MINUTES

SEPTEMBER 30, 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, September 30, 2025 with the following members of the Court present:

Kyle Kacal, Acting County Judge, Presiding;
Bentley Nettles, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Fred Brown, Commissioner of Precinct 3;
Wanda J. Watson, Commissioner of Precinct 4;
Karen McQueen, County Clerk, Absent.
The attached sheets contain the names of the citizens and officials that were in attendance.

1. Invocation and Pledge of Allegiance

    - U.S. and Texas Flag - Commissioner Konderla

2. Call for Citizen input and/or concerns

    Cathie Viens, resident of Precinct 4, addressed the Court concerning elections.

    Karen Simpson, resident of Precinct 1, addressed the Court concerning elections.

    Cynde Wiley, resident of Precinct 2, addressed the Court concerning elections. Ms. Wiley submitted a copy of her statement for the minutes, it is attached hereto.

3. Presentations and/or Discussions

- Presentation and discussion on the state of the insurance market by the County contracted Broker; Alliant Insurance Services.

At this point Judge Kacal announced that we would move down to agenda item number 5, and then we would take agenda item number 4 before moving back up to item number 3.

Carleen Patterson the County contracted Broker with Alliant Insurance Services addressed the Court explaining the purpose of the broker and the services they provide to Brazos County. Commissioner Brown asked Ms. Patterson for clarification on the cost of the services provided. Ms. Patterson then engaged in conversation with the Court. A copy of her presentation is attached.

Consider and take action on agenda items: 4 - 34

4. Resolution 25-011 recognizing Katie Conner for her outstanding and dedicated service to Brazos County.

   The Court voted unanimously to adopt Resolution 25-011 Honoring Katie Conner. The Commissioners Court of Brazos County takes this opportunity to honor Katie Conner and thank her for her 30 years of service to Brazos County, and to wish her the very best in her retirement and in the next chapter of her life. Ms. Conner introduced her team and thanked them for their hard work and dedication over the years.

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

5. Proclamation 25-032 proclaiming October 5-11, 2025 as National 4-H Week in Texas.

   The Acting County Judge read aloud Proclamation 25-032 designating the week of October 5 through 11, 2025 as "National 4-H Week" in Texas. The Court commends the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success. Officers of the 4-H County Council introduced themselves to the Court. Judge Kacal then presented the proclamation to the 4-H members. A copy of the proclamation is attached.

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

6. Consider and adopt a Resolution authorizing the Budget Officer to process budget amendments within departmental budgets during August and September without Commissioners Court approval, with contingency fund amendments still requiring Court approval, and requiring all amendments to be reported on the next posted agenda.

   Commissioner Nettles moved for approval.
   Judge Kacal recommended that this item be tabled to allow time for research.
   Commissioner Nettles withdrew his motion for approval.

On a motion by Commissioner Brown, with a second from Commissioner Konderla the Court voted unanimously to table this Resolution.

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

7. Approval of Resolution and Order No. 25-027 authorizing the payment of salaries and certain claims pursuant to Texas Local Government Code §113.047.

   A copy of the Order is attached.

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

8. Approval of Juror Payment Authorization Forms and Daily Rate with additional option to donate payment to Brazos County Veteran Services, as provided by statute, Government Code, Section 61.003(a)(6) for FY 2026.

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

9. Approval of the following Job Descriptions:
   - a. Juvenile Correctional Medicine - B0271 - Juvenile-Corrections Rotation Health Worker
   - b. Risk Management - B2213 - Secretary

   A copy of the job descriptions is attached.

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

10. Request from the County Judge for the following personnel changes with effective date as of October 1, 2025. This change has no impact to the County Judge's FY 2026 budget.
    - a. Decrease B0240-1 Chief of Staff - County Judge, from bi-weekly rate of $7,350.00 to bi-weekly rate of $5,665.44, Salary Full-Time
    - b. Increase B0241-1 General Counsel - County Judge, from bi-weekly rate of $5,665.44 to bi-weekly rate of $7,350.00, Salary Full-Time

    Judge Kacal announced that we would come back to this item following the Executive session.

    On a motion by Commissioner Brown, with a second from Commissioner Watson the Court voted unanimously to table agenda item number 10.

Motion: Table, Moved by Commissioner Fred Brown, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

11. Approval of Human Resources Department Procedure for Personnel Actions.

    Cathie Viens, resident of Precinct 4, addressed the Court seeking clarification. Commissioner Konderla provided clarification.
    A copy of the Procedures is attached.

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

12. Approval requested from the Purchasing Department for signatory authority per the Texas Local Government Code 262.001 and 262.011 for the following:
    - a. Contracts under $100,000 including informal quotes, service contracts and change orders/ amendments
    - b. Assignments and extensions for contracts equal to or above $100,000
    - c. Credit applications
    - d. Authorizations for use of contingency for all contracts
    - e. Budgeted purchases in any amount on a state or cooperative contract

    Cathie Viens, resident of Precinct 4, addressed the Court with concerns. Commissioner Brown then expressed his concerns regarding the proposed authorization to be given to the Purchasing Department. However, he stated that the authority is granted by legislature.
    Commissioner Watson spoke in support of the Purchasing Department.

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

13. Approval requested from the Treasurer's Office for addition of 4.07.7.2 Cash Payment for Overtime Authorized to Brazos County Personnel Policy.

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

14. Approval of the Texas Association of Counties Worker's Compensation Renewal for 2026.

    A copy of the renewal is attached.

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

Watson.

15. Approval of Engagement Letter from Calvert Eaves Clarke & Stelly, L.L.P. for legal representation of services in CA # 4:25-CV-04286.

    Commissioner Brown expressed concerns, he would like to see a local attorney used in the future.
    Commissioner Nettles provided clarification.
    General Counsel Bruce Erratt provided further clarification.
    Cathie Viens, resident of Precinct 4, thanked the Court for the open conversation.
    A copy of the Engagement Letter is attached.

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

16. Approval of the following Community Support Contracts for FY 2026:
    - a. Aggieland Humane Society
    - b. Amber Alert Network
    - c. Big Brothers Big Sisters
    - d. Brazos Maternal & Child Health Clinic, Inc., (Prenatal Clinic)
    - e. Brazos Valley Veterans Memorial
    - f. Easter Seals
    - g. Greater Brazos Partnership
    - h. Junction 505
    - i. Keep Brazos Beautiful
    - j. Mental Health and Mental Retardation (MHMR)
    - k. National Alliance on Mental Illness (NAMI)
    - l. North Bryan Community Center
    - m. Scotty's House
    - n. South Brazos County Fire Department (Volunteer Fire Department #1)
    - o. Volunteer Fire Department #2
    - p. Volunteer Fire Department #3
    - q. Volunteer Fire Department #4
    - r. Voices for Children

    Commissioner Konderla asked for b. Amber Alert Network to be voted on separately.
    Commissioner Konderla chose to abstain from this vote with concerns of conflict of interest.

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

    Commissioner Konderla provided clarification and spoke in support of the Community Support Contracts.
    Commissioner Watson spoke in support of the Community Organizations.
    Cathie Viens, resident of Precinct 4, addressed the Court concerning the Community Support contracts.
    Commissioner Nettles provided clarification, stating that reports are provided.
    Budget Officer Nina Payne provided further clarification.

Commissioner Watson moved to approve items a. through r. with the exception of b. Amber Alert Network, on the request of Commissioner Konderla.

A copy of the contracts is attached.

Motion: Approve w/ Conditions, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

17. Approval of the following amendments to extend the following insurance policy dates to April 1, 2026:
    - a. 25-159 Cyber Liability Insurance with Beazley Furlonge Ltd - Lloyd's Syndicate 2623/623 via Alliant Insurance
    - b. 25-077 Mal-Practice Insurance for Employee Health Clinic with Evanston Insurance Company via Alliant Insurance

    Commissioner Nettles requested additional information on the insurance policies.
    Risk Management Coordinator Leslie Contreras and Chief Information Security Officer Kevin Joyner provided further clarification. A copy of the amendments is attached.

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

18. Approval of Amendment #1 to Bid #25-017R Lane Striping and Pavement Markers for assignment for vendor name change from Highway 1, LLC to TRP Construction Group and to renew for an additional year.

    Commissioner Brown expressed concerns.
    Purchasing Agent Charles Wendt addressed Commissioner Brown's concerns and Commissioner Konderla provided further clarification.
    A copy of the amendment is attached.

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

19. Award of RFP #25-151 Legal Representation of Juveniles. Recommended Award: Gendron & Flanigan.

    A copy of the contract and tabulation is attached.

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

20. Award of RFP #CIP 25-531 Brazos County Administration Building Renovations. Recommended Award: Flintco, LLC.

    A copy of the contract and tabulation is attached.

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

21. Award of RFP #CIP 25-579 Democrat Road Rail Car Replacement. Recommended Award: Knife River Corporation - South.

    A copy of the contract and tabulation is attached.

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

22. Award of RFP #25-606 Brazos Center Parking Lot Repair. Recommended Award: Larry Young Paving, Inc.

    A copy of the contract and tabulation is attached.

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

23. Approval of Amendment #2 to Contract #26-003 for the Eagle Program with Texas Workforce Commission for Brazos County Constable Pct 1.

    A copy of the amendment is attached.

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

24. Permission to Advertise Bid #26-050 Road Signs & Sign Posts for the Road & Bridge Department.

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

25. Permission to Advertise Bid #26-053 Various Aggregates, Cold Mix, & Other Road Materials.

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

26. Approval of the resubmitted proposed Road and Bridge 2026 Holiday Schedule which accommodates the department's 10-hour work day schedule and is equivalent to the standard approved 2026 County Holiday Schedule. Request was previously tabled during Commissioners' Court Meeting held September 23, 2025 due to typographical error.

A copy of the proposed Road and Bridge 2026 Holiday Schedule is attached.

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

27. Request to consider approval of acceptance of the roads and drainage structures within the road rights-of-ways of Hidden Oaks Estates #3 into the Brazos County Road Maintenance System; structures are in compliance with the Brazos County Subdivision Regulations. Site is located in Precinct 2.

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

28. Approval of the Treasurer's Report for July 2025.

The Court acknowledged receipt of and ordered filed as submitted the Treasurer's Quarterly Investment Report ending July 2025. A copy is attached and made a part of these minutes.

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

29. Tax Refund Applications for the following:

Overpayments

- a. David or Julie Armstrong - $5.83
- b. Jeannine Netterville - $93.38

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

30. Budget Amendments.

- FY 24/25 Budget Amendments 48.01 - 48.02

48.01 - Reallocate funds in Sheriff's Office - Rural Law Enforcement Grant Program to cover the additional cost of the Law Enforcement Rescue Vehicle Interlocal Agreement (Contract #23300214).
48.02 - Recognizing interest in the District Clerk Archival Fund to cover the difference needed to pay for the Kofile project.

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

31. Personnel Change of Status.

    - Approval for Personnel Change of Status

    Judge Kacal announced that we would come back to agenda item number 31 following Executive Session.
    On a motion by Commissioner Watson with a second from Commissioner Konderla the Court voted unanimously to pull the Personnel Action Form of the General Counsel.

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

    Commissioner Konderla moved to approve all PAFs with the exception of the General Counsel. A copy of the Personnel Change of Status is attached.

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

32. Payment of Claims.

    Approval of Payment of Claims
    - a. 8212037 - 8212176
    - b. 9205737 - 9205805

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

33. Convene into Executive Session pursuant to the following:
    - a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Director of Facility Services.
    - b. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of General Counsel.
    - c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.

    At this point, the Acting County Judge announced the Court would consider items 35 through 39 and then return to convene into Executive Session.

    Having considered the previously noted agenda items, at 11:38 a.m. the Acting County

Judge stated that the Court would convene into Executive Session to deliberate.
Convene into Executive Session pursuant to the following:
a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Director of Facility Services.
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, Chief of Staff
Bruce Erratt, General Counsel
Jennifer Salazar, Human Resources Director
Raeanna McConathy, Assistant Human Resources Director

b. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of General Counsel.
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, Chief of Staff
Bruce Erratt, General Counsel
Jennifer Salazar, Human Resources Director
Raeanna McConathy, Assistant Human Resources Director
Nina Payne, Budget Officer

c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, Chief of Staff
Bruce Erratt, General Counsel
Kimberly Gonzalez, Economic Development Coordinator

34. Consider and possible action on Executive Session.

    At 12:53 p.m. the Acting County Judge announced the meeting open to the public, then moved back up to take action on agenda item number 10 and agenda item 31.

35. Acknowledgement of monthly reports submitted in September 2025.

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

    County Clerk
    District Clerk
    Justice of the Peace Precinct 3
    Constable Precinct 2

36. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of September 22, 2025.
    Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of September 22, 2025.

Cathie Viens, resident of Precinct 4, addressed the Court asking for clarification. Budget Officer Nina Payne provided clarification.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of September 22, 2025.

37. Juvenile director's report on detention population.

    Acting County Judge Kacal reported for Juvenile Director Linda Ricketson there are 21 juveniles in the detention center, 14 are male, 7 are female, and 22 have electronic monitors.

38. Sheriff's report on inmate population.

    Chief Deputy Stuart reported for Sheriff Wayne Dicky there were 758 inmates in jail, 650 inmates are male, 108 are female, and 48 have electronic monitors.

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

    Commissioners Court will be cancelled October 7, 2025. Members of the court will be attending the County Judges and Commissioners Association of Texas Conference in Galveston, TX.

    Commissioner Nettles announced October 8th is National Breast Cancer Awareness Day.

    Judge Kacal reminded the community to register to vote and the Court will begin meeting twice a month starting in October. He also shared that the Sheriff's report and Juvenile report will be given once a month and the District Attorney and Public Defender will be providing a monthly report to the Court as well in the interest of transparency.

    Emergency Management Coordinator Jason Ware updated the Court on the drought status and stated that while it is not quite time to implement a burn ban, he is strongly recommending that people take precautions while burning. Emergency Management will continue to monitor the conditions very closely.

    Commissioner Konderla and General Counsel Bruce Erratt provided clarification concerning the procedure for instating a burn ban.

    Commissioner Watson encouraged the community to take the time to do their research prior to the election.

    Commissioner Brown asked County Engineer Prarthana Banerji about the monthly report from Road and Bridge. Ms. Banerji stated the Court will be receiving the October report soon.

40. Adjourn.

    Judge Kacal announced the meeting adjourned at 12:54 p.m.

FILED FOR RECORD
DATE September 24, 2025
AT 3:40 O'CLOCK P M
KAREN MCQUEEN
BRAZOS COUNTY CLERK
By

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 SEPTEMBER 30, 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.

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1. Invocation and Pledge of Allegiance
   - U.S. and Texas Flag - Commissioner Konderla
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions
   - Presentation and discussion on the state of the insurance market by the County contracted Broker; Alliant Insurance Services.

Consider and take action on agenda items: 4 - 34

4. Resolution 25-011 recognizing Katie Conner for her outstanding and dedicated service to Brazos County.
5. Proclamation 25-032 proclaiming October 5-11, 2025 as National 4-H Week in Texas.
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15. Approval of Engagement Letter from Calvert Eaves Clarke & Stelly, L.L.P. for legal representation of services in CA # 4:25-CV-04286.
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- a. David or Julie Armstrong - $5.83
- b. Jeannine Netterville - $93.38

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    - FY 24/25 Budget Amendments 48.01 - 48.02
31. Personnel Change of Status.
    - Approval for Personnel Change of Status

32. Payment of Claims.

    Approval of Payment of Claims
    - a. 8212037 - 8212176
    - b. 9205737 - 9205805

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38. Sheriff's report on inmate population.
39. Announcement of interest items and possible future agenda topics.

    Commissioners Court will be cancelled October 7, 2025. Members of the court will be attending the County Judges and Commissioners Association of Texas Conference in Galveston, TX.

40. 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.

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 AM/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Victoria McCoy	Co Clerk
Athlie Peters-Bowen	Co Clerk
Marsha Anderson	Co Judge
Donald Lampo	Const. Pct. 2
Nina Payne	Budget
Salman Khan	Greater Brazos Partnership
Bruce Ecratt	Co Judge
Chadd Caperton	Agrilife
Cathie Viens	citizen
Delia Sandoval	Comm. Court
Aubrey Leggett	Comm. Court
Sharyl Lowe	Comm Court
MIKE STREET	
NICK PHILIPPELLI	CITIZEN
Karen Simpson	self

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 ~~AM~~/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Lily Bolen	Brazos County 4-H
Caitlin Smith	Brazos County 4-H
Samantha McQueen	Dist Clerk
Brian Pratt	BC Auditor
Tommy Ritchie	Auditor
Diana Talley	Auditor
Thomas Hickman	Auditor
Ellen Lemons	Auditor
Kimberly Gonzalez	CO Judge
Ed Bull	CO Judge
Patrick Corley	Amber Alert
Demetris Collier	NAMI Brazos Valley
Haelee Jeon	Brazos County 4-H
Ansley Helfrin	Brazos County 4-H
Katrina Ross	Aggieland Humane Society

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 AM/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Lynn Clancy George	The Prenatal Clinic Brazos Maternal + Child Health Clinic Inc
Tradd Mills	BCESD#2
Karlee Anderson	MTHMRABV
Joe Warren	BC ESD/VFD 4
Josed Trejo	Risk
Kevin Stuart	BCSO
Jason Davis	BCSO
Justin Maynard	BCSO
Kevin Joyner	IT
Trevor Lansdown	Project Mgmt.
Bob Lankin	Project Mgmt.
Mattie Carter	N. Bryan Community Ctr
Leslie Contreras	Risk
Ken Smith	County Judge
Tony Piccolo	Pct 2 Constable

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 AM/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Rebekah McManus	Easter Seals of Greater Houston
Jason Ware	SEM
Matt Drennan	ESD #3
Megan Sullivan	BCO EM
Duane Strange	BCOEM
Robert Reed	MHMR
David Cooper	ESD#1
Spencer Mays	Budget.
Carlen Patterson	Alliant
marci turner	autism
Spencer Clements	Greater Brazos Partnership
Kaitlyn Battles	Purchasing
Wm. Charles Wendt	I
Sam Aguirre	Brazos County 4-H
Angela Lara	Dist. Clerk

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 (AM)/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Megan Mason	Auditor
Cheryll Pushing	Auditor
Katie Conner	Auditor
Connie French	Auditor
Amy Bates	Auditor
Joe Southern	The Eagle
Hannah Sivinski	Brazos Transit
Billy Melzow	BCIT
Camryn Suaggi	Brazos Co. 4-H
Brynnly Hohlt	Brazos County 4-H
Drew Catlin	Brazos County 4-H
Toby Smith	Fentzo
Ashleigh Sragg	Brazos Co. 4-H
Antoinette Morris	Brazos Co. 4-H
Raeanna McConathy	HR

