.00		280.00	100.00	104.00	134.00			7,581.00
5/20/2025	1,090.00	1,090.00	362.00			605.00		193.00	50.00	30.00	773.00	1,988.00	1,076.00	2,377.00	52.00	65.00		219.00				6,823.00
5/21/2025	1,028.00 868.00	1,028.00	12.00			301.00 1.243.00	<u>├</u>	301.00	1.060.00		927.00	1,160.00	1,300.00	4,051.00	22.00	122.00					2,000.00	9,883.00
5/22/2025	293.00	368.00	12.00			636.00		171.00	1,060.00		1,389.00	2,366.00	722.00	1,176.00	11.00	70.00	150.00	187.00	509.00			5,715.00
5/23/2025	293.00	368.00				636.00		482.00	154.00	l	1,389.00	1,397.00	964.00	2,634.00		72.00						7,092.00
5/24/2025										l									+			•
5/26/2025										I						II		+				
5/20/2025	779.00	779.00		12.00		1,203.00		584.00	619.00	120.00	818.00	1,135.00	750.00	2,125.00	58.00	72.00					1,000.00	7,281.00
5/28/2025	857.00	857.00		12.00		269.00		99.00	170.00	60.00	999.00	1,155.00	1,745.00	1,957.00	35.00	210.00					1,000.00	6,741.00
5/28/2025	99.00	99.00		12.00		740.00		543.00	197.00	00.00	963.00	1,468.00	888.00	2,392.00	53.00	294.00						7,032.00
5/30/2025	914.00	914.00		12.00		780.00		315.00	465.00		1.069.00	1,936.00	1.373.00	3.044.00	16.00	294.00		493.00	310.00			8,627.00
5/31/2025	514.00	514.00				-		515.00	405.00		1,005.00	1,550.00	2,373.00	3,044.00	10.00	220.00		-493.00	310.00			8,027.00
- 01 3 11 L 0 L 3						-																
TOTAL	11,752.00	11,752.00	399.00	194.00	374.00	18,190.04		6,608.00	10,809.04	540.00	22,775.00	27,016.00	25,030.00	53,848.00	1,192.90	2.723.00	450.00	2.206.00	2,533.00	73.00	22,250.00	171.941.94

TOTAL REPORT Total Fees (12,719.00 12,719.00 Revenue) 171,941.94 171,941.94 Diff. Diff. ODYSSEY REPORT KOFILE GRAND TOTAL 184,660.94

KAREN MCALLER

ASALIE PETERS BOWMAN, CHIEF DEPUTY

6/2/25 DATE

Texas A&M AgriLife Extension Service - Brazos County MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: ROB	ERT STEPHEN BRUEGGERHOFF - County Extension Agent - Horticulture	Month: MAY 2025
County: BR	AZOS	
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES
5.1.2025	KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.
5.2.2025	Horticulture Committee meeting; Floral Fridays broadcast; office management	
5.5.2025	Site visit: Linne residence (729 Shady Ln, Bryan); office conference; office management	8.
5.6.2025	Sick leave (a.m. only); office management	5
5.7.2025	TMG Tomato Tasting Event meeting; Brazos County Community Development meeting (1803 Greenfield Plaza, Bryan); office management	7.
5.8.2025	BCMG Education Committee meeting; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management; Agent Fireside Chat with volunteers (virtual)	10.
5.9.2025	Writing column for newspaper The Eagle; Floral Fridays broadcast; office management	
5.10.2025	BCMG Volunteer work day	
5.12.2025	TMG Herbs Advanced Training meeting; office management	
5.13.2025	AgriLife District 9 Spring All Faculty meeting (Legends Event Center, 2533 Midtown Park Blvd, Bryan); BCMG Board meeting; office management	12
5.14.2025	Site visit: Senabria residence (1302 Augustine Ct, College Station); office management	12
5.15.2025	BCMG Gardening with the Master program; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10
5.16.2025	Sick leave (a.m. only); office management; Floral Fridays broadcast	
5.17.2025	BCMG Learning at the Library program	
5.19.2025	Office conference; Site visit: Blackwood residence (4913 Firestone Dr, College Station); TMG Tomato Tasting Event meeting; office management	22
5.20.2025	Annual leave	
5.21.2025	Annual leave	
5.22.2025	Annual leave	
5.23.2025	Annual leave; Writing column for newspaper The Eagle; Floral Fridays broadcast	
5.26.2025	National/County holiday (Memorial Day)	
5.27.2025	Annual leave; BCMG members meeting	
5.28.2025	Annual leave	
5.29.2025	Annual leave	
5.30.2025	Annual leave; Floral Fridays broadcast	
C) Date	oulzs Anton	83