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 AM/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
MATT MAYO	BCFS
Liza Castillo	Brazos Co. 4-H
Beverly Greenwood	citizen
Kyle Greenwood	citizen
Cyndi Wylie	citizen
Alice Martin	Junction 505
Cam Baker	Scottyshouse
Hunter Shurtleff	Big Brothers Big Sisters
Desiree D. Murphy	
JEFF MURSKI	MURSKI FOR BRAZOS
JOE SALVATO	R4B
BILL HOLLAN	R4B
David Hillin	361st

BRAZOS COUNTY
COMMISSIONER'S COURT

30 DAY OF September, 2025
10:00 AM/PM, Regular Session

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Jennifer Salazar	HR
Barbara Smith	Codage
Stacy Selvera	B.W.C. / N.B.C.C.
Patrick Gonda	Citizen
Amy Faulkner	Voices for Children, CASA
Prarthana Banerji	R4 B.
Brian Baker	D.A.
Cristian Villarreal	Treas

9.30.25 Cynde Wiley

- *Good Morning*
- *Benjamin Franklins' famous answer at the conclusion of the Continental Congress, to the question "Well doctor, what have we got, a republic or a monarchy? his response, "A republic, if you can keep it".*
- *What is a Republic? James Madison, father of our Constitution, explained, "a government which derives all its powers directly or indirectly from the great body of the people, and is administered by persons holding their offices … for a limited period, or during good behavior.*
- *A monarchy or dictatorship effectively controls its citizens, but, it does not control itself very well. It can easily become a tyranny.*
- *Pure democracy allows the government … and individual rights … to be controlled by a majority of the people. This strategy can quickly descend into mob rule. Sound familiar.*
- *Thank God that our founding fathers understood the sinful nature of man, for years we have been witnessing the attempt to re-establish the founding of America into a democracy, not a republic which is for the people, by the people.*
- *Elections were established to safeguard and protect the liberty of the people. We need to get back to the basics. Protecting the people's liberty. It was taken away, when we were forced to vote on electronic voting machines.*
- *Last year the Fed Govt gave away 15 million of our money in election security grants, these machines are a money pit.*
- *Let me be clear, I will continue to vote on these machines while I advocate for the abolishment of them.*

- *Recently, The Election Assistance Commission, discussed the future guidelines regarding Pres. Trumps EO 14248. It was proposed by Mr. Choate that the **future** Electronic Voting Systems submitted for review, **shall not** have the hardware to establish a wireless communication !!. So, one could conclude if they want to prohibit wireless capabilities for the future ... what does that indicate for capabilities right now !*
- *He stated that some off the shelf components work together to inhibit wireless communications, but not all.*
- *Without cracking open the system and looking inside, one cannot verify that there is or is not the capacity to wirelessly communicate.... this verification would instantaneously void the warranty.*
- *But the fear of voiding the warranty, is so overwhelming that some in authority, **convince** themselves that the off the shelf components hidden inside that black box are incapable of establishing a wireless communication. How foolish are those that assume and offer up our liberty in exchange for this unverified stance.*
- *We need to get back to precinct voting not countywide voting, hand marked ballots, hand counted by our neighbors. There will be opposition to return to voting with your neighbors. But, it is the safe, transparent and auditable thing to do. Dallas and Gillespie County have passed Resolutions to hand count their primary and many other counties are proposing to follow suit.*
- *By mid October, Karen and I, will be certified Hand Count Trainers, of a SoS approved methodology. We will be able to train others, which we will happily do. It is simple, transparent, auditable, fun and engaging.*

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Risk Management NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM:

- Presentation and discussion on the state of the insurance market by the County contracted Broker; Alliant Insurance Services.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
2025_Brazos_County-_SOTM_-_Comm_Court_(1).pdf	Alliant - Presentation	Backup Material

Brazos County, Texas

Commissioner's Court Presentation

September 30, 2025

Alliant Insurance Services
www.alliant.com



(THIS INFORMATION HAS BEEN CONSOLIDATED FROM VARIOUS INDUSTRY SOURCES)



Agenda

- *The Alliant Advantage*
- *State of the Market*
- *Service and Marketing Strategy*

The Alliant Advantage

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About Alliant

Premier Specialty Consulting and Brokerage

14,000+
Employees

$5 Billion
In Revenue

135+
Offices

$41 Billion
Premium Volume

51%
Employee Owned

1st Largest Public Entity Broker

5th Largest Broker

Roots Date Back to 1925

One Team – No Silos

Client First Service Model

Specialty Market Expertise

Industry Leading Client Retention – 98%

Pure Consulting and Brokerage – That is all we do!

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14 Offices Throughout the State of Texas

1
One P&L

Flat Structure
Resources Focused on Client Level & Engagement

Full
Transparency & Disclosure

No
Geographical Boundaries

Alliant

Public Entity Experience & Expertise

300+

Professionals with Exclusive Focus on Public Entities

40+

Years Serving the Public Entity Community

10,000+

Public Entity Clients



30%

of all States

80+

Public Entity Pools

20+

Years – Average Experience of Public Entity Team

98%

98% Client Retention Rate

Unmatched Global Market Relationships

Exceptional Service Delivered by Dedicated Service Team

Dedicated Claims, Placement and Risk Control Staff Embedded in the Team

Market Leading Analytic Tools to Drive Decisions

Highly Active and Supportive with Industry Associations: PRIMA, URMIA, NACUBO, RIMS, etc.

We believe the Alliant partnership will enhance the County's strategy, continuing to creating value for its stakeholders

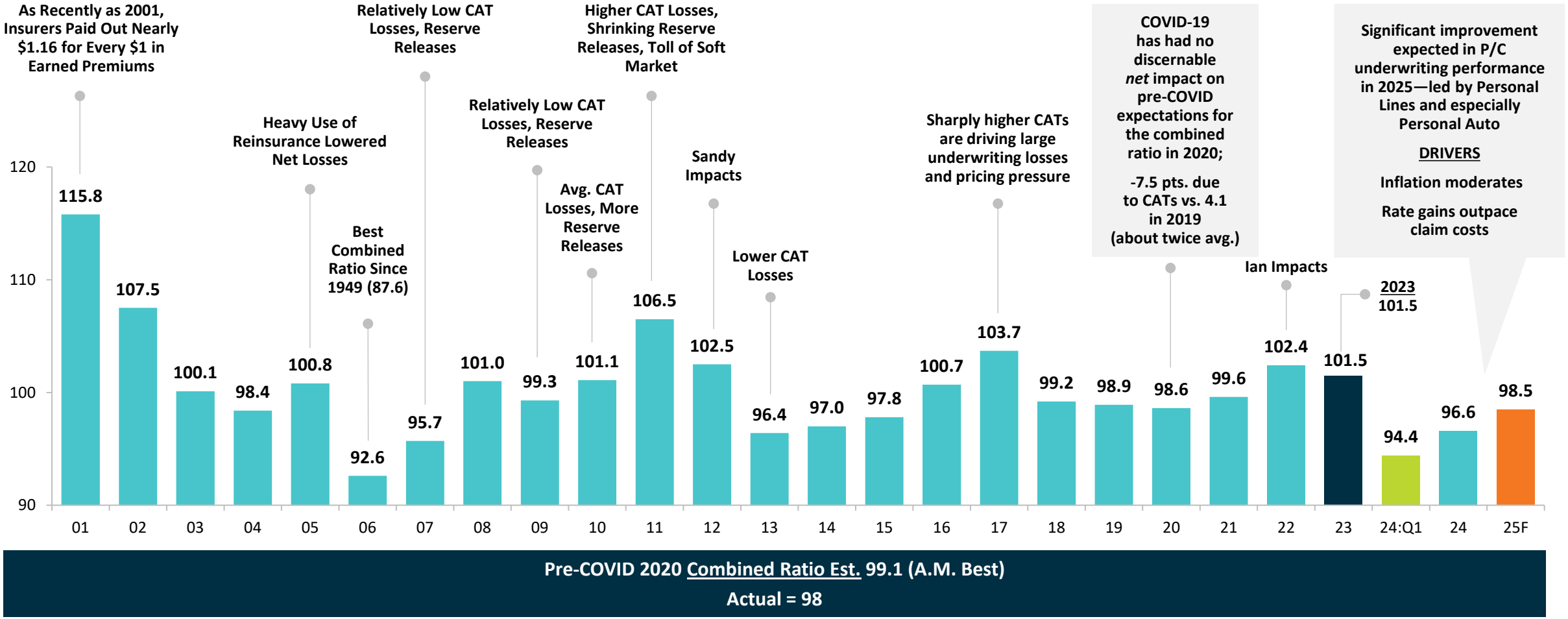
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Alliant

State of the Market

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P/C Insurance Industry Combined Ratio, 2001–2025F*



Pre-COVID 2020 Combined Ratio Est. 99.1 (A.M. Best)

Actual = 98

**Excludes Mortgage & Financial Guaranty insurers 2008–2014.

Sources: A.M. Best, ISO (2014-2024F).

Alliant

Market Conditions

Impactful issues for insureds:

Property

01

Property capacity:

- Return to stability from incumbents
- Coastal, Earthquake and wildfire capacity continue to come under greater scrutiny
- Targeted growth from new and incumbent markets alike

02

Two consecutive years of Insurer profitability – driven by increased rates rather than reduced loss activity

- 2023 totaled $108b in Global Insured CAT losses, United States caused **80%** of global insured losses
- 2024 marks the 5th consecutive year global losses have topped **$100b**

03

2024 sustained **$154B** of global insured losses. This figure is **27%** above the 10-year average, with Severe Convective Storm (SCS) responsible for circa 41% of the total.

04

Consistent **increases in attritional property losses** (fires, water damage, tornados, hail, wildfires) – are secondary perils 'secondary' anymore?

05

After tempering in 2023, **Inflation** again adds to the issue of **valuation across all property classes**

Liability

06

Liability capacity pull back and withdrawals have been significant over the past two years

07

Social inflation & Litigation Financing driving up liability verdicts and settlements

08

Excess Workers Compensation **remains stable, but retained layer may be experiencing increased claims volume**

Cyber

09

Cyber capacity has improved and creating stabilized terms and conditions

10

Ransomware cyber losses are systemic **– Expecting $10 Trillion by 2025**

Alliant

Service and Marketing Strategy

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A Defined Service & Placement Plan That Drives Success

01	02	03	04	05	06	07	08	09	10
Transition & Analysis	Risk & Coverage	Renewal Strategy	Submission Process	Underwriting Meetings	Negotiations	Renewal Proposal	Bind Coverage	Summary & Open Items	Stewardship & Planning

Our model is agile, responsive and personal. We have the knowledge, experience, and resources to thrive in complexity.

Detailed Transition Plan

Disciplined Approach to the Renewal Process

Superior Service and Support

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Marketing Approach

Having More Options Allows Us to Drive Optimal Program Structure and Financial Results

1

Negotiate with the County's Incumbent Carriers

- Highlight Historical Experience & Profitability
- Showcase Risk Mitigation Efforts
- Forced to Look at Program Differently
- Encourage Face to Face Meetings

2

Aggressively Market Beyond the Incumbents

- Cast a Wide Net for Alternative Quotes and Program Structures
- Leverage Multi Lines
- Force Expanded/Broader Coverage
- No Stone Unturned Approach

3

Evaluate Alliant's Proprietary Insurance Programs

- Unique & Exclusive to Alliant
- Drive Improved Coverage & Financial Results
- Leverage All Markets

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Alliant

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	9/30/2025
ITEM:	Resolution 25-011 recognizing Katie Conner for her outstanding and dedicated service to Brazos County.
TO:	Commissioners Court
DATE:	09/16/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

ATTACHMENTS:

File Name	Description	Type
Kate_Conner_Resolution_09.30.25.pdf	Resolution - Katie Conner	Cover Memo

RESOLUTION

Honoring Katie Conner

WHEREAS, Katie Conner has served Brazos County with integrity, dedication, and distinction for 30 years; and

WHEREAS, she began her service in 1995, and over the course of her career has consistently demonstrated professionalism, fairness, and an unwavering commitment to justice and public service; and

WHEREAS, through her role as an Assistant County Auditor for the Brazos County Auditor's Office then as County Auditor, Katie Conner has earned the respect of colleagues through knowledge, leadership, and approachability; and

WHEREAS, Katie Conner has made the decision to retire effective September 30, 2025; and

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Brazos County takes this opportunity to honor Katie Conner and thank her for her 30 years of service to Brazos County, and to wish her the very best in her retirement and in the next chapter of her life.

DULY adopted by vote of the Commissioners Court of Brazos County, Texas on the 30th day of September 2025.

Kyle Kacal, Acting County Judge

Bentley Nettles, Pct. 1 Commissioner

Chuck Konderla, Pct. 2 Commissioner

Fred Brown, Pct. 3 Commissioner

Wanda J. Watson, Pct. 4 Commissioner

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Proclamation 25-032 proclaiming October 5-11, 2025 as National 4-H Week in Texas.

TO: Commissioners Court

DATE: 09/09/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
2025_Proclamation_-_4-H.pdf	2025 Proclamation - 4-H	Cover Memo

Beyond Ready

2025 National 4-H Week Proclamation

WHEREAS, The Brazos County Commissioners Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The Brazos County Commissioners Court, hereby designate October 5-11, 2025, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

September 30, 2025

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:	
DATE OF COURT MEETING:	9/30/2025		
ITEM:	Consider and adopt a Resolution authorizing the Budget Officer to process budget amendments within departmental budgets during August and September without Commissioners Court approval, with contingency fund amendments still requiring Court approval, and requiring all amendments to be reported on the next posted agenda.		
TO:	Commissioners Court		
FROM:	Nina Payne		
DATE:	09/17/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	Each year, during the final months of the fiscal year, county departments frequently need to make internal adjustments to their adopted budgets to ensure expenditures align properly with operational needs and year-end requirements. Requiring each of these routine amendments to be individually approved by Commissioners Court during August and September can create unnecessary administrative delays. This resolution authorizes the Budget Officer to process budget amendments that remain within the existing appropriations of a department during this two-month period. Any amendment requiring the use of contingency funds will continue to require formal approval by Commissioners Court. For transparency, all amendments approved under this authority will be listed on the next posted Commissioners Court agenda for public record.		
ACTION REQUESTED OR ALTERNATIVES:	Request approval.		

ATTACHMENTS:

File Name	Description	Type
Resolution - Budget Amendment.pdf	Budget Amendment Resolution	Resolution Letter
LOCAL_GOVERNMENT_CODE_CHAPTER_111._COUNTY_BUDGET.pdf	LGC 111	Backup Material

BRAZOS COUNTY, TEXAS

RESOLUTION AUTHORIZING THE BUDGET OFFICER TO PROCESS CERTAIN BUDGET AMENDMENTS WITHOUT COMMISSIONERS COURT APPROVAL DURING AUGUST AND SEPTEMBER

WHEREAS, the Commissioners Court of Brazos County, Texas, has the authority and responsibility to adopt and amend the annual budget in accordance with Texas Local Government Code Chapter 111, Subchapter C, including §111.070, which provides that the Commissioners Court may make changes in the county budget for county purposes; and

WHEREAS, under Texas Local Government Code §111.070 (c)(2), designate the county budget officer or employee of the county who may, as appropriate and subject to conditions and directions provided by the court, amend the budget by transferring amounts budgeted for certain items to other budgeted items; and

WHEREAS, the months of August and September are a transitional period in which departments often need to realign expenditures within their existing budgets to ensure continuity of operations and fiscal year-end compliance; and

WHEREAS, the Commissioners Court desires to provide the Budget Officer limited authority to process routine budget amendments during this period in order to streamline operations, while maintaining oversight of contingency funds and countywide resources; and

WHEREAS, it is the intent of the Commissioners Court that this authority extend only to amendments made within a department's existing budget allocation, and not to any amendment requiring use of contingency funds or increases beyond the adopted budget;

WHEREAS, the Commissioners Court further intends that transparency be maintained by requiring that all budget amendments processed under this authority be reported back to the Court on the next posted agenda.

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

1. The Budget Officer of Brazos County is hereby authorized to amend the Adopted Budget each year during the months of August and September, provided such amendments are made strictly within the existing appropriations of a department and do not increase the department's budget.
2. Any amendment requiring the use of contingency funds shall continue to require prior approval by Commissioners Court in accordance with Texas Local Government Code §111.
3. This authorization shall apply only to amendments processed during August and September of the current fiscal year, after which the standard requirement of Commissioners Court approval shall again apply.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____ 2025 in Bryan, Brazos County, Texas.

_____
Kyle Kacal, Acting County Judge

_____
Bentley Nettles, Commissioner Precinct 1

_____
Chuck Konderla, Commissioner Precinct 2

_____
Fred Brown, Commissioner Precinct 3

_____
Wanda J. Watson, Commissioner Precinct 4

Attested:_____
Karen McQueen, County Clerk

LOCAL GOVERNMENT CODE

TITLE 4. FINANCES

SUBTITLE B. COUNTY FINANCES

CHAPTER 111. COUNTY BUDGET

SUBCHAPTER A. BUDGET PREPARATION IN COUNTIES WITH POPULATION OF 225,000 OR LESS

Sec. 111.001. SUBCHAPTER APPLICABLE TO COUNTIES WITH POPULATION OF 225,000 OR LESS; EXCEPTION. This subchapter applies only to a county that has a population of 225,000 or less and that does not operate under Subchapter C.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 11(e), eff. Aug. 28, 1989.

Sec. 111.002. COUNTY JUDGE AS BUDGET OFFICER. The county judge serves as the budget officer for the commissioners court of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.003. ANNUAL BUDGET REQUIRED. (a) Not later than August 15, the county judge, assisted by the county auditor or county clerk, shall prepare a budget to cover all proposed expenditures of the county government for the succeeding fiscal year.

(b) A proposed budget that will require raising more revenue from property taxes than in the previous year must contain a cover page with the following statement in 18-point or larger type: "This budget will raise more total property taxes than last year's budget by (insert total dollar amount of increase and percentage increase), and of that amount (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll) is tax revenue to be raised from new property added to the tax roll this year."

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 117, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 7, eff. September 1, 2007.

Acts 2021, 87th Leg., R.S., Ch. 612 (S.B. 1357), Sec. 1, eff. June 14, 2021.

Sec. 111.004. ITEMIZED BUDGET; CONTENTS. (a) The county judge shall itemize the budget to allow as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes that were made for the preceding fiscal year. The budget must show as definitely as possible each of the projects for which an appropriation is established in the budget and the estimated amount of money carried in the budget for each project.

(b) The budget must contain a complete financial statement of the county that shows:

(1) the outstanding obligations of the county;

(2) the cash on hand to the credit of each fund of the county government;

(3) the funds received from all sources during the preceding fiscal year;

(4) the funds available from all sources during the ensuing fiscal year;

(5) the estimated revenues available to cover the proposed budget; and

(6) the estimated tax rate required to cover the proposed budget.

(c) In preparing the budget, the county judge shall estimate the revenue to be derived from taxes to be levied and collected in the succeeding fiscal year and shall include that revenue in the estimate of funds available to cover the proposed budget.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.005. INFORMATION FURNISHED BY COUNTY OFFICERS. (a) In preparing the budget, the county judge may require any county officer to furnish existing information necessary for the judge to properly prepare the budget.

(b) If a county officer fails to provide the information as required by the county judge, the county judge may request the commissioners court to issue an order:

(1) directing the county officer to produce the required information; and

(2) prescribing the form in which the county officer must produce the information.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1197, Sec. 1, eff. June 20, 1997.

Sec. 111.006. PROPOSED BUDGET FILED WITH COUNTY CLERK; PUBLIC INSPECTION. (a) Not later than August 15, the county judge shall file a copy of the proposed budget with the county clerk.

(b) The copy of the proposed budget shall be available for inspection by any person. If the county maintains an Internet website, the county clerk shall take action to ensure that the proposed budget is posted on the website.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 8, eff. September 1, 2007.

Acts 2021, 87th Leg., R.S., Ch. 612 (S.B. 1357), Sec. 2, eff. June 14, 2021.

Sec. 111.007. PUBLIC HEARING ON PROPOSED BUDGET. (a) The commissioners court shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.

(b) The commissioners court shall hold the hearing not later than the 25th day after the day the budget is filed under Section 111.006 but before the commissioners court adopts the county's ad valorem tax rate for the current tax year.

(c) The commissioners court shall give public notice that it will consider the proposed budget on the date of the hearing. The notice must state the date, time, and location of the hearing. The notice must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 111.003(b). The commissioners court shall give notice under this subsection:

(1) not earlier than the 30th day before the date of the hearing; and

(2) not later than the 10th day before the date of the hearing.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 117, Sec. 2, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 9, eff. September 1, 2007.

Acts 2021, 87th Leg., R.S., Ch. 612 (S.B. 1357), Sec. 3, eff. June 14, 2021.

Sec. 111.0075. SPECIAL NOTICE BY PUBLICATION FOR BUDGET HEARING. (a) A commissioners court shall publish notice before a public hearing relating to a budget in at least one newspaper of general circulation in the county.

(b) Notice published under this section is in addition to notice required by other law. Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.

(c) This section does not apply to a commissioners court required by other law to give notice by publication of a hearing on a budget.

(d) Notice under this section must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 111.003(b).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 26, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 10, eff. September 1, 2007.

Sec. 111.008. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.

(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the law and required by the interest of the taxpayers.

(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the commissioners court to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

(d) An adopted budget must contain a cover page that includes:

(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:

(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new

property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or

(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;

(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:

(A) the property tax rate;

(B) the no-new-revenue tax rate;

(C) the no-new-revenue maintenance and operations tax rate;

(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

(e) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 11, eff. September 1, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 3, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 80, eff. January 1, 2020.

Sec. 111.009. APPROVED BUDGET FILED WITH COUNTY CLERK: POSTING ON INTERNET. (a) On final approval of the budget by the commissioners court,

the court shall:

(1) file the budget with the county clerk; and

(2) if the county maintains an Internet website, take action to ensure that:

(A) a copy of the budget, including the cover page, is posted on the website; and

(B) the record vote described by Section 111.008(d)(2) is posted on the website at least until the first anniversary of the date the budget is adopted.

(b) The commissioners court shall take action to ensure that the cover page of the budget is amended to include the property tax rates required by Section 111.008(d)(3) for the current fiscal year if the rates are not included on the cover page when the budget is filed with the county clerk. The commissioners court shall file an amended cover page with the county clerk and take action to ensure that the amended cover page is posted on the county's website.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 12, eff. September 1, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 4, eff. September 1, 2013.

Sec. 111.010. LEVY OF TAXES AND EXPENDITURE OF FUNDS UNDER BUDGET; EMERGENCY EXPENDITURE; BUDGET TRANSFER. (a) The commissioners court may levy taxes only in accordance with the budget.

(b) After final approval of the budget, the commissioners court may spend county funds only in strict compliance with the budget, except in an emergency.

(c) The commissioners court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention. If the court amends the original budget to meet an emergency, the court shall file a copy of its order amending the budget with the county clerk, and the clerk shall attach the copy to the original budget.

(d) The commissioners court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 167, Sec. 1, 2, eff. May 25, 1989.

Sec. 111.0105. BUDGET FOR EXPENDITURES FROM PROCEEDS OF BONDS OR OTHER OBLIGATIONS. If a county bond issue is submitted at an election or other authorized obligations are to be issued against future revenues and a tax is to be levied for those obligations, the commissioners court shall adopt a budget of proposed expenditures. On receipt of the proceeds of the sale of the bonds or other obligations, the county may make expenditures from the proceeds in the manner provided by this subchapter for expenditures for general purposes.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 2, eff. June 20, 1997.

Sec. 111.0106. SPECIAL BUDGET FOR GRANT OR AID MONEY. The county auditor or the county judge in a county that does not have a county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 2, eff. June 20, 1997.

Sec. 111.0107. SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS. The county auditor or the county judge in a county that does not have a county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 2, eff. June 20, 1997.

Sec. 111.0108. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR. The county auditor or the county judge in a county that does not have a county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On

certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

Added by Acts 2001, 77th Leg., ch. 938, Sec. 1, eff. Sept. 1, 2001.

Sec. 111.011. CHANGES IN BUDGET FOR COUNTY PURPOSES. This subchapter does not prevent the commissioners court from making changes in the budget for county purposes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.012. PENALTY. (a) An officer, employee, or official of a county government who refuses to comply with this subchapter commits an offense.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $100 or more than $1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.013. LIMITATION ON BUDGET OF COUNTY AUDITOR. An increase from one fiscal year to the next in the amount budgeted for expenses of the county auditor's office or the salary of an assistant auditor shall not exceed five (5) percent without approval of the commissioners court.

Added by Acts 1991, 72nd Leg., ch. 600, Sec. 3, eff. June 15, 1991; Acts 1991, 72nd Leg., ch. 739, Sec. 1, eff. Aug. 26, 1991.

Sec. 111.014. RESERVE ITEM. Notwithstanding any other provision of this subchapter, a county may establish in the budget a reserve or contingency item. The item must be included in the itemized budget under Section 111.004(a) in the same manner as a project for which an appropriation is established in the budget.

Added by Acts 2003, 78th Leg., ch. 301, Sec. 5, eff. Sept. 1, 2003.

SUBCHAPTER B. BUDGET PREPARATION IN COUNTIES WITH POPULATION OF MORE THAN 225,000

Sec. 111.031. SUBCHAPTER APPLICABLE TO COUNTIES WITH POPULATION OF MORE THAN 225,000; EXCEPTION. This subchapter applies only to a county that has a population of more than 225,000 and that does not operate under Subchapter C.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.032. COUNTY AUDITOR AS BUDGET OFFICER. The county auditor serves as budget officer for the commissioners court of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.033. ANNUAL BUDGET REQUIRED. (a) Within 30 days before the first day of each fiscal year or on or immediately after that first day, the county auditor shall prepare a budget to cover the proposed expenditures of the county government for that fiscal year.

(b) A proposed budget that will require raising more revenue from property taxes than in the previous year must contain a cover page with the following statement in 18-point or larger type: "This budget will raise more total property taxes than last year's budget by (insert total dollar amount of increase and percentage increase), and of that amount (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll) is tax revenue to be raised from new property added to the tax roll this year."

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 563 (S.B. 1510), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 13, eff. September 1, 2007.
Reenacted by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.002, eff. September 1, 2009.

Sec. 111.034. ITEMIZED BUDGET; CONTENTS. (a) The county auditor shall itemize the budget to allow as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes that were made for the preceding fiscal year. The budget must show with reasonable accuracy each project for which an appropriation is established in the budget and the estimated amount of money carried in the budget for each project.

(b) The budget must contain a complete financial statement of the county that shows:

(1) the outstanding obligations of the county;

(2) the cash on hand to the credit of each fund of the county government;

(3) the funds received from all sources during the preceding fiscal year;

(4) the funds and revenue estimated by the auditor to be received from all sources during the preceding fiscal year;

(5) the funds and revenue estimated by the auditor to be received from all sources during the ensuing fiscal year; and

(6) a statement of all accounts and contracts on which sums are due to or owed by the county as of the last day of the preceding fiscal year, except for taxes and court costs.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.035. LIMITATION ON EXPENDITURES BEFORE ADOPTION OF BUDGET. Until a budget for a fiscal year is adopted by the commissioners court, the county may not make payments during that fiscal year except for emergencies and for obligations legally incurred before the first day of the fiscal year for salaries, utilities, materials, and supplies.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.036. INFORMATION FURNISHED BY OFFICERS. In preparing the budget, the county auditor may require any district, county, or precinct officer of the county to provide information necessary for the auditor to properly prepare the budget.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.037. PROPOSED BUDGET FILED WITH COUNTY CLERK; PUBLIC INSPECTION. (a) The county auditor shall file a copy of the proposed budget with the county clerk.

(b) The copy of the proposed budget shall be available for public inspection by any person. If the county maintains an Internet website, the county clerk shall take action to ensure that the proposed budget is posted on the website.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 14, eff. September 1, 2007.

Sec. 111.038. PUBLIC HEARING ON PROPOSED BUDGET. (a) The commissioners court shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.

(b) The commissioners court shall hold the hearing on a day within 10 calendar days after the date the proposed budget is filed but before the last day of the first month of the fiscal year.

(c) The commissioners court shall publish notice that it will consider the proposed budget on the date of the budget hearing. The notice must be published once in a newspaper of general circulation in the county and must state the date, time, and location of the hearing.

(d) Notice under this section must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 111.033(b).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 552, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 15, eff. September 1, 2007.

Sec. 111.0385. SPECIAL NOTICE BY PUBLICATION FOR BUDGET HEARING. (a) A commissioners court shall publish notice before a public hearing relating to a budget in at least one newspaper of general circulation in the county.

(b) Notice published under this section is in addition to notice required by other law. Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.

(c) This section does not apply to a commissioners court required by other law to give notice by publication of a hearing on a budget.

(d) Notice under this section must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 111.033(b).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 27, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 16, eff. September 1, 2007.

Sec. 111.039. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.

(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.

(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the commissioners court to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

(d) An adopted budget must contain a cover page that includes:

(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:

(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or

(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;

(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:

(A) the property tax rate;

(B) the no-new-revenue tax rate;

(C) the no-new-revenue maintenance and operations tax rate;

(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

(e) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 17, eff. September 1, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 5, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 81, eff. January 1, 2020.

Sec. 111.040. APPROVED BUDGET FILED WITH OFFICERS: POSTING ON INTERNET. (a) On final approval of the budget by the commissioners court, the court shall:

(1) file a copy of the budget with the county auditor and the county clerk; and

(2) if the county maintains an Internet website, take action to ensure that:

(A) a copy of the budget, including the cover page, is posted on the website; and

(B) the record vote described by Section 111.039(d)(2) is posted on the website at least until the first anniversary of the date the budget is adopted.

(b) The commissioners court shall take action to ensure that the cover page of the budget is amended to include the property tax rates required by Section 111.039(d)(3) for the current fiscal year if the rates are not included on the cover page when the budget is filed with the county clerk. The commissioners court shall file an amended cover page with the county clerk and take action to ensure that the amended cover page is posted on the county's website.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 584, Sec. 100, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 18, eff. September 1, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 6, eff. September 1, 2013.

Sec. 111.041. EXPENDITURE OF FUNDS UNDER BUDGET; EMERGENCY EXPENDITURE; BUDGET TRANSFER. (a) The commissioners court may spend county funds only in strict compliance with the budget, except as provided by this section.

(b) The commissioners court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention. If the court amends the original budget to meet an emergency, the court shall file a copy of its order amending the budget with the county clerk, and the clerk shall attach the copy to the original budget.

(c) The commissioners court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1197, Sec. 3, eff. June 20, 1997.

Sec. 111.0415. CHANGES IN BUDGET FOR COUNTY PURPOSES. This subchapter does not prevent the commissioners court from making changes in the budget for county purposes.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 4, eff. June 20, 1997.

Sec. 111.042. BUDGET FOR EXPENDITURES FROM PROCEEDS OF BONDS OR OTHER OBLIGATIONS. If a county bond issue is submitted at an election or other authorized obligations are to be issued against future revenues and a tax is to be levied for those obligations, the commissioners court shall adopt a budget of proposed expenditures. On receipt of the proceeds of the sale of the bonds or other obligations, the county may make expenditures from

the proceeds in the manner provided by this subchapter for expenditures for general purposes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1197, Sec. 5, eff. June 20, 1997.

Sec. 111.043. SPECIAL BUDGET FOR GRANT OR AID MONEY. The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.0431. SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS. The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 6, eff. June 20, 1997.

Sec. 111.0432. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR. The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

Added by Acts 2001, 77th Leg., ch. 938, Sec. 2, eff. Sept. 1, 2001.

Sec. 111.044. LIMITATION ON BUDGET OF COUNTY AUDITOR. An increase from one fiscal year to the next in the amount budgeted for expenses of the county auditor's office or the salary of an assistant auditor shall not exceed five (5) percent without approval of the commissioners court.

Added by Acts 1991, 72nd Leg., ch. 600, Sec. 4, eff. June 15, 1991; Acts 1991, 72nd Leg., ch. 739, Sec. 2, eff. Aug. 26, 1991.

Sec. 111.045. RESERVE ITEM. Notwithstanding any other provision of this subchapter, a county may establish in the budget a reserve or contingency item. The item must be included in the itemized budget under Section 111.034(a) in the same manner as a project for which an appropriation is established in the budget.

Added by Acts 2003, 78th Leg., ch. 301, Sec. 6, eff. Sept. 1, 2003.

SUBCHAPTER C. ALTERNATE METHOD OF BUDGET PREPARATION IN COUNTIES WITH POPULATION OF MORE THAN 125,000

Sec. 111.061. SUBCHAPTER APPLICABLE TO COUNTIES WITH POPULATION OF MORE THAN 125,000. This subchapter applies only to a county that has a population of more than 125,000 and that chooses to operate under this subchapter instead of under Subchapter A or B.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 11(e), eff. Aug. 28, 1989.

Sec. 111.062. APPOINTMENT OF BUDGET OFFICER; ABOLITION OF OFFICE. (a) The commissioners court of the county may appoint a county budget officer to prepare a county budget for the fiscal year.

(b) A county that establishes the office of county budget officer may abolish that office only by a formal action of the commissioners court. The court must take the action after the first day of the second month of the fiscal year and before the first day of the sixth month of the fiscal year. If the office is abolished, the duties of budget officer shall be performed by:

(1) the county judge, if the county has a population of 225,000 or less; or

(2) the county auditor, if the county has a population of more than 225,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 593, Sec. 1, eff. June 13, 1993.

Sec. 111.063. ITEMIZED BUDGET; CONTENTS. (a) The budget officer shall itemize the budget to allow as clear a comparison as practicable

between expenditures included in the proposed budget and actual or estimated expenditures for the same or similar purposes that were made for the preceding fiscal year. The budget must show with reasonable accuracy each of the projects for which an appropriation is established in the budget and the estimated amount of money carried in the budget for each project.

(b) The budget officer shall obtain from the county auditor any information necessary to prepare a complete financial statement for inclusion in the budget. The financial statement must show:

(1) the outstanding obligations of the county;

(2) the cash on hand to the credit of each fund of the county government;

(3) funds received from all sources during the preceding fiscal year;

(4) the funds and revenue estimated by the auditor to be received from all sources during the preceding fiscal year;

(5) the funds and revenue estimated by the auditor to be received during the ensuing year; and

(6) a statement of all accounts and contracts on which sums are due to or owed by the county as of the last day of the preceding fiscal year, except for taxes and court costs.

(c) If actual amounts for the information described by Subsection (b)(1), (b)(2), (b)(3), or (b)(6) are not available at the time the budget officer prepares the financial statement, the budget officer may use in the preparation of the statement estimates of that information made by the county auditor.

(d) Subsection (c) does not prevent the commissioners court from adopting a budget before the beginning of the fiscal year for which the budget is prepared.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1044, Sec. 1, eff. Sept. 1, 1989.

Sec. 111.064. LIMITATION ON EXPENDITURES BEFORE ADOPTION OF BUDGET. Until a budget for a fiscal year is adopted by the commissioners court, the county may not make payments during that fiscal year except for emergencies and for obligations legally incurred before the first day of the fiscal year for salaries, utilities, materials, and supplies.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.065. INFORMATION FURNISHED BY OFFICERS. In preparing or monitoring the budget, the budget officer may require the county auditor or any other district, county, or precinct officer of the county to provide any information necessary for the budget officer to properly prepare or monitor the budget.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.066. PROPOSED BUDGET FILED WITH COUNTY CLERK AND COUNTY AUDITOR; PUBLIC INSPECTION. (a) The budget officer shall file a copy of the proposed budget with the county clerk and the county auditor.

(b) The copy of the proposed budget shall be available for public inspection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.067. PUBLIC HEARING ON PROPOSED BUDGET. (a) The commissioners court shall hold a public hearing on the proposed budget. Any taxpayer of the county may attend and may participate in the hearing.

(b) The commissioners court shall hold the hearing on a day within 10 calendar days after the date the proposed budget is filed but before the last day of the first month of the fiscal year.

(c) The commissioners court shall publish notice that it will consider the proposed budget on the date of the budget hearing. The notice must be published once in a newspaper of general circulation in the county and must state the date, time, and location of the hearing.

(d) Notice under this section must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 111.033(b).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 552, Sec. 2, eff. June 18, 1999.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 924 (H.B. 3195), Sec. 19, eff. September 1, 2007.

Sec. 111.0675. COMMISSIONERS COURT: SPECIAL NOTICE BY PUBLICATION FOR BUDGET HEARING. (a) A commissioners court shall publish notice before a public hearing relating to a budget in at least one newspaper of general circulation in the county.

(b) Notice published under this section is in addition to notice required by other law. Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.

(c) This section does not apply to a commissioners court required by other law to give notice by publication of a hearing on a budget.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 28, eff. Sept. 1, 1993.

Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.

(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.