Texas A&M AgriLife Extension Service The Texas A&M University System MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name:	Chadd Caperton	Title:	CEA AG/NR		
County:	Brazos	Month:	May-25	approximation of the second	
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING	
5/1/2025	Office Management	0			
5/2/2025	Annual Leave	0)		
5/5/2025	Office Conference/ O.D. Butler Field Day planning mtg. Via Teams	0			
5/6/2025	Horse com. Mtg/ 4-H Update via Teams	0			
5/7/2025	KBTX Noon Guest/ Office management/ Dr. Appointment/Sick Leave	0)		
5/8/2025	Office management/ Site Visit to Thomas Ranch	69.1			
5/9/2025	Office Management/ Annual Leave	0)		
5/12/2025	Office management/ Field Day Prep	0)		
5/13/2025	Faculty Conference Day 1	12.1			
5/14/2025	Faculty Conference Day 2	17.8	3		
5/15/2025	OD Butler Field Day setup and Equipment move in	69.1			
5/16/2025	OD Butler Event	69.1			
5/19/2025	OD Butler Tear Down and Equipment Pick up.	69.1			
5/20/2025	Office Management/ Comm. Court VG Young Cert Presentation to Comm. Watson	10.7	7		
5/21/2025	Office Management	C			
5/22/2025	Office management/ sick leave for Dr. Appt.	0)		
5/23/2025	Annual Leave	0)		
5/26/2025	Federal Holiday	0)		
5/27/2025	South Central Texas Cow Calf Clinic Planning mtg.	88.1			
5/28/2025	District Horse Show Workday and planning mtg.	17.8	3		
5/29/2025	Private Applicator Training program/ Sick leave	0)		
5/30/2025	New Agent Mentor/Mentee training and program planning mtg.	140)		
	DTAL OF MILES, MEALS AND LODGING	562.9			

Thereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of other month shown. $\frac{6/2}{15}$ Date

s for the County Extension Agent



Texas A&M AgriLife Extension Service The Texas A&M University System

Extension Activity and Travel Report to County Commissioner Court

Title: County Extension Agent

Name: Flora Williams

nty: Brazos	Month:	Month <u>: May</u>								
Date	Monthly Activities/Travel	MILES	MEALS	LODGIN						
Date I 2 5 6 7 8 9 10 12 13 14 15 16 19 20 21-23 26 27 28 29 30	 Monthly Activities/Travel 4-H management, office management, Traintraq training: Master Wellness Volunteer meeting* Alzheimer's association meeting and training; Traintraq training Office conference; Alzheimer's Association meeting*; reports Spring Board meeting in Brownwood representing ESP Sick leave Office Management; visited a community garden Food Show judged in Corpus Christi Food Challenge in Corpus Christi District 9 EAFCS meeting; hosted evening social District 9 Spring Total Faculty Training-Legends District 9 Spring Total Faculty Training-South Campus Family Wellness presentation for Mar Comm (19 contacts)* KBTX Noon show on DWBW Office conference; recordbook trainer in Grimes County Canning recipe testing; Commissioners court Leave Memorial Day Sick leave 4-H Round Up prep with 4-H members Canning class Diabetes class 	MILES 205 246.5 247.3 12.2 19.3 14.9 8.8 53.3 10.4	MEALS	LODGIN						
	GRAND TOTAL OF MILEAGE, MEALS & LODGING	817.7								

Other expenses (list)

			(CURRENT MO	ONTHS CONTAC	TS	
Extension Office Visits by Clientele	Site Visits Farm, Home, Project Ranch, Business, Etc.	Telephone	Mail	Total Individual Contacts	Total Contact Hours in Group Methods	Media News Articles, TV/Radio, Etc	Newsletters Written

June 2 3 4	Office management; office conference; program preparation Texas 4-H Roundup judge KBTX Sick leave Do Well Be Well with Diabetes DWBW 2 – – Parenting Class
2 3 4 5 6 7 8	Texas 4-H Roundup judge KBTX Sick leave Do Well Be Well with Diabetes DWBW 2 – – Parenting Class
3 4 5 6 7 8	Texas 4-H Roundup judge KBTX Sick leave Do Well Be Well with Diabetes DWBW 2 – – Parenting Class
4 5 6 7 8	KBTX Sick leave Do Well Be Well with Diabetes DWBW 2 - Parenting Class
5 6 7 8	Sick leave Do Well Be Well with Diabetes DWBW 2 – – Parenting Class
6 7 8	Do Well Be Well with Diabetes DWBW 2 - Parenting Class
7 8	– – Parenting Class
8	Parenting Class
	Parenting Class
9	
	NEAFCS meeting; Discover Extension speaker
	Discover Extension speaker
	National ESP meeting
	DWBW3; Cooking Well for Healthy Blood Pressure (CWHBP)
	-
	County camp prep
	' County Camp
	Program prep
	Pickling class for Master Gardeners
	DWBW4, CWHBP2
	. –
	. –
	Prep day
	Prep day
	Dinner Tonight for TAMU
	DWBW5, CWHBP
	' Sick leave
	} -
) —
30	Vacation

PAGE 2 of 2 I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 5/30/2025

Signed: ______

Texas AgriLife Extension Service * The Texas A&M University System * Rick Avery, College Station, Texas

Submit

BRAZOS COUNTY MONTHLY REPORT RECAPITULATION CONSTABLE DONALD LAMPO - PRECINCT 2 FOR THE MONTH OF ______ May _____ 2025_

RECEIPTS:

Fees Received		\$ 300.00
Execution Judgements: Constable fees / Expenses Constable Commissions Due to Attorneys	300.00	
Other		\$ 300.00
Other		\$
Beginning Balance Cash On Hand		\$
GRAND TOTAL OF RECEIPTS		\$ 300.00
DISBURSEMENTS:		
Remitted to Treasurer Constable Fees Executions / Judgements Other	300.00	\$ 300.00
Ending Balance Cash on Hand		\$
GRAND TOTAL DISBURSEMENTS		\$ 300.00
Papers Served:#ofType#of107 total civilpapers received.23 Atty. General1 Notice of P.O.36 Citations1 Repair-Remedy33 Evictions1 showcause9 writ possess.1 tax suit/ 1 TRO	Prepared By: - Approved BY:(SWendt SWendt

1 Writ Execution