(c) An adopted budget must contain a cover page that includes:

(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:

(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or

(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;

(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:

(A) the property tax rate;

(B) the no-new-revenue tax rate;

(C) the no-new-revenue maintenance and operations tax rate;

(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

Sec. 111.069. APPROVED BUDGET FILED WITH OFFICERS; POSTING ON INTERNET. (a) On final approval of the budget by the commissioners court, the court shall:

(1) file a copy of the budget with the county auditor and the county clerk; and

(2) if the county maintains an Internet website, take action to ensure that:

(A) a copy of the budget, including the cover page, is posted on the website; and

(B) the record vote described by Section 111.068(c)(2) is posted on the website at least until the first anniversary of the date the budget is adopted.

(b) The commissioners court shall take action to ensure that the cover page of the budget is amended to include the property tax rates required by Section 111.068(c)(3) for the current fiscal year if the rates are not included on the cover page when the budget is filed with the county clerk. The commissioners court shall file an amended cover page with the county clerk and take action to ensure that the amended cover page is posted on the county's website.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 584, Sec. 101, eff. Sept. 1, 1989.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 457 (S.B. 1692), Sec. 1, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 8, eff. September 1, 2013.

Sec. 111.070. EXPENDITURE OF FUNDS UNDER BUDGET; EMERGENCY EXPENDITURE; BUDGET TRANSFER. (a) The commissioners court may spend county funds only in strict compliance with the budget, except as provided by this section.

(b) The commissioners court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention. If the court amends the original budget to meet an emergency, the court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

(c) The commissioners court by order may:

(1) amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure; or

(2) designate the county budget officer or another officer or employee of the county who may, as appropriate and subject to conditions and directions provided by the court, amend the budget by transferring amounts budgeted for certain items to other budgeted items.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1197, Sec. 7, eff. June 20, 1997.
Amended by:

Acts 2005, 79th Leg., Ch. 1121 (H.B. 2458), Sec. 1, eff. June 18, 2005.

Sec. 111.0705. BUDGET FOR EXPENDITURES FROM PROCEEDS OF BONDS OR OTHER OBLIGATIONS. If a county bond issue is submitted at an election or other authorized obligations are to be issued against future revenues and a tax is to be levied for those obligations, the commissioners court shall adopt a budget of proposed expenditures. On receipt of the proceeds of the sale of the bonds or other obligations, the county may make expenditures

from the proceeds in the manner provided by this subchapter for expenditures for general purposes.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 8, eff. June 20, 1997.

Sec. 111.0706. SPECIAL BUDGET FOR GRANT OR AID MONEY. The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 8, eff. June 20, 1997.

Sec. 111.0707. SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS. (a) The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

(b) The county treasurer shall notify the county auditor of the receipt of all revenue from intergovernmental contracts not previously included in a special budget or the annual budget for that fiscal year.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 8, eff. June 20, 1997.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 606 (S.B. 373), Sec. 5, eff. September 1, 2011.

Sec. 111.07075. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR. (a) The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

(b) The county treasurer shall notify the county auditor of the receipt of all revenue from a new source not anticipated before the adoption of the budget and not previously included in a special budget or the annual budget for that fiscal year.

Added by Acts 2001, 77th Leg., ch. 938, Sec. 3, eff. Sept. 1, 2001.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 606 (S.B. 373), Sec. 5, eff. September 1, 2011.

Sec. 111.0708. PLEDGING REVENUE AS SECURITY FOR BONDS AND OTHER OBLIGATIONS. In preparing a county budget, a county may secure county bonds or other obligations by pledging for the term of the bonds or other obligations:

(1) any security authorized by law; or

(2) any revenue or receipts obtained by the county from the levy of a state tax if the state is required to pay the county the proceeds or receipts from the tax.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 8, eff. June 20, 1997.

Sec. 111.0709. CHANGES IN BUDGET FOR COUNTY PURPOSES. This subchapter does not prevent the commissioners court from making changes in the budget for county purposes.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 8, eff. June 20, 1997.

Sec. 111.071. BUDGET OFFICER'S ASSISTANCE TO COMMISSIONERS COURT. The budget officer may assist the commissioners court in the performance of the court's duties relating to the efficiency and effectiveness of county operations.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.072. DUTIES RETAINED BY COUNTY AUDITOR. The duties given under Subchapter B to the county auditor that are not expressly conferred by this subchapter on the budget officer remain duties of the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.073. EMPLOYMENT OF PERSONNEL. The commissioners court may employ personnel necessary to assist the budget officer in the performance of the duties of that office.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.074. LIMITATION ON BUDGET OF COUNTY AUDITOR. An increase from one fiscal year to the next in the amount budgeted for expenses of the county auditor's office or the salary of an assistant auditor shall not exceed five (5) percent without approval of the commissioners court.

Added by Acts 1991, 72nd Leg., ch. 600, Sec. 5, eff. June 15, 1991; Acts 1991, 72nd Leg., ch. 739, Sec. 3, eff. Aug. 26, 1991.

Sec. 111.075. RESERVE ITEM. Notwithstanding any other provision of this subchapter, a county may establish in the budget a reserve or contingency item. The item must be included in the itemized budget under Section 111.063(a) in the same manner as a project for which an appropriation is established in the budget.

Added by Acts 2003, 78th Leg., ch. 301, Sec. 7, eff. Sept. 1, 2003.

SUBCHAPTER D. BUDGET APPROPRIATIONS

Sec. 111.091. APPROPRIATION ACCOUNTS. (a) On the adoption and certification of a general or special county budget, the county auditor shall open an appropriation account for each main budgeted or special item in the budget.

(b) The county auditor shall enter to an appropriation account each warrant drawn against that appropriation.

(c) The county auditor periodically shall inform the commissioners court of the condition of the appropriation accounts.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.092. DEPARTMENTAL EXPENSES NOT TO EXCEED APPROPRIATIONS. The county auditor shall oversee the warrant process to ensure that the expenses of any department do not exceed the budget appropriations for that department.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.093. APPROPRIATIONS FOR PURCHASES, CONTRACTS, SALARIES, OR LABOR EXPENSES IN COUNTY WITH POPULATION OF MORE THAN 225,000. (a) This section applies only to a county with a population of more than 225,000.

(b) The county auditor shall charge all purchase orders, requisitions, contracts, and salary and labor allowances to the appropriation accounts.

(c) A requisition issued or a contract for work, labor, services, or materials and supplies that is entered into in the manner provided by law by a proper authority is not binding until the county auditor certifies that the budget contains an ample provision for the obligation and that funds are or will be available to pay the obligation when due.

(d) The amount allocated in the budget for a purchase order, requisition, contract, special purpose, or salary or labor account may not be allocated for any other purpose unless an unexpended balance remains in the account after full discharge of the obligation or unless the requisition, contract, or allocation is canceled in writing by the commissioners court or a county officer for a valid reason.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 111.094. ITEMIZED BUDGET. The commissioners court in preparing the county budget shall determine the amount of county funds to be spent for the juvenile probation department in the county budget.

Added by Acts 1997, 75th Leg., ch. 1197, Sec. 9, eff. June 20, 1997.

Sec. 111.095. SPECIAL FUNDS. (a) This section shall apply to all funds maintained and controlled by a county tax assessor-collector that are not included in the county budget.

(b) At least 60 days before the first day of the county's fiscal year, the county tax assessor-collector shall prepare a budget for the expenditure of the funds during that fiscal year and file a copy of that budget with the county budget officer. The county budget officer shall make a copy of the budget filed with the budget officer available to the public at all reasonable times. The budget filed with the county budget officer is not subject to approval by the commissioners court of the county, but any member of the public is entitled to speak for or against the budget during the county's budget process. Funds in the accounts under this section may be spent only in compliance with the budget filed with the county budget officer under this subsection.

(c) Funds in the accounts under this section may not be used to supplement the salary or cover the personal expenses of the county tax assessor-collector.

(d) The provisions of this section are cumulative with the provisions of other statutes pertaining to county funds.

Added by Acts 2001, 77th Leg., ch. 938, Sec. 4, eff. Sept. 1, 2001.

Sec. 111.096. BUDGETED POSITIONS FOR JUDICIARY. Notwithstanding any other law, the commissioners court in preparing the county budget for a fiscal year shall determine the number of any additional positions authorized under Section 75.401, Government Code, to be included in the budget and the maximum compensation for those positions.

Added by Acts 2017, 85th Leg., R.S., Ch. 1110 (H.B. 4104), Sec. 1, eff. September 1, 2017.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Treasurer's Office	NUMBER:	

DATE OF COURT MEETING:	9/30/2025
ITEM:	Approval of Resolution and Order No. 25-027 authorizing the payment of salaries and certain claims pursuant to Texas Local Government Code §113.047.
TO:	Commissioners Court
DATE:	09/22/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
ACTION REQUESTED OR ALTERNATIVES:	Approval

ATTACHMENTS:

File Name	Description	Type
Order_25-027_Payment_of_Salaries___Certain_Claims.pdf	Order 25-027 Payment of Salaries and Certain Claims	Backup Material

RESOLUTION AND ORDER NO. 25-027
PAYMENT OF SALARIES AND CERTAIN CLAIMS

WHEREAS, Texas Local Government Code §113.047 allows the county treasurer to disburse funds as payment for "a salary or expenses authorized by law"; and

WHEREAS, claims are approved for payment contingent on appropriate documentation and authorizations being received and approved through the audit process and approval of Commissioners Court; and

WHEREAS, the Commissioners Court desires to expedite payment of certain claims in order to maintain continuity of services.

THEREFORE, it is ordered, adjudged and decreed to remain in effect until further orders are issued by this Court, that the type of claims listed below are approved for payment by Commissioners Court after the invoice/claim has been presented with appropriate documentation and authorizations by department heads and elected officials and following approval through the audit process. Payment is to be followed by presentation of a payment report to Commissioners Court at a subsequent meeting.

- Payroll and payroll related deductions, benefits and payroll taxes
- Utilities and telecommunications services including electricity, water, natural gas, internet, and phones to ensure continuation of service
- Credit card bills

ADOPTED this 30 day of SEPT., 2025 by a vote of 5 ayes and 0 nays.

Kyle Kacal
Acting County Judge

ATTEST:

Karen McQueen
County Clerk

By: Chief Deputy

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: District Clerk NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Juror Payment Authorization Forms and Daily Rate with additional option to donate payment to Brazos County Veteran Services, as provided by statute, Government Code, Section 61.003(a)(6) for FY 2026.

TO: Commissioners Court

FROM: Angela Lara

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
$20.00_Juror_Payment_Authorization_Form.docx	$20 Juror Payment Authorization Form	Cover Memo
$58.00_Juror_Payment_Authorization_Form.docx	$58 Juror Payment Authorization Form	Cover Memo

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: District Clerk NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Juror Payment Authorization Forms and Daily Rate with additional option to donate payment to Brazos County Veteran Services, as provided by statute, Government Code, Section 61.003(a)(6) for FY 2026.

TO: Commissioners Court

FROM: Angela Lara

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
$20.00_Juror_Payment_Authorization_Form.docx	$20 Juror Payment Authorization Form	Cover Memo
$58.00_Juror_Payment_Authorization_Form.docx	$58 Juror Payment Authorization Form	Cover Memo

APPROVED

KYLE KACAL 9/30/25

Acting County Judge Date

Brazos County

300 E.26th St. Ste. 2214
Bryan TX 77803
(979)361-4224

Gabriel Garcia
District Clerk

JUROR PAYMENT AUTHORIZATION FORM

Juror Name: _____ Summons ID: _____

Court: _____ Date: _____

Reimbursement Rate: $20.00 Amends Government Code, Section 61.001(a) and 61.0015(a)
Thank you for your jury service in Brazos County. Texas law entitles you to receive reimbursement for your travel and other expenses. In Brazos County, the rate is set at $20.00 for the day of Jury Selection. If you are selected to serve as a juror, you are entitled to receive $58.00 per date after the first day. Section 61.001(a)(2)
Again, thank you for your service,

Gabriel Garcia, District-Clerk

*Please check one of the following:

☐ I want to be paid.

OR

☐ I would like to donate to: **Crime Victims' Compensation Fund-**
Provides service to assist victims of crime.

OR

☐ I would like to donate to: **Brazos County Child Welfare Board-**
Advocates for the protection of children from abuse and neglect.

OR

☐ I would like to donate to: **Brazos County Veteran Services-**
Advocates for veterans, their families and their survivors.

_____ _____

***Juror's Signature** **Date**

By my signature, I acknowledge that I have directed the Brazos County Treasurer to disburse the funds as indicated above.

*ALL FUNDS NOT DESIGNATED WILL BE RETAINED BY BRAZOS COUNTY

Brazos County

300 E.26th St. Ste. 2214
Bryan TX 77803
(979)361-4224

Gabriel Garcia
District Clerk

JUROR PAYMENT AUTHORIZATION FORM

Juror Name: _____ Summons ID: _____

Court: _____ Date: _____

Reimbursement Rate: $58.00 Section 61.001(a)(2)

Thank you for your jury service in Brazos County. Texas law entitles you to receive reimbursement for your travel and other expenses. Now that you have been selected as a juror or Jury Selection has lasted more than one day, you are entitled to receive $58.00 per day after the first day.

Sincerely,

Gabriel Garcia, District-Clerk

*Please check one of the following:

☐ I want to be paid.

OR

☐ I would like to donate to: **Crime Victims' Compensation Fund-**
Provides service to assist victims of crime.

OR

☐ I would like to donate to: **Brazos County Child Welfare Board-**
Advocates for the protection of children from abuse and neglect.

OR

☐ I would like to donate to: **Brazos County Veteran Services-**
Advocates for veterans, their families and their survivors.

_____ _____

***Juror's Signature** **Date**

By my signature, I acknowledge that I have directed the Brazos County Treasurer to disburse the funds as indicated above.

*ALL FUNDS NOT DESIGNATED WILL BE RETAINED BY BRAZOS COUNTY

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the following Job Descriptions:
- a. Juvenile Correctional Medicine - B0271 - Juvenile-Corrections Rotation Health Worker
- b. Risk Management - B2213 - Secretary

TO: Commissioners Court

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

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

ATTACHMENTS:

File Name	Description	Type
Juvenile_Correctional_Medicine_-_B0271_-_Jail_-_Corrections_Rotation_Health_Worker.docx	Approval of the following Job Description: Juvenile Correctional Medicine - B0271 - Juvenile Corrections Rotation Health Worker	Backup Material
Risk_Management_-_B2213_-_Secretary.docx	Approval of the following Job Description: Risk Management - B2213 – Secretary	Backup Material

Brazos County
Job Description
Last Updated: September 2025

Template Revision 1.2 08/15/2012

Class Number:	B0271	**Title:**	Juvenile- Corrections Rotation Health Worker
Pay Group:	RN	**Department:**	Juvenile Correctional Medicine
FLSA Status:	Non-Exempt	**Reports To:**	Medical Manager
Approved Date:	09/30/2025	**EEOC Category:**	Professionals

General Summary:

Health & Wellness Clinic (Correctional Medicine) may hire nurses on a PRN (pro re nata or "as-needed") basis. These individuals are considered temporary, non-benefit-eligible employees and are compensated only for hours worked. PRN employees are not eligible for any benefits typically associated with full-time or part-time employment. The term "nurse" will include the following licensures under the Texas Board of Nursing – Licensed Vocational Nurse (LVN) or Registered Nurse (RN).

Essential Duties:

Assesses patient's physical, psychosocial, and behavioral health needs. Assesses patient's and families' learning needs. Provides patients and families with appropriate education. Advocates for the patient. Promotes wellness and health promotion behaviors. Administers prescribed medications and treatments per standing or direct orders. Fulfills medication refills and referrals as ordered by provider(s). Prepares exam room, procedure room, equipment and assists provider(s). Documents in the medical record according to BCHWC policy and procedure. Administers and oversees the daily operations of the Health and Wellness Clinic. Supervises, trains, and oversees clinical and non-clinical staff members. Prepares and monitors budgets and the purchasing of equipment and supplies. Supports the "team" concept of healthcare and act as a liaison between the Health and Wellness Clinic and Brazos County employees. Acts as a patient advocate, coordinator and liaison for BCHWC in dealing with the community. Contribute to the timely flow of the Brazos County Health and Wellness Clinic by examining, evaluating and treating its patient population in an efficient, effective and timely fashion. Assist in the timely ordering of clinic supplies and vaccines. Present educational lectures on medical topics to the staff and patient population. Assist in maintaining a safe, clean clinic and protecting the confidentiality of each patient by maintaining HIPAA Compliance. Maintain professional and technical competence by staying up to date in all the aspects of general/ family practice by regular continuing education. Inform and consult with the supervising physician about any problems or discrepancies that might arise. Cultivate a climate of trust and compassion with the patients. Comply strictly with medical standards of care and safety standards & regulations.

May respond to medical clerk job duties.

Other Duties as assigned.

Supervision	
Received:	Medical: Medical Provider(s) Administrative: Clinic Director
Given:	Provides clinical and administrative supervision to Correctional Health Professionals (CHPs), nurses and administrative staff.

Education	
Required:	Graduate of an accredited school of nursing.
Preferred:	

Experience	
Required:	Licensed Vocational Nursing or RN experience.
Preferred:	3 years of experience in the field of nursing.

APPROVED

KYLE KACAL — 9/30/25

Acting County Judge — Date

Certificates, Licenses, Registrations	
Required:	Current license to practice as a Licensed Vocational Nurse or Registered Nurse in the State of Texas. Must pass background checks. Current BLS certification required. Vaccines: HepB, TDap, and yearly Influenza. TB screen within 6 months of employment. Drug Screening.
Preferred:	

Physical Demands	
Typical:	Requires full range of body motion including manual and finger dexterity and eye-hand coordination. It requires standing and walking for extensive periods of time. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Occasionally lifts and carries items weighing up to 50 pounds. Requires corrected vision and hearing to normal range. Requires working under stressful conditions or working irregular hours. Requires exposure to communicable disease or body fluids.

Knowledge, Skills, & Abilities	
Typical:	Knowledge of professional nursing theory and practice to give and evaluate patient care. Knowledge of organizational policies, regulations and procedures to administer patient care. Knowledge of medical equipment and instruments to administer patient care. Knowledge of common safety hazards and precautions to establish a safe work environment. Skill in applying and modifying the principles, methods and techniques of professional nursing to provide ongoing patient care. Skill in identifying problems and recommending solutions. Ability to assess the specific age-related needs of patients. Skill in preparing and maintaining records, writing reports, and responding to correspondence. Skill in establishing and maintaining effective working relationships with patients, medical staff and the public. Ability to react calmly and effectively in emergency situations. Ability to interpret, adapt, and apply guidelines and procedures. Ability to communicate clearly

Work Environment	
Typical:	• Frequent exposure to communicable diseases, toxic substances, and other conditions common to a clinic environment. • Correctional Health Setting

Brazos County
Job Description
Last Updated: September 2025

Template Revision 1.2 08/15/2012

Class Number:	B2213	**Title:**	Secretary
Pay Group:	14	**Department:**	Risk Management
FLSA Status:	Non-Exempt	**Reports To:**	Risk Manager
Approved Date:	9/30/2025	**EEOC Category:**	Administrative Support Workers

General Summary:

The Risk Management Secretary provides administrative and operational support to the Risk Management Department. This role manages key systems, supports departmental operations, and serves as a point of contact for internal staff, external partners, and the public. Responsibilities include managing the county-wide duress system, processing payments and badges, maintaining records, and assisting with risk-related documentation. The Secretary also acts as a backup for claims handling, helping to ensure timely and accurate claim processing when needed.

Essential Duties:

Duress System Management:
Maintains and monitors the County-wide Duress System to ensure proper operation and response readiness.

Badge and Payment Processing:
Issues ID badges and processes payments for defense attorneys, contractors, reserves, and unpaid interns.

Administrative Support:
Drafts letters, meeting agendas, documents, reports, and responses to citizen complaints.
Performs document copying, distribution, and filing tasks.

Reception and Communication:
Answers and directs incoming phone calls, manages multiple lines, and relays messages.
Greets and assists the public, referring visitors to appropriate personnel.

Assistance and Backup Roll for other internal positions:
Serves as a backup for claims handling, assisting with documentation, coordination, and communication during staff absences or peak periods.
Tracking status of insurance and liability claims to ensure timely resolution and prepares and files insurance related paperwork.
Provides assistance in mass building and vehicle inspections.
Internal office research on a wide variety of topics

Financial and Budget Support:
Prepares payment authorizations and requisitions.
Assists with budget tracking, expenditure updates, and account balancing.

Training and Meeting Coordination:
Notifies staff and committee members of upcoming meetings or training sessions.
Tracks attendance and helps organize logistics.
May attend workshops or training events as assigned.
Operate and drive a county vehicle

APPROVED
KYLE KACAL 9/30/25
ACTING County Judge Date

Scheduling and Travel:
Maintains the department calendar and schedules meeting rooms.
Coordinates travel arrangements and processes travel-related reimbursements and advances.

Mail and Supplies:
Sorts and distributes incoming mail.
Manages office supplies inventory and distribution.

Records and Document Management:
Maintains and updates accident/incident reports.
Organizes and updates electronic files using Laserfiche.
Updates and maintains vehicle list for insurance purposes.

Other Duties as assigned.

Supervision	
Received:	General instruction and supervision given by Risk Manager and Risk Safety Coordinator and periodic performance review.
Given:	None

Education	
Required:	High school graduation, or its equivalent; or any equivalent combination of education and experience which provides the required knowledge, skills, and abilities.
Preferred:	

Experience	
Required:	Two years of administrative experience at an in-office environment or equivalent combined experience in customer service with administrative duties.
Preferred:	Experience in government, legal, or risk management preferred.

Certificates, Licenses, Registrations	
Required:	Required: Valid State of Texas class "C" driver's license.
Preferred:	

Physical Demands	
Typical:	The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk and hear. The employee frequently is required to stand and walk. The employee must occasionally lift and/or move objects weighing up to 40 pounds, such as files, stacks of records, or other similar objects. Specific vision abilities required by this job include close vision, and ability to adjust focus.

Knowledge, Skills, & Abilities	
Typical:	Basic bookkeeping procedures and standard office practices. Establish and maintain effective working relationships with county employees, representatives of governmental agencies, and the general public; communicate effectively, both orally and in writing; operate standard word processing and spreadsheet software; read and interpret standard policies and procedures; work with minimum supervision; organize and prioritize tasks; ability to remain calm when dealing with irate citizens.

Work Environment	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee must frequently work under time pressures, work closely with others as part of a team, change tasks, and perform multiple tasks simultaneously.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:	

DATE OF COURT MEETING: 9/30/2025

ITEM: Request from the County Judge for the following personnel changes with effective date as of October 1, 2025. This change has no impact to the County Judge's FY 2026 budget.

- a. Decrease B0240-1 Chief of Staff - County Judge, from bi-weekly rate of $7,350.00 to bi-weekly rate of $5,665.44, Salary Full-Time
- b. Increase B0241-1 General Counsel - County Judge, from bi-weekly rate of $5,665.44 to bi-weekly rate of $7,350.00, Salary Full-Time

TO: Commissioners Court

FROM: Nina Payne

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

SOURCE OF FUNDS: County Judge - Division 10000100

ACTION REQUESTED OR ALTERNATIVES: Request approval.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Human Resources Department Procedure for Personnel Actions.

TO: Commissioners Court

DATE: 09/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

1. Department Requesting Agenda Item

Human Resources

2. Department Impacted by Agenda Item

All Elected Offices and County Departments.

3. Brief Explanation of Agenda Item and Budget Status

NOTES/EXCEPTIONS:

This item ensures personnel actions are handled efficiently, processes are streamlined, and actions align with the Commissioners Courts new meeting schedule.

4. Consequences for Failing to Approve Agenda Item

Failure to approve could delay employee start dates, pay changes, or job description updates.

5. Deadline for Item Approval

Prior to FY '26 to comply with the Court's new meeting schedule.

ATTACHMENTS:

File Name	Description	Type
HR_Procedures_-_Agenda_Items_9.16.25.pdf	HR Procedures for Agenda Items	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Human Resources Department Procedure for Personnel Actions.

TO: Commissioners Court

DATE: 09/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department Requesting Agenda Item

Human Resources

2. Department Impacted by Agenda Item

All Elected Offices and County Departments.

3. Brief Explanation of Agenda Item and Budget Status

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ATTACHMENTS:

File Name	Description	Type
HR_Procedures_-_Agenda_Items_9.16.25.pdf	HR Procedures for Agenda Items	Backup Material

APPROVED:

9/30/25

KYLE KACAL
ACTING County Judge

Date

Brazos County Human Resources Procedures for Personnel Actions
Effective FY 2026

1. Purpose

These procedures establish a consistent process for handling personnel actions across Brazos County departments, ensuring timely administration of new hires, separations, and changes to positions or compensation. They balance the need for efficiency in daily operations with the Commissioners Court's oversight role in matters affecting the County pay plan, staffing structure, and job descriptions

2. Applicability

Department Heads are required to follow these procedures. Elected officials are strongly encouraged to follow the same procedures for consistency, although they are not required to do so.

3. Personnel Actions Approved/Processed by Human Resources

The following personnel actions will be approved and processed by Human Resources directly:

- New Hires – placement into previously authorized/budgeted positions, at or below the budgeted pay rate amount.
- Separations – voluntary or involuntary terminations of employment.

An acknowledgement of these actions will still be put on the Court's agenda to ensure transparency.

Additional New Hire Requirements:

- Start Dates: New hires shall begin employment on the Monday at the start of a pay period, if a holiday falls on the first Monday of a pay period, hire date will default to the next business day (Elected Officials are strongly encouraged to follow the same procedures for consistency, although they are not required to do so.)
- Orientation: New hire orientation will be held on the first Monday of each pay period. Attendance is required for all new employees. Dates are subject to change, if this occurs affected Departments will be notified in advance.
- Benefits Elections: New employees have two weeks from their hire date to complete benefits elections.
- Form I-9 Compliance (Federal Requirement):
    - Section 1 of Form I-9 must be completed no later than the first day of employment.

- The employee must report to HR to complete their I-9 no later than the third day of employment (this will be completed during orientation).
- Failure to complete the I-9 within this timeframe will require termination of employment, in accordance with federal law.

4. Personnel Actions Requiring Court Approval

All Personnel Action Forms (PAFs) submitted by Department Heads, as well as all job descriptions for both Elected Officials and Department Heads, must be presented to and approved by Commissioners Court before they can take effect. This includes pay changes, position changes, new or revised job descriptions, and any other personnel changes not specifically exempted in Section 3.

For Department Heads, approved PAFs will not take effect until the first day of the next pay period following Commissioners Court approval.

For Elected Officials, PAFs will also be submitted through Commissioners Court. While it is recommended for consistency that these actions take effect on the first day of the next pay period, although they are not required to do so; however, changes may take effect no earlier than the current pay period in which Court approval occurs, as retroactive pay is not permitted.

For new fiscal year personnel budget actions that are required to be effective on October 1st, Human Resources will identify and coordinate these changes to ensure they take effect accordingly.

5. Submission Deadlines (PAFs)

- All Personnel Action Forms (PAFs) and job descriptions must be submitted to HR by Monday at 12:00pm the week prior to the scheduled Commissioners Court meeting (subject to change). Submission deadlines may be adjusted when a County holiday falls on or near the deadline. HR will publish revised deadlines in advance.
- PAFs submitted after the deadline will be placed on the agenda for the next available Court meeting and the effective date will be adjusted accordingly.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval requested from the Purchasing Department for signatory authority per the Texas Local Government Code 262.001 and 262.011 for the following:

- a. Contracts under $100,000 including informal quotes, service contracts and change orders/ amendments
- b. Assignments and extensions for contracts equal to or above $100,000
- c. Credit applications
- d. Authorizations for use of contingency for all contracts
- e. Budgeted purchases in any amount on a state or cooperative contract

TO: Commissioners Court

FROM: Wm. Charles Wendt

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

This request is a restatement of the Purchasing policy, previously approved by Commissioners' Court on 8/18/25, as well as a clarification to facilitate efficiency of processes. Purchasing would have the ability to approve and sign the following:

a. Contracts under $100,000 including informal quotes, service contracts and change orders/ amendments
b. Assignments and extensions for contracts equal to or above $100,000
c. Credit applications
d. Authorizations for use of contingency for all contracts
e. Budgeted purchases in any amount on a state or cooperative contract

The Court will maintain responsibility for contracts, amendments, and change orders with a value of $100,000 or more per the Local Government Code 262.023. Purchasing reserves the right to send any contract to Commissioners' Court in lieu of approval by Purchasing.

Several routine procedures including assignment (vendor name change) and extensions or renewals of contracts, would reduce the number of agenda items if Court approval is not required, and would greatly reduce the agenda item entry, processing and lag time required.

The current process for approval of authorizations for use of contingency and credit applications requires the County Judge approval. Given that these are ministerial in nature, require valuable, limited time of the County Judge, and would facilitate communications and coordination with Purchasing, we would like the Court's permission to approve these documents in the future. This would expedite the processing of these often time critical steps.

ATTACHMENTS:

File Name	Description	Type

Purchasing_Policy_-_2022_Amendment_#3.pdf Purchasing Policy Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval requested from the Purchasing Department for signatory authority per the Texas Local Government Code 262.001 and 262.011 for the following:

- a. Contracts under $100,000 including informal quotes, service contracts and change orders/ amendments
- b. Assignments and extensions for contracts equal to or above $100,000
- c. Credit applications
- d. Authorizations for use of contingency for all contracts
- e. Budgeted purchases in any amount on a state or cooperative contract

APPROVED

9/30/25

KYLE KACAL Date

ACTING County Judge

TO: Commissioners Court

FROM: Wm. Charles Wendt

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

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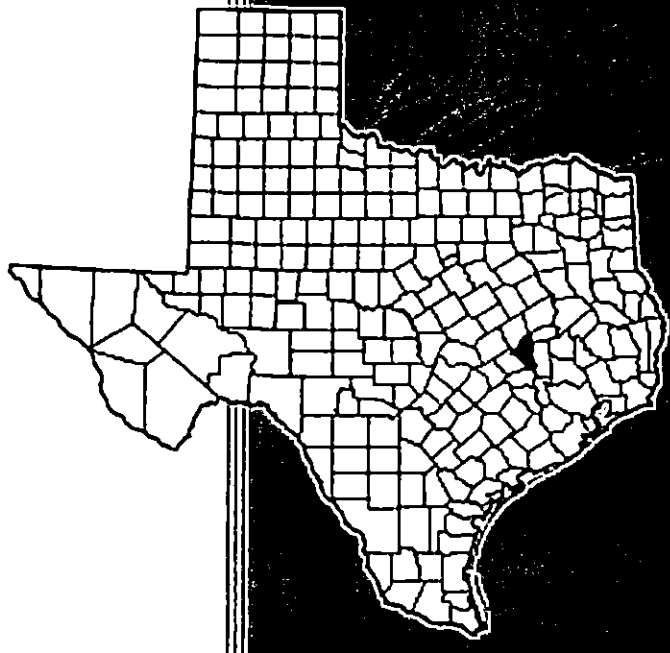
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ATTACHMENTS:

File Name	Description	Type
Purchasing_Policy_-_2022_Amendment_#3.pdf	Purchasing Policy	Backup Material

Brazos County Purchasing Policy



Originally Adopted: March 5, 1996

Brazos County Purchasing Office

The Brazos County Purchasing Policy was originally Adopted on March 5, 1996 and was effective on April 1, 1996. It was revised the following dates, before the 2022 policy went into effect on August 16, 2022:

- March 27, 1996
- April 16, 1996
- May 26, 1998
- July 16, 1999
- April 8, 2003
- May 9, 2014
- September 14, 2022
- December 6, 2022
- September 1, 2025

Contents

1. Brazos County Resolution 5
2. Forward 6
3. Statement of Purchasing Policy 7
4. Brazos County Purchasing Procedures 8
   - 4.1. Glossary of Terms 8
   - 4.2. Ethical Standards and Relationships 12
     - 4.2.1. Ethical Standards 12
     - 4.2.2. Relationships 13
   - 4.3. Responsibilities 14
     - 4.3.1. Purchasing Department 14
     - 4.3.2. Department/Requisitioner 14
   - 4.4. Purchasing Categories 15
     - 4.4.1. Category 1 – Purchase Less Than $2,500.00 15
     - 4.4.2. Category 2 – Purchases $2,500.00 or More but Less Than $50,000.00 15
     - 4.4.3. Category 3 – Purchases More Than $50,000.00 16
     - 4.4.4. Category 4 – State or Cooperative Contract Purchases 16
   - 4.5. The Requisition Process 17
     - 4.5.1. General Information 17
     - 4.5.2. Requisition 18
     - 4.5.3. Damage or Loss of County Property 18
   - 4.6. The Purchase Order Process 22
     - 4.6.1. General Information 22
     - 4.6.2. Standard Purchase Order 22
     - 4.6.3. Blanket Purchase Order 22
     - 4.6.4. Emergency Purchase Order 23
     - 4.6.5. Change Orders 23
     - 4.6.6. Payment Authorization 23
   - 4.7. The Competitive Bidding Process 25
     - 4.7.1. Competitive Bidding 25
     - 4.7.2. Request for Proposal (RFP) 26
     - 4.7.3. Electronic Bids 28

4.7.4. Reverse Auction Types 29
4.7.5. Cooperative Purchasing Program 29
4.7.6. Professional Services 29
4.7.7. Local Preference 31
4.7.8. Special Project Contracts (CIP or Capital Projects) 32
4.7.9. Bid Protests 32
4.8. Credit Card Policy 38
4.8.1. Statutory Basis 38
4.8.2. General Policy 38
4.8.3. Requesting a County Credit Card 39
4.8.4. Use of County All Purpose Credit Cards 39
4.8.5. Wal-Mart Credit Cards 39
4.8.6. Credit Applications 40
4.9. Code of Ethics 41
4.10. Exemptions from the Competitive Bid Process 47
4.10.1. Exemptions 47
4.10.2. Exemption Procedure 48
4.11. Additional Forms Required for Contracts 49
4.11.1. House Bill 1295 49
4.11.2. Legislation Certification 50
4.11.3. Tax Verification 50
4.12. Inspecting, Testing, and Receiving 52
4.12.1. Inspecting 52
4.12.2. Incomplete/Partial Orders 52
4.13. Invoices 53
4.14. Property Salvage and Disposal 54
4.14.1. Salvage 54
4.15. Fixed Assets and Annual Inventory 55
4.15.1. Fixed Assets 55
4.15.2. Annual Inventory 55
4.16. Grants/Special Fund Requirements 56
4.16.1. Preamble 56

4.16.2. Solicitations 56
4.16.3. Methods for Procurement 58
4.16.4. Contracts 62
4.16.5. Documentation 66
4.16.6. Locally Owned, Minority Owned, Female Owned, and Small Businesses 67
4.16.7. Grant Code of Conduct 67
4.16.8. Additional Provisions 68
4.16.9. Juvenile Food Purchases 68

1. Brazos County Resolution

Amending of Brazos County Purchasing Policy

WHEREAS, the following policy, having been discussed and reviewed by Commissioners Court; and,

WHEREAS, the following policy supersedes and replaces any and all previous policies, either written or unwritten; and,

WHEREAS, all department heads and elected officials are to ensure that all of their employees are aware of the attached policy and for their compliance with same; and,

THEREFORE, it is ordered, adjudged, and decreed that the following policy for Purchasing is adopted by Brazos County, effective the 1st day of September 2025, to remain in effect until further orders are issued by this Court.

IN TESTIMONY WHEREOF, witness our hands this 26th day of August 2025.

Kyle Kacal	_____	Acting Brazos County Judge
Bentley Nettles	_____	Commissioner Pct. 1
Chuck Konderla	_____	Commissioner Pct. 2
Fred Brown	_____	Commissioner Pct. 3
Wanda Watson	_____	Commissioner Pct. 4
Karen McQueen	_____	County Clerk

2. Forward

Public purchasing is the process of acquiring goods and services that are necessary to provide the public with the services they require.

The goals of public purchasing include the following:

- Purchase quality goods and services
- Obtain the best possible price for goods and services
- Delivery of goods and services when and where needed
- Assure a continuing supply of needed goods and services
- Guard against misappropriation of any assets procured

Most importantly, public purchasing must ensure:

- That responsible bidders are given a fair opportunity to compete for the County's business. This is done partially by the statutory requirements for competitive bids and proposals, and partially by the County's own purchasing procedures.
- That public funds are safeguarded. Although the purchasing department does not usually designate the types of purchases to be made, it should be that the best value is received for the public dollar.
- That public spending is not used to enrich elected officials or government employees, or to confer favors on favored constituents

This policy has been adopted by the Commissioners Court of Brazos County for use by all elected officials and employees. It is intended to assist them in reaching these goals while complying with all applicable laws and local policies. This manual cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the *final* authority for county purchasing procedures is the law itself.

This manual will outline the methods of procurement and the duties and responsibilities of the Purchasing Agent and Departments as adopted by the Brazos County Commissioners Court on 16th day of August 2022.

3. Statement of Purchasing Policy

It is the policy of Brazos County that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Brazos County. Brazos County encourages free and unrestricted competition on all bid requests and purchases ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the County, with bids or quotations solicited whenever practical.

The responsibility of purchasing ultimately rests with the Commissioners Court. The Purchasing Agent, as an agent of the Commissioners Court, aids in the purchasing process but is subject to the Court's direction as to reasonable specifications and maximum prices on items to be purchased. The Brazos County Commissioners Court has established a Purchasing Department to assist each elected official, department head, and their staff to procure necessary goods and services at the best possible price within all Federal, State, and County purchasing law.

The Federal Common Rules of Procurement, OMB Circular A-133 and 2 CFR §200 will be referred to and upheld with all purchases utilizing Federal funds, particularly in grants and pass through funds.

The Texas State Legislature has passed and made a part of the Local Government Code, Section §262, more commonly known as the County Purchasing Act. It shall be the policy of Brazos County to fully comply in all aspects with the rules, regulations, and procedures, as they appear and are amended from time to time, in that act. Brazos County will further comply with Section §113.901 of the Local Government Code as it pertains to the requirements for approval of accounts and requisitions.

Furthermore, it is the intention of the Brazos County Commissioners Court that all individuals within each department directly or indirectly involved in the purchasing function shall follow the purchasing policies and procedures approved and adopted by the Commissioners Court as outlined in this manual effective and in force August 16, 2022 and as amended from time to time.

4. Brazos County Purchasing Procedures

4.1. Glossary of Terms

Asset – An item that is tracked with a unique number, due to its acquisition price, life expectancy or funding source, and for which a department or individual is responsible.

Bid Advertisement – A public notice advertised in a newspaper of general circulation containing information about an Invitation To Bid, a Request for Proposal, Informal Quote, or Request for Qualifications.

Bid Bond – A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal. The requirement of a bid bond may be satisfied by a bond issued by a surety that is acceptable to Brazos County and authorized to do business in the State of Texas, a cashier's check, or certified check.

Buyer – Any employee of the Purchasing Department functioning under the direction of the Commissioners Court.

Capital Items – A capital item is generally an item that has a unit cost in excess of $5,000.00 and has a life expectancy of greater than three (3) years.

Change Order – The act of amending a contract, including a purchase order, typically in the form of quantity, price, time, or internal accounting.

Commodity Code – A specific group of materials categorized into distinct classes that have been assigned a numerical reference number within the accounting and reporting system.

Competitive Bidding – The process wherein vendors openly compete through a formal process, for the County's business.

Component Purchases – Purchases of the component parts of an item that in normal purchasing practices would be purchased in a single purchase.

Contract – A formal, written agreement, executed by the County and a vendor containing the essential terms and conditions under which goods or services are to be furnished to the County. A contract becomes a commitment of the County's funds when properly approved, signed, and dated by an authorized County representative.

Cooperative Contract – A contract that has been competitively bid and awarded by another government agency and is available for use by Brazos County having met the statutory requirements (Texas Local Government Code §271) by the bidding agency. These contracts require approval of the Purchasing Department prior to their utilization.

Customers – Is a term that encompasses all the operating departments within the County.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code Section §262.024(a)(1).

Encumbrance – The process wherein the County's financial system reserves budgetary funds for the purchase of supplies, goods, and services. This typically happens at the point in which a requisition is converted into a purchase order.

Expedite – The procedure to do what is necessary to speed up the process of delivery of goods or services to the department, either through the requisition process or through vendor assistance.

F.O.B. Destination Point – Is a designation that indicates that transportation charges are paid by the vendor, and the vendor is responsible for the merchandise until it reaches the County's designated delivery point. This is the preferred method.

F.O.B. Shipping Point – Is a designation that indicates that shipping charges are added to the invoice and paid for by the County. The County takes possession of the goods at the point of shipment and is responsible for them from that point.

Fund Approval – The process wherein the County Auditor verifies that money is available at the specific budgetary fund level to encumber the expenditure within the approved budget, as well as available to make the payment for the goods and services when delivered.

Goods – A generic term that includes all types of property to be purchased by the County; equipment, supplies, materials, components, and repair parts.

Informal Quote (IQ) – Is an informal written document that requests from bidders, a firm price and delivery details for specified items or services listed on the purchase requisition. An informal quote is one procurement method available for use when the anticipated level of expenditure is less than $50,000.00. It may be used at anytime the Purchasing Agent and the Commissioners Court feels it is justified.

Invitation to Bid – Is a formal written document that requests from bidders a firm price and delivery details for specified items or services listed on a purchase requisition. An invitation to bid is one procurement method available for use when the anticipated level of expenditure will be greater than $50,000.00. It may be used at anytime the Purchasing Agent and the Commissioners Court feels it is justified.

Item – Means any service, equipment, good, or other tangible or intangible personal property, including insurance, and high technology. Does not include professional services as describe in Government Code section §2254.002.

Lease – Is a specific contract for the use of real estate or personal property for a specified period of time, with a specified fee, or other compensation to be paid.

Lowest Responsible Bid – Is the lowest bid or offer received by the County by the vendor who has the capability in all respects to perform fully the contract requirements, and the integrity, and reliability which will assure good faith performance. Previous vendor performance is one measure of responsibility. The submitted bid meets all the specifications, requirements, terms, and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the County, using a total cost concept. The term is also used to refer to experience or safety record of the vendor with the County.

Payment Authorization – Are authorizations for the payment of expenditures identified by the purchasing policy as not requiring a "purchase order".

Payment Bond – A bond that is required for a public work contract in excess of $25,000.00 for the protection of those who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor, or material.

Purchase – An act that includes the acquisition of goods or services, to include the act of leasing personal or real property.

Professional Service – Services provided to the County including accounting, architecture, landscape architect, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing as described in Government Code section §2254.002.

Purchasing – The act, function, and responsibility for the acquisition of goods and services including construction and professional services.

Purchasing Department – A department created to be responsible for assisting all departments with the acquisition of goods and services to support their departmental mission. A department created by and responsible to the Commissioners Court of Brazos County. The Purchasing Department has the express responsibility for ensuring that County departments are in compliance with the policies and procedures set out in this manual and state/federal statutes.

Purchase Order – A formal, binding, legal agreement issued by the County's Purchasing Department. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A purchase order grants the vendor the authority to deliver an invoice for goods and services. It is the County's commitment to accept the goods and services and pay for them at the agreed price.

Request for Proposal (RFP) – A formal written document requesting the potential vendors make an offer for services to the County. The offer allows for negotiations after the proposals have been received, but before a contract is awarded. This process is normally used for the acquisition of insurance coverage, and for high technology items or other items when determined by the Purchasing Department and approved by Commissioners Court.

Request for Qualification (RFQ) – A formal written document requesting the potential vendors to provide their qualifications to the County. The offer allows for negotiation with the most qualified vendor before a contract is awarded. This process is normally usedfor the acquisition of professional services or other items when determined by the Purchasing Department and approved by Commissioners Court.

Required Delivery Date – A specific date for delivery requested by the ordering department and which has been placed on the purchase order by the Purchasing Department and transmitted to the vendor.

Requisition – The source document for all purchasing activity. This form communicates a department's needs to the Purchasing Department and authorizes the Purchasing Department to

enter into a contractual relationship for delivery of the goods and/or services. The requisition is for communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

Separate Purchases – Means purchases, made separately, of items that in normal purchasing practices would be purchased in on purchase.

Sequential Purchases – Means purchases, made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

Services – Is a generic term to include all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

Specifications – This statement contains a detailed description of the terms of the contract, as well as an enumeration of particulars, required details, and other restrictions for goods and/or services. The enumeration of the specifications should be descriptive, but not restrictive.

State Contract Item – An item available through the State of Texas Procurement and Support Services Cooperative Purchasing Program. The State has publicly advertised and received qualified bids for specific Items. Brazos County has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.

Surplus Property – Item no longer needed by a department, regardless of its value or condition.

Vendor – Is a generic term applied to individuals and companies alike who provide goods and services to Brazos County.

4.2.Ethical Standards and Relationships

4.2.1. Ethical Standards

Public employees should conduct themselves in such a manner as to foster public confidence in the integrity of Brazos County's Purchasing Policy process. To achieve this purpose, it is essential that persons or companies doing business with Brazos County observe the ethical standards prescribed:

a. It shall be a breach of ethics to attempt to realize personal gain through public employment with Brazos County by any conduct inconsistent with the proper discharge of the employee's duties.
b. It shall be a breach of ethics to attempt to influence any public employee of Brazos County to breach the standards of ethical conduct set forth in this code.
c. It shall be a breach of ethics for any employee of Brazos County to participate directly or indirectly in a procurement when the employee knows that:
    i. the employee or any member of the employee's immediate family has a financial interest pertaining to the purchase, or;
    ii. a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest in the purchase, or;
    iii. any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
d. It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of Brazos County, or for any employee or former employee of Brazos County to solicit, demand, accept, or agree to accept from another person, or gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations, preparation of any part of a program requirement, or purchase request; influencing the content of any other advisory capacity in any proceeding or application, request for ruling, determination, claim, controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitations or proposal therefore pending before this County.
e. It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Brazos County, any person associated therewith, an inducement for the award of a subcontract or order.
f. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
g. It shall be a breach of ethics for any employee or former employee of Brazos County knowingly to use confidential information for actual or anticipated personal gain, or the actual or anticipated gain of any person.

NOTE: *These common standards of ethics have been reproduced from Model Procurement Code for State and Local Governments developed by Texas State Comptroller's Office.*

4.2.2. Relationships

The buyer-seller relationship is one of mutual confidence and satisfaction between the County and the Supplier. It is the Purchasing Department's responsibility to assist departments in finding qualified bidders for all commodities needed.

To avoid the appearance of conflict of interest, all County personnel should not accept favors, gifts, meals, or entertainment offered by any Supplier to the County or any employee.

4.3.Responsibilities

4.3.1. Purchasing Department

1. Assist in the selection of responsible vendors.
2. Assist in obtaining pricing information.
3. Determine that the purchase price is reasonable and that requirements for competition and performance have been met.
4. Assist the individual departments to develop quality and quantity specifications for goods and services to be purchased along with required delivery schedules.
5. Encourage competition between vendors through negotiations, competitive bidding, and quantity buying.
6. Utilize annual supply agreements and service contracts whenever possible in order to maximize the advantages and economies of quantity buying.
7. Continuously monitor requisitions by all departments to facilitate consolidation of purchases where possible.
8. Ensure that the County has the ability to take advantage of quantity and pricing discounts whenever they are available.
9. Explore the use of cooperative purchasing programs which the State of Texas and other local governmental units.
10. Control the cost of purchasing for the County.

4.3.2. Department/Requisitioner

1. Allow sufficient time for the Purchasing Department to issue a purchase order and the vendor to make delivery.
2. Assist the Purchasing Department with specifications that require unique circumstances or a technical background.
3. When requested, supply the Purchasing Agent a list of anticipated requirements in advance.
4. Inform the Purchasing Department of any abnormal demands.
5. Under any circumstances, not to obligate Brazos County without a purchase order, except for an emergency purchase, as outlines in this policy.
6. Avoid illegal purchases including component, separate or sequential purchases.
7. Requisition items with a complete, clear, concise description of the item(s) or service(s) requested.
8. Transmit purchase orders and other necessary documents to the vendors in a prompt manner and communicate effectively to assure a successful purchase.
9. Plan ahead! Planning ahead allows for better products and services.

4.4.Purchasing Categories

The County has established various levels of purchasing categories that have been outlines below. The purchase of all goods and services described in this policy fall within one of the established categories. These categories are necessary in order to evaluate whether or not competitive bidding requirements apply to the purchase. If it is determined that competitive bidding requirements do not apply, then the purchase category will indicate what pricing information must be obtained from vendors before a purchase order can be placed.

When evaluating which category, a purchase will fall into, it is important to bear in mind certain requirements established by County Policy and State Law. The Texas Local Government Code §262.023 requires competitive bidding or proposals for all County purchases equal to $50,000.00 or more. The laws also prohibit the County from making "separate, sequential, or component purchases to avoid the competitive bidding requirements". A violation is a Class B or Class C misdemeanor. (LGC Section §262.034(a) and (c)). In addition, when federal or state money is used to fund a project, the limits and requirements of 2 CFR 200 or the applicable state requirements shall apply.

By routing all purchases through the Purchasing Department, it becomes possible for purchases of similar goods and/or services to be identified and the purchase from the same vendor to be noted. In this manner it becomes possible to identify areas where competitive bidding or proposals will be required.

THE PURCHASING AGENT RESERVES THE RIGHT TO DEVIATE FROM THE POLICY FOR ANY PURCHAES UNDER THE $50,000.00 COMPETITIVE BIDDING THRESHOLD, if it is in the best interest of the County, if it will facilitate specific County operations. If a deviation from the policy is required, the Purchasing Agent must authorize the deviation. The Purchasing Agent may request a written explanation as to why a deviation is requested, from the using department.

4.4.1. Category 1 – Purchase Less Than $5,000.00

The individual department head may exercise discretionary purchasing and acquisition of such purchases as authorized within the scope of this manual and within the authority provided within the current fiscal year budget. These purchases will be accomplished through the use of automated requisitions created and issued directly by the department and approved by the Department Head or their duly authorized representative and the Purchasing Department (County Local Government Code, Section §262.011(d). Competitive quotations are encouraged, but not required. All such purchases require a purchase order issued by the Purchasing Department.

4.4.2. Category 2 – Purchases $5,000.00 or More but Less Than $100,000.00

A minimum of three written quotations are required for purchases of good and services with a total cost of $5,000.00 or more, but less than $100,000.00. The ordering department may solicit the quotations or request the Purchasing Department's assistance. When the department requests the assistance of the Purchasing Department, the department must provide specifications or contract

requirements. The department is responsible for initiating the requisition. The Purchasing Department reserves the right to secure specifications and solicit vendor responses through direct contact, Solicitation of Quotes, or informal quotes. All such purchases require a purchase order issued by the Purchasing Department. For all contracts under $100,000.00 for the purchase of supplies, materials, and equipment required or used and for all repairs to property used, the Purchasing Agent is authorized to approve and sign contracts.

4.4.3. Category 3 – Purchases More Than $100,000.00

Sealed competitive bids or proposals must be secured by the Purchasing Department for all transactions reasonably anticipated to be in the excess of $100,000.00. This category not only includes single product or service purchases, but several purchases with the same vendor for different products (See section on Competitive Bid Process). All purchases in this category require a purchase order issued by the purchasing department.

4.4.4. Category 4 – State or Cooperative Contract Purchases

The Purchasing Agent may execute all contracts for state or cooperative contract purchases that are procured in compliance with this chapter, including purchases in excess of $100,000.00, if funding for the purchase was previously approved by the Commissioners Court.

4.5.The Requisition Process

4.5.1. General Information

1. Local Government Code, Section §113.901 requires the use of requisitions.
2. Any commitment to acquire goods or services without an authorized purchase order is prohibited except as allowed in this policy for emergency situations and/or in times when downtime of equipment or idleness of that equipment would result in unnecessary hardship or expense to the County (see Emergency/Expedited Purchase Orders).
3. The following examples illustrate purchasing procedures that have as their intent, the avoidance of competitive bidding requirements. They are in violation of state statues (Local Government Codes, Section §262.023)
   a. Component Purchases – purchasing a series of components that normally would have been purchased as a whole
   b. Separate Purchases – purchasing an item in a series of separate purchases that normally would have been purchased in one
   c. Sequential Purchases – purchases made over a period of time that in normal purchasing practices would be made as one purchase
4. The requisition must be prepared far enough in advance of the Required Delivery Date (RDD) to enable the Purchasing Department to perform its duties, and to allow for delivery by vendor.
5. The department head, or duly authorized person within the department, initiates, prepares, and approves the requisition. **THE DEPARTMENT HEAD IS ULTIMATELY RESPONSIBLE FOR VERIFYING THAT SUFFICENT FUNDS ARE AVAILABLE TO COVER THE PURCHASE AND MAY BE PERSONALLY LIABLE FOR THE PAYMENT IF FUNDS ARE NOT AVAILABLE TO COVER THE PURCHASE.**
6. In order to ensure a timely purchase, a requisition must be completed totally and contain all required data, thereby allowing proper processing. (See Section on Requisitions for required content.)
7. The requisition should be completed prior to any purchase. Purchases made prior to requisition approval and issuance of a purchase order incur the risk of being rejected or not approved if they do not comply with this policy. This can result in any purchase being returned or personal liability for any expense not in conformance with this Purchasing Policy.
8. The Purchasing Department is available to assist end-user departments with vendor selection. Purchasing can refer users to vendors whose products or services have been satisfactorily utilized by other County offices.
9. If a trade-in is involved, requisitions must show the equipment number of the equipment to be traded in and the trade-in value. Items that lack an assigned equipment number should be identified on the requisition by the complete serial number, make, model, and any other pertinent descriptive information. Prior approval of the Purchasing Department is required. An asset disposition/transfer sheet shall also be completed, signed, and submitted to Purchasing.
10. Requisitions will not be approved by the Purchasing Department when it is noted that sufficient funds are not available.
11. It is recommended that each department maintain an internal control of its requisitions.

12. New Vendor Data Form. This form allows departments to begin purchases with companies or individuals with whom Brazos County has never done business. This process facilitates the setup of the vendor in the financial system. This form should be completed by the requesting department **BEFORE** the purchase of any product or service from such a company or individual. Completed forms are to be returned to the Treasurer's Office with an accompanying completed W-9. The W-9 and New Vendor Data Form are both available via the BC Web under the Treasurer's Department.
13. The Information Technology Department (IT) will review all purchase requests made by departments for all applicable IT purchases. The procedure to ensure compatibility and standardization is as follows:
    a. The Department will contact IT with a request for software and/or hardware.
    b. The IT Department will assist with these purchases, including assistance with quotes and technical aspects of the project, suggested wording for the requisition and account coding.
    c. All applicable purchased equipment and goods are to be received at the IT Department and the IT Department will distribute to the requesting department.

4.5.2. Requisition

1. Assuming the funds are available, the automated requisition is prepared using the County's financial software system. The requisition should be completed, utilizing as many of the electronic fields as possible, including but not limited to: vendor name, detailed description, quality, price, and requested delivery date.
2. With the automated requisition process, the Department will be able to approve the requisition electronically and the requisition will automatically be forwarded to the next approver.
3. Upon receipt of the requisition, the Purchasing Department will determine if all requirements have been met including quotes, if necessary, appropriate nature of the purchase and accuracy of the account codes. If all aspects are in order, Purchasing will approve the requisition and covert to a purchase order. It is the intention of the Purchasing Department to process all requests within a reasonable amount of time. If a request cannot be processed within a reasonable time, the department will be notified. If a requisition needs to be expedited, the department should call purchasing to notify them of this request.
4. Discrepancies in what is required and what is included in the requisition, accounts, etc. will be noted and the requisition will be rejected. The department will be responsible for correcting any issues and resubmitting.

4.5.3. Damage or Loss of County Property

1. When departments sustain loss or damage to County equipment or buildings, the funding for replacement or repair is coordinated through the Risk Management Department. The procedure is as follows:
    a. All damages to County property shall be reported to Risk Management. Report shall be made as soon as possible, but no later than 24 hours after occurrence. Motor Vehicle accidents that happen outside of normal business hours shall be reported immediately by contacting the Risk Manager.
    b. Claims Processing:

i. The Department will ensure that Risk Management is provided with a written summary of circumstances surrounding the accident with photos, if possible.
ii. Risk Management will obtain an accident report from the investigating agency.
iii. Depending on the extent of the damage, Risk Management will either obtain an adjuster through the responsible insurance company or coordinate with Fleet Services and the department to obtain an estimate of repair.
    (1) If an adjuster is not required, the vehicle is safely drivable, and county is obtaining a repair shop estimate, three (3) quotes will be required for any damages of $2,500.00 or more.
    (2) If not safely drivable and repairs are estimated to be in excess of $2,500.00, the Fleet Department and Risk Management will determine the best course of action and confirm with Purchasing.
    (3) Risk Management will review the three (3) estimates, then confirm with Fleet, the repair facility, with the lowest bid.
iv. Risk Management will complete a requisition to the Purchasing Department for repairs and include the estimate(s) as attachments to the requisition. Requisition will include a claim number if applicable.
v. Purchasing will issue a Purchase Order to Risk Management.
vi. SUPPLEMENT: Upon repairing the vehicle, if the repair facility finds more damage caused by the incident, they will submit a Supplement to the Fleet Department. Fleet will review and forward to Risk Management for approval. Once approved, Risk Management will request a Change Order to the appropriate purchase order with supplement estimate attached.
vii. Fleet will approve all work upon completion of repairs of the vehicle, and then submit the invoice for repairs to Risk Management for payment.
viii. Risk Management will request payment for the repairs against the appropriate purchase order designated for the damage.
ix. Risk Management will be responsible in seeking reimbursement for damages from either the responsible party (at fault), or responsible insurance agency. All reimbursement checks are to be received by Risk Management and then transferred to the County Treasurer for deposit. Risk Management will follow Auditors Office guidelines for depositing revenue of reimbursements.

c. TOTAL LOSS

Replacement of a total loss vehicle will be at the discretion of Commissioners Court.

A Vehicle is considered a total loss in Texas **when the cost of repairs plus the salvage value is at least 100% of the vehicle's actual cash value.** Actual cash value refers to how much the vehicle was worth immediately before the damage, while the salvage value is the vehicle's worth in its damaged state.

Once this is determined by the adjuster, they will forward a settlement amount for the ACTUAL CASH VALUE (ACV) to Risk Management and Fleet. If the County would like to retain the salvage, the settlement amount will be ACV less the average salvage value.

d. COUNTY RETAINS SALVAGE:

In rare occasions the County may decide to retain a vehicle that has been deemed a total loss by an insurance company. This determination will be made jointly by Fleet and Risk Management. Risk Management will contact Purchasing and forward information regarding the total loss and the salvage retention.

e. INSURANCE / 3RD PARTY PICK UP OF SALVAGE VEHICLES:

Risk Management will notify Purchasing that the vehicle is a total loss. Risk Management will send Purchasing all required information for the title to be completed and signed. The Purchasing Department will send the signed title, and a bill of sale, to Risk Management for release to the insurance company retaining the salvage.

i. Building or other Property Damage:
   (1) All damages and incidents shall be reported to the department head or elected official and Risk Management immediately.
   (2) Submit a written statement with photos of damages to Risk Management within 24 hours form the time of the incident/damage.
   (3) Departments are responsible for notifying the Risk Management immediately if emergency repairs are necessary, to protect property or the safety of others as appropriate action should be taken immediately. In emergency situations, Risk Management will contact the Purchasing Agent for guidance with proceeding with emergency repairs. Risk Management will coordinate funds for emergency repairs through the Budget Office/Auditors Office and the Purchasing Department will enter all requisitions for emergency repairs. The Purchasing Department will coordinate payment of emergency repairs and send Risk Management all final documentation for insurance purposes.
   (4) Cost for Repairs:
      a) If damages exceed $2,500.00; three (3) quotes are required for repair and may require a contract depending on cost and repairs needed.
      b) If damages exceed more than $24,999.00, a contract will be required and the Purchasing Department will determine the best possible route for quotes (BID, informal quotes, RFP, cooperative contract, etc.). The Purchasing Department will also determine if bonds shall be required for the repairs. Risk Management will determine insurance requirements for the repairs being contracted.
   (5) For small repairs the affected department or Risk Management will enter the requisition with required information and submit the requisition for approval through the Purchasing Department.
   (6) For large repairs, determined by Risk Management, requisition/Purchase Order will be entered and paid by the Purchasing Department.
   (7) All reimbursements and/or settlement checks from the insurance company or responsible party for the damages will be sent to Risk Management. Risk Management will deposit the reimbursement check to the County Treasurer based on the County Auditor's office guidance.
   (8) Once repairs are complete, after inspection from the Risk Manager, County Project Manager, and/or Safety Coordinator, Risk Management will notify the insurance

company and request depreciation (if applicable) to be funding to the County, to secure full payment from the insurance for damages.

4.6.The Purchase Order Process

4.6.1. General Information

1. The purchase order is a contract between the County and a vendor. A purchase order authorizes the vendor to both invoice and ship the materials or supplies specified. It is also the vendor's indication to expect timely payment if goods and/or services are rendered as specified on the purchase order. All purchase orders will be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors.
2. Several types of purchase orders exist. The Standard Purchase Order, the Blanket Purchase Order, and the Emergency Purchase Order are all available to be used depending on the individual situation and/or purchase being made.

4.6.2. Standard Purchase Order

The standard purchase order is used for routine purchases. It is the intention of the Purchasing Department to process all requests within a reasonable amount of time. If a request cannot be processed within a reasonable time, the department will be notified. The standard Purchase Order is the most commonly used.

4.6.3. Blanket Purchase Order

1. The blanket purchase order (sometimes referred to as an open purchase order) serves as a cost cutting tool. It is used to reduce both processing and reaction time, effort, and paperwork. It is a contract with a specific vendor that allows frequent or small purchases by department without going through repetitive bidding procedures, (e.g., annual contracts, or other situations approved by Purchasing). Blanket purchase orders are not to be used to circumvent the competitive pricing system employed by the County. Its general purpose is to eliminate numerous requisitions and purchase orders for small or frequent dollar items or services, and to allow for consolidation of the payment process.
2. The blanket purchase order will be used at the discretion of the Purchasing Department, when it is determined that to do so is in the best interest of the County.
3. Blanket purchase orders require a requisition with any purchase and must contain the same information as a standard purchase order. A concise description of the items or type of items being purchased must be included in the description area of the requisition.
4. A department may only issue one blanket purchase order for a given commodity to a specific type of vendor at any given time, unless deemed necessary by the Purchasing Department.
5. All requests for blanket purchase orders are to follow normal requisition procedures. Once received in the Purchasing Department, the Purchasing Agent/Buyer will convert the requisition to a purchase order. All blanket purchase orders will be encumbered.
6. Upon the approval and issuance of a blanket purchase order, the requesting department assumes several responsibilities. These include maintaining a running total of the purchases and ensuring that no "overruns" occur. The County is not responsible for any overruns of blanket purchase orders. The responsibility for payment rests with the department head.

4.6.4. Emergency Purchase Order

1. The Emergency Purchase Order is intended to be used in (1) a case of public calamity, where the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the County; (2) a case where the item is necessary to preserve or protect the public health or safety of residents of the County; and/or, (3) a case where the purchase of an item is made necessary due to unforeseen damage to public property.
2. If an emergency arises during normal working hours, the affected department head, their authorized representative shall:
   a. Notify the Purchasing Department of the situation and possible cost, if known;
   b. Within the working day or not exceeding the next working day, the department will submit a requisition to Purchasing noting the reason for the emergency, and;
   c. A purchase order will be processed for the emergency by the Purchasing Department.
3. If an emergency should arise after regular working hours, the department head or their authorized representative may proceed with the emergency acquisition. As soon as practical the department should contact the Purchasing Department and enter a requisition for any expenses incurred. The time period for notification of the Purchasing Department should not exceed 48 hours.

4.6.5. Change Orders

1. Change orders are changes in scope, quantity, funding source, or price, to a purchase order or contract. Change orders shall not exceed 25% of the original purchase order or contract, except for unit price contracts bid by the Purchasing Department, Cooperative, or State contracts or exceptional situations previously approved by the Purchasing Department. The change order must not substantially deviate from the original intent or scope of the project.
2. The Purchasing Department shall be responsible for issuing all change orders. The Purchasing Department may approve change orders less than $50,000.00.
3. All change orders equal to $50,000.00 or more require the approval of Commissioners Court unless the purchase order is for goods or services purchases on a contract awarded by Commissioners Court. The Purchasing Agent reserves the right to require Commissioners Court approval on any change order in which they deem necessary.

4.6.6. Payment Authorization

Per Section §262.011(d) in the Local government Code, "the county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs". A payment authorization for a supply, material, equipment, or repairs to equipment, will be returned by the County Auditor's office to either get a purchase order, or to return the items. These payment authorizations cannot be placed on the agenda for approval as the County Auditor cannot approve or audit a claim that has not been incurred as provided by law. When it is necessary to seek approval of an appropriate expenditure of the County, this is accomplished as a payment authorization process. The Payment Authorization, with documents attached, is to be forwarded directly to the County Auditor's office for review and approval. Upon

review by the County Auditor for budgetary compliance, the Payment Authorization is forwarded to the County Judge's office for approval. They County Judge's approval will place the Payment Authorization request to the Claims Register, at which time the Commissioners Court will perform the final approval and authorization to pay.

1. Several categories of expenditures by the County that qualify for payment authorizations are as follows:
   a. Postage
   b. Bank fees and credit card usage
   c. Travel expenditures
   d. Towing charges
   e. Employee reimbursements
   f. Community Service request
   g. Indigent health care payments
   h. Payroll withholdings for third parties
   i. General Obligation Bonds requirements
   j. Replenishing Imprest Funds (Confidential Funds)
   k. Juvenile Service-Child placements, support costs
   l. Payments to court reporters for transcripts
   m. Conferences and Seminar Fess
   n. Utilities, including electricity, water, sewer, and trash (Citizen Collection site trash is not included and requires a purchase order)
2. Travel expenditures should be completed as determined by the County's Travel and Mileage Policies.
3. Anticipated travel expenditures (air fare, hotel bill, or vehicle rental) should be direct billed to the County when possible. When direct billing has been arranged, the department is required to issue a Purchase Order to the vendor. In some circumstances when a County credit card is used, a purchase order should be completed with the credit card vendor as the vendor. This will allow the County Auditor's office to expedite payment when the invoice is received.
4. Expenditures ordered by a Court within Brazos County, by formal court order, do no require a requisition or purchase order. A signed copy of the magistrate's order is required to be delivered to the County Auditor for inclusion on the claims register.
5. Should an expenditure arise that is not covered above, the department should contact the County Auditor or the Purchasing Department for advice on how to proceed.

4.7.The Competitive Bidding Process

Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000.00, the Commissioners Court of the County must:

- Comply with the competitive bidding or competitive proposal procedures prescribed by §262 of the Local Government Code;
- Use the reverse auction procedure, as defined by Section §2155.062(d), Government Code, or;
- Comply with a method described by Chapter §2269, Government Code.

The Purchasing Agent will determine the method of procurement, Invitation to Bid, Request for Proposals, Cooperative Contract Purchase, etc. and the Commissioners Court may change the method when considering the approval to advertise.

The Commissioners Court authorizes the Purchasing Agent to extend the opening date of a solicitation if an error is discovered or if it is in the best interest of Brazos County, or to preserve an equitable and fair bidding environment.

Respondents, vendors, their employees, and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Department, regarding any competitive bid from the issue date of the solicitation until scheduled oral presentations or date the Brazos County Commissioners Court meets to consider award of the bid (restricted contact period). Any such contact will be grounds for rejection of the respondent/vendor bid.

The following procedures will be adhered to when receiving bids:

- All bids will be received by the Purchasing Department.
- All bids will be receipted by recording the company name, method of transmittal, date/time received, according to the purchasing atomic clock (official time clock). This will be recorded on the bid roster sheet.
- No bids will be received after the opening time on the date of the bid opening.
- All bids will remain sealed until the advertised opening date and time.
- On occasion, bids may be received that are not sealed, or may be inadvertently opened. If this situation occurs, another Purchasing Department staff will be called immediately to act as a witness that the details of the bid were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.

4.7.1. Competitive Bidding

1. All bidders will be provided with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.
2. All bids shall be received in a fair and confidential manner.
3. Purchasing will place a formal request before Commissioners Court, requesting approval to advertise for bids. The Court may change the solicitation type at this time, for example requesting an RFP instead of Bid, and the Purchasing Department will comply.
4. The requesting department shall be responsible for establishing specifications and providing a complete written set of the specifications to the Purchasing Department. Specifications may

be written on a technical or functional basis. The use of brand names in the specifications shall be used for comparison use only and is intended to be descriptive, not restrictive. When developing specifications, it will be the Purchasing Department's responsibility to ensure that a fair, competitive environment exists. The Purchasing Department will finalize the specifications to ensure they are proper for inserting in the bid package. The procedure is jointly undertaken in order to establish a quality level of goods or services being procured.

5. Once bid specifications are approved by the user department, the advertisement and bid process begins. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator of the bidding system. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal requirements of competitive bidding. In addition, the Purchasing Agent will develop standard terms and conditions that will be used for all of the County's formal bidding situations.
6. In addition to soliciting vendors through newspaper advertisements, it will be the Purchasing Agent and the user department's responsibility to identify possible vendors who would be interested in submitting a bid to the Brazos County. The Purchasing Agent will be required to use pre-bid conferences when it is anticipated that they will be useful in answering vendor's questions and to ensure that the same information is disseminated equally. It is of the utmost importance that those who intend to bid, understand the County's needs. The Purchasing Department will document all material changes to bidding conditions or specifications resulting from pre-bid conferences, vendor inquiries, and all other reasons. These material changes shall be issued in an addendum by the Purchasing Department by posting said addendum on the bidding website.
7. It shall be the Purchasing Department's responsibility to receive all bids and to document such receipt on the date and time as advertised. Bids will be publicly opened and read aloud to all attending the bid opening. It will be the Purchasing Department's responsibility to coordinate with the user department a time to evaluate the bids. The County will follow the practice of using a total cost bid analysis for evaluating the lowest responsible bid, unless the bid specifications dictate otherwise. Once an evaluation has been prepared, the Purchasing Department will place a recommendation on the agenda to the Commissioners Court for consideration and award.
8. The Commissioners Court is required to approve the specifications and the award of bids for all purchases and contractual arrangements for goods and/or services that are in excess of $50,000.00. Upon approval by the Commissioners Court, the Purchasing Department or user department is responsible for the preparation of a formal purchase order. A copy of this purchase order and the County's acceptance will then be transmitted to the successful vendor.

4.7.2. Request for Proposal (RFP)

1. If determined by the Purchasing Department and consent is granted by the Commissioners Court, a Request for Proposal (RFP) will be utilized as the procurement method for a contract.
2. All bidders will be provided with the opportunity to bid on the same item on equal terms and have bids judged according to the same standards as set forth in the specifications.
3. All bids shall be received and handled in a fair and confidential manner.

4. At the time and date of the opening of proposals, all proposals will be opened and only the names of the submitting vendors will be read aloud. Proposals will be kept confidential until a contract is awarded by Commissioners Court. Trade secrets and confidential information contained in the proposals and identified as such. May be kept secret after award pursuant to the Government Code, Chapter 552.
5. A process similar to the sealed bid procedure may be used for the procurement of goods and services that are highly specialized and technical in nature – The RFP. The RFP process may also be used to purchase other items when the Purchasing Department determines, with the consent of Commissioners Court, that it is in the best interest of the County to do so. (LGC §262.030)
6. The user department shall consult with the Purchasing Agent before specifications are written for the RFP. Once proposals specifications are provided and approved by the user department, the Purchasing Department will incorporate these into the solicitation documents.
7. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator for the bidding system. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal requirements of competitive proposals. In addition, the Purchasing Agent will develop standard terms and conditions, that will be used for all of the County's formal bidding situations.
8. An evaluation committee will be approved by the Commissioners Court for the evaluations of all proposals.
   1. The Purchasing Department will be responsible for the coordination of the committee's activities, meetings, interactions with the proposing vendors, and assuring that all vendors are treated fairly and equitably.
   2. Committee members will be given adequate time to review the vendor proposals prior to formal evaluations.
   3. Proposals shall be evaluated according to the criteria set forth in the solicitation documents.
   4. The evaluations can be completed utilizing any of the following methods as determined by the Purchasing Department:
      a. Group consensus evaluations
      b. Group evaluation with independent scores averaged
      c. Independent written evaluations, or
      d. Any other method deemed fair and equitable to all vendors
9. Negotiations may be held with firms reasonably susceptible of being selected for award. The Purchasing Department will be responsible for the coordination of all negotiations with vendors.
10. Important distinctions between a normal sealed bid and an RFP include:
    a. Normal bids stipulate the award of the contract to the "lowest and most responsible bidder". An RFP permits price and other factors to be considered, allowing a contract award to a vendor other than the one offering the lowest price. These evaluation factors will be discussed with the user department, finalized by the Purchasing Department, and included in the RFP.

b. Normal bids utilize detailed specifications about the nature of the good and/or services required by the County. An RFP may specify only the function to be served by the goods and/or services, leaving the vendors to determine how to best achieve the desired function.

c. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price, and other evaluation factors set forth in the request for proposals.

4.7.3. Electronic Bids

1. The Purchasing Agent, before receiving electronic bids or proposals, shall adopt procedures in conformance with §262.011(0) Local Government Code to ensure the identification, security, and confidentiality of electronic bids or proposals.
2. General Statement
   a. Electronic sealed bids or proposals shall be in accordance with Section §262.0235 of the Local Government Code requiring the identification, security, and confidentiality of electronic bids or proposals to remain effectively unopened until the proper time.
   b. Electronic reverse auctions shall be in accordance with Section §271.906 of the Local Government Code as defined in Section §2155.062(d) requiring a real-time bidding process taking place during a previously scheduled internet location with multiple suppliers, anonymous to each other, submitting bids to provide goods or services.
3. Procedures
   a. *Identification* – Invitations to Bid and RFPs will be advertised and issued in the current manner. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's Application Service Provider (ASP) at the appropriate electronic address listed.
   b. *Security* – At specified bid closing time, a *password-enabled* employee in the Purchasing Department will open, download, and print all bids and the bid tabulation summary assembled by the County's application service provider. The printing operation will occur in the controlled environment of the Purchasing Department. A bid submitted non-electronically within the bidding period will be considered as per the bid and/or proposal document terms and conditions. All bids submitted electronically will use the Advanced Encryption Standard (AES), a Federal Information Processing Standard (FIPS) that specifies a cryptographic algorithm for use by the U.S. Government organizations to protect sensitive (unclassified) information.
   c. *Confidentiality* – Bids will remain effectively unopened and confidential until the specified time and date. Purchasing staff will then read aloud all bid responses received by closing time and date to interested parties present at the bid opening. After tabulation of bids or proposals, staff will post bid tabulation electronically with a qualifying statement: "The tabulation listing of a bid should not be construed as a comment on its responsiveness or an indication that the County accepts such bid as responsive. After evaluation bids or proposals, the County will post tabulation and staff award recommendation of the contract on the County's Purchasing website and through its application service provider.".

4.7.4. Reverse Auction Types

1. *"Real-time" Bidding Process* – Reverse Auctions will be advertised and issued in the current manner as are Invitations to Bid and RFPs. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's application service provider at the appropriate electronic address listed. The real-time bidding process will usually last up to one (1) hour, or normally up to two (2) weeks, and take place during a previously scheduled period and internet location.
2. *Multiple Bidders* – Purchasing staff along with its selected applications service provider shall ensure that multiple, qualified bidders are available, interested, and notified electronically or otherwise of any current reverse bidding opportunity. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's application service provider at the appropriate electronic address listed.
3. *Anonymous Bidders* – The County's selected applications service provider shall ensure the anonymity of all responding bidders through the assignment of a "Bidder Number" to the Vendor (as opposed to their Vendor name) which will be reflected on the ASP's web-site during the reverse auction bidding process. The ASP website will reflect all active Vendors bidding by (1) the Vendor's assigned Bidder name and (2) their last entered bid price. After tabulation of bids, staff will post bid tabulation with the same qualifying statement as expressed above.

4.7.5. Cooperative Purchasing Program

Brazos County may participate in a cooperative purchasing program with another local government or a local cooperative organization in conformance to Section §271.102 Local Government Code.

1. A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:
   a. act under the direction of Commissioners Court in all matters relating to this program;
   b. payments to be made must be in compliance with the agreement between local government or a local cooperative organization;
   c. will be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, as provided in the cooperative agreement;
   d. will make certain that all goods purchased by the agreement will satisfy any state law requiring Brazos County to seek competitive bids for the purchase of the goods and/or services.

4.7.6. Professional Services

1. General
   a. These services are characterized by their reliance on mental or intellectual skills, often accompanied by formal certification or licensing by a state or other regulatory agency. Examples of professional services include, but not limited to, accounting, architecture, economics, engineering, financial advisory services, law, laboratory services and consulting, medicine, surveying, etc.

b. State law exempts the procurement of these services from competitive bidding requirements (Professional Services Act, VCTS). This means that professional service consultants should be selected on the basis of demonstrated competence and qualifications, then price. User departments should negotiate fees on the basis of what is fair and reasonable for similar services, rather than on a low bid basis.
c. To maintain the standards of the procurement process, it is the intent of the Commissioners Court, that the Purchasing Department administer the RFQ process, both formal and informal.

2. Informal Selection
   a. The following process should be followed in the section of the consultant involving the anticipated fee of less than $50,000.00. First, initial selection of the consultant bases on demonstrated competence and qualifications. Price should not be considered at this time. The second step includes negotiating an acceptable fee structure with the selected consultant. If the fee negotiations are not acceptable, then the fee negotiation process should be undertaken with the second most qualified consultant. Negotiations should continue with prospective consultants until an agreement can be reached. Third, the negotiated contract and fee structure document, once approved by the committee, should be placed on the agenda of the Commissioners Court for approval, acceptance, and signing.
3. Formal Selection Procedure
   a. When a user department wishes to initiate an RFQ to procure professional services anticipated to exceed $50,000.00, it should submit the following information to the Purchasing Department:
      i. A description of the project or the activity to be undertaken.
      ii. An estimate of the cost of construction, including an estimate of the cost for the consultant, for projects involving construction.
      iii. A statement of the available funds for the program in the current operating budget.
      iv. A description of the minimum and desirable qualifications for the consultant.
      v. An outline of the type of information (e.g., education, professional memberships, results of similar projects, references) to be submitted by the consultant for evaluation.
   b. The Purchasing Department will prepare a draft RFQ to be reviewed and approved by the user department. Once approved, the Purchasing Agent will ask Commissioners Court for approval to advertise. The Purchasing Agent will then place advertisements in the paper and distribute RFQs to potential consultants.
   c. All bidders will be provided with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.
   d. All bids shall be received and handled in a fair and confidential manner.
   e. At the time and date of the opening of proposals, all proposals will be opened and only the names of the submitting vendors will be read aloud. Proposals will be kept confidential until a contract is awarded by Commissioners Court, except for trade secrets and confidential information contained in the proposals and identified as such.
   f. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator for the bidding process. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal

requirements of competitive proposals. In addition, the Purchasing Agent will develop standard terms and conditions, that will be used for all of the County's formal bidding situations.

g. An evaluation committee will be approved by the Commissioners Court for the evaluation of all proposals.
   i. The Purchasing Department will be responsible for the coordination of the committee's activities, meetings, interactions with the proposing vendors, and assuring that all vendors are treated fairly and equitably.
   ii. Committee members will be given adequate time to review the vendor proposals prior to formal evaluations.
   iii. Proposals shall be evaluated according to the criteria set forth in the solicitation documents.
   iv. The evaluations can be completed utilizing any of the following methods as determined by the Purchasing Department:
      (1) Group consensus evaluations
      (2) Group evaluation with independent scores averaged
      (3) Independent written evaluations, or
      (4) Any other method deemed fair and equitable to all vendors
h. Negotiations may be held with vendor that is evaluated and granted the largest number of points. The Purchasing Department will be responsible for the coordination of all negotiations with vendors.
i. In the event that a contract cannot be negotiated with the most highly qualified provider, negotiations will be formally ended with that provider and the County will attempt to negotiate a contract with the next most highly qualified provider. This process will continue until a contract can be agreed upon.
j. Commissioner's Court approval is required of the final contract.

4.7.7. Local Preference

1. In a County with a population of 300,000 or less, statute §271.905(b) in the Local Government Code reads; "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent (3%) of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:
   a. The lowest bidder; or
   b. The bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenue of the local government."

4.7.8. Special Project Contracts (CIP or Capital Projects)

Expenditures from contracts approved by Commissioners Court for special, one-time projects, will be monitored by the Purchasing Department to ensure that the total amount expended does not exceed the dollar approved. The Purchasing Department will also monitor these contracts for end of year budgeting process. Only contracts specifically designated by Commissioners Court by inclusion in the CIP portion of the approved budget or at the request of Commissioners Court, will be monitored in this manner.

1. Procedure
   a. Purchasing will assist the Department, if requested, with obtaining any quotes needed for submission to the Budget Office for inclusion into the CIP process.
   b. If Commissioners Court approval is granted, and an item is included in the fiscal year CIP program, Purchasing will assist the department with the necessary steps to purchase the goods and/or services approved. This includes obtaining quotes, determining the contract requirements, issuing a formal or informal solicitation, or other necessary required steps.
   c. The Purchasing Department stay kept in constant communication with the user department throughout the process. The timeframes communicated to Purchasing are important to maintain the schedule balance due to the number of projects. If a department fails to uphold their task items and schedule for a project, the project may be delayed by Purchasing.
   d. As work proceeds on approved CIP item invoices received by the Auditor's Office will be transmitted to the Department for verification that a partial payment is warranted. The Department will then forward the invoice bearing Department approval signature to Purchasing. The Purchasing Department will submit the invoice, along with a copy of the Purchase Order, and other necessary documentation to the Budget and Auditor's Office to request that the partial or final payment be made to the Vendor.
   e. Accurate records will be maintained by the Purchasing Department as to the available balance remaining on the Purchase Order. The Purchasing Department will keep the Department appraised of available balance as funds are expended, to ensure the balance is not exceeded.
   f. The Purchasing Department will assist during budgeting process, determining the remaining balance of contracts for carry over.
   g. If an item is approved by Commissioners Court and included in the budget, but later needs to be amended, either by type, kind, or price, that change must be requested from the Department or Commissioners Court, on the Agenda. If approval by Commissioners Court, the Purchasing Department will make the necessary modifications.
   h. Patrol vehicles will be purchased and equipped according to the standardization most recently approved by the Commissioners Court.

4.7.9. Bid Protests

1. Protest Procedures
   a. Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Agent only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was

a material violation of state or federal statutory requirements, the Purchasing Department rules and regulations, or the Code of Ethics (including the Restricted Contract Period), or (b) the procurement process that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:

i. The specification unfairly limits competition for no legitimate purpose;
ii. The contract award is compromised by improprieties in post-award negotiations;
iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in the solicitation; and
iv. These are irregularities in the receipt or opening of solicitation responses.

b. Protests must be in written form and must contain the following information (if applicable):
   i. The protesting Vendor's name, address, telephone number, fax number, and email address;
   ii. The identifying number of the solicitation and/or contract;
   iii. The date the Vendor became aware of the facts forming the basis of the protest;
   iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and
   v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who whishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protest, including any protest appeals requests, must be sent, by mail or email, to the Brazos County Purchasing Agent at 200 S. Texas Ave, Suite 352, Bryan, TX 77803 or the Purchasing Agents email, found on the Brazos County website. Mail-in requests must be postmarked and email requests must be received by the Purchasing Agent no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier. It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the **Purchasing Agent within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid.**

Written Decision. All protests will be initially reviewed by the Purchasing Agent, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the

"Written Decision"). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

Appeals Process. Appeals of the Written Decision should be sent to the Purchasing Agent at the address above, who shall notify the Appeals Committee, consisting of the General Council, County Auditor, and the County Judge. The Purchasing Agent shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the "Final Decision"). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Agent within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners Hearing, are final.

Right to Appear before the Commissioners Court. All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contract Period provisions in the above. However, a protesting Vendor does not have an automatic right to Commissioners Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

Notification. Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners Hearings, shall be posted on the Brazos County Purchasing website at www.brazoscountytx.gov.

Solicitations and Contracts Pending. Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Agent and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor's right to the protest procedures outlined herein.

Records. Records of all protests, including the protest filed, related evidence, and any Written or Final Decisions (including the outcome of any Commissioners Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

c. **Training.** Procurement Professionals shall participate in regular training courses to ensure their knowledge and understanding of this Code of Ethics, as well as to enhance their skills, learn best practices, and better perform their duties related to contracting and contract solicitation.

d. **Vendor Disqualification, Debarment, and Contract Voidance.** The Commissioners Court and the Purchasing Agent may disqualify or debar a Vendor, its partners, principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, and other affiliates from bidding on or entering into contracts with the County (including participating as a subconsultant or sub-contractor, or providing goods, services, materials, equipment, or other benefits to the County project). Successors-in-interest include, but are not limited to, any person with interlocking management or ownership, identity of interests among relatives (as defined herein), shared facilities and equipment, common use of employees, or a business entity organized subsequent to the debarment or other action under this section that has the same or similar management, ownership, or principal employees as the debarred Vendor.

Disqualification. A Vendor may be disqualified from submitting a bid or proposal on and/or competing for any Active Solicitation(s). Vendor's disqualification includes any Related Solicitations.

Debarment. A Vendor may be debarred from participating in the County procurement process from signing any new contracts with the County for a period of no more than three (3) years per violation. If a Vendor has been disqualified more than three (3) times in a three (3) year period, the Vendor will be automatically debarred provided that the Vendor is given written notice and an opportunity for a hearing in advance of the debarment.

Contract Voidance. Any contracts awarded to a Vendor who is subsequently disqualified or debarred are voidable at the discretion of the Commissioners Court.

Grounds. The following actions constitute a nonexclusive list that may be grounds for disqualification, debarment, or voidance of a contract:

i. Unsatisfactory performance of a contract or a history of unsatisfactory performance;
ii. Continued acceptance of goods, services, or Vendor performance under the contract that may constitute a hazard to health, safety, welfare, or property;
iii. Failure to provide contracted services or failure to comply with the terms and conditions of any contract;
iv. Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
v. Unwillingness to honor a binding bond;
vi. Knowingly and intentionally providing false information, whether during the procurement process or otherwise;
vii. Violation of the Restricted Contract Period;

viii. Violation of any other statute, rule, regulation, or order related to gifts, gratuities, favors, or bribes;
ix. Debarment by any other local, state, or federal governmental entity;
x. Violation of this Code of Ethics;
xi. A finding of guilt, whether by verdict or plea or nolo contendere, to a felony or Class A or B misdemeanor for any violation involving charges of fraud, bribery, collusion, larceny, theft of services, coercion, conspiracy, payment of kickbacks, violation of antitrust laws, or any charges involving moral turpitude, or any other criminal act based on an intent to commit fraud in the procurement or performance of any governmental contract or to defraud any governmental entity in the provision of goods or services; or
xii. Commission of any of the above acts in any other contracting or procurement process with any other governmental entity.

While these actions may be grounds for disqualification or debarment, the Commissioners Court and the Purchasing Agent may decide to disqualify or debar a Vendor or other individual for any reason at any time.

Notice. The Purchasing Agent will notify the Vendor by the most expeditious method available, including, but not limited to, telephone, e-mail, and fax, of the potential disqualification, debarment, or contract voidance. In addition to the most expeditious method, the Purchasing Agent shall also notify the Vendor in writing via certified mail, return receipt requested.

Debarment/Disqualification Procedure. The Purchasing Agent will notify the Vendor that (a) the Vendor is subject to being disqualified or debarred; (b) the basis for the potential disqualification or debarment, which shall be in terms sufficient to apprise the Vendor of the conduct or transaction(s) upon which the disqualification or debarment is based; (c) the effective date of the potential disqualification or debarment, which may be immediately, and if applicable, the duration of the debarment; and (d) that the Vendor has seventy-two (72) hours to respond from the time of notice, upon which, if no response has been received by the Purchasing Agent, no further action may be taken by the Vendor and the disqualification or debarment shall be in effect. The Vendor is presumed to have received notice upon receipt of fax or email confirmation or receipt returned by U.S. mail, whichever period is shorter. The Vendor response, if any, should include a response to each reason for the disqualification or debarment that the Purchasing Agent cites in the notice and shall include all facts and evidence that the Vendor believes are relevant, including any supporting documentation. The Purchasing Agent will review the Vendor's response, if any, and shall determine within three (3) business days of the response deadline if the disqualification or debarment shall be in effect (the "Final Decision"). The Purchasing Agent will notify the Vendor of the Final Decision by the most expeditious method available, and in writing via certified mail, return receipt requested.

Contract Voidance Procedure. The Purchasing Agent (with the Commissioners Courts approval) will notify the Vendor that (a) it is being investigated for potential contract voidance; (b) the basis for the contract voidance, which shall be in terms sufficient to apprise the Vendor of the conduct or transaction(s) upon which the contract voidance is

based; and (c) that the Vendor has ten (10) business days to respond from the time of notice, upon which, if no response has been received by the Purchasing Agent, no further action may be taken by the Vendor, and the contact will be void. The Vendor is presumed to have received notice upon receipt of fax or email confirmation or receipt returned by U.S. mail, whichever period is shorter. The Vendor response, if any, should include a response to each reason for the contract voidance to the Purchasing Agent cites in the notice and shall include all facts and evidence that the Vendor believes are relevant, including any supporting documentation. The Purchasing Agent and the Commissioners Court will review the Vendor's response, if any, and shall determine withing fourteen (14) business days of the response deadline if the Vendor's contract should be voided (the "Final Decision"). The Purchasing Agent will notify the Vendor of the Final Decision by the most expeditious method available, and in writing via certified mail, return receipt requested.

Appeals Process. Vendors who submit an initial response to a disqualification, debarment, or contract voidance notice may appeal any Final Decision within five (5) business days after notice of the Final Decision is received. All appeals under this Section shall be subject to the Appeals Process as described above.

Appeal requests should include the following information:

i. The Vendor's name, address, telephone number, fax number, and email address;
ii. The Vendor's response to each complaint or allegation forming the basis of the disqualification, debarment, or contract voidance, including all facts and evidence that the Vendor believes are relevant and any supporting documentation;
iii. Any mitigating circumstances, including impossibility, force majeure, or mutual mistake;
iv. Any remedial measures taken by the Vendor, including immediately identifying and remedying the cause of the failure to perform, disciplinary actions against responsible individuals, or cooperation with County investigations; and
v. A sworn certification that the appeal is brought in good faith and that the factual statements in the appeal are true and correct.

Failure to file a timely, compliant appeal of any disqualification, debarment, or contract voidance (including providing the sworn certification as described above) waives any right to an appeal.

4.8.Credit Card Policy

4.8.1. Statutory Basis

Section 262.001 of the Local Government Code states in part "(1) The county purchasing agent may have assistants to aid in the performance of the agent's duties. A person who is authorized by the county purchasing agent to use a county purchasing card while making a county purchase is considered an assistant of the county purchasing agent to the extent the person complies with the rules and procedures prescribed for the use of county purchasing cards as adopted by the county purchasing agent under Subsection (o). The county purchasing agent and assistants may have any help, equipment, supplies, and traveling expenses that are approved and considered advisable by the board that appointed the agent"

"(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioner's court. Notwithstanding Subsection (f) or other law, rules, and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent."

As provided for the Vernon's Texas Code Annotated, the Commissioner's Court has the expressed oversite responsibility for all credit cards and credit accounts in the name of Brazos County and will be responsible for the distribution and use of the cards. Commissioner's Court delegates this responsibility to the Brazos County Purchasing Agent.

4.8.2. General Policy

Establishment and authorization for all County credit accounts must be made through the Purchasing Agent. Credit accounts and purchases not contemplated by this policy are unauthorized and all payments associated with such accounts will be denied by the County Auditor and placed on Commissioner's Court agenda for determination of public purpose and approval.

Employees who have credit card privileges are personally responsible for all charges associated with the credit card. The County will not be responsible for any late charges and/or interest charged to the card. Responsibility for such charges will fall to the party responsible for their creation. Employees are encouraged to follow this policy and provide receipts and corresponding tickets promptly for payment of said charges.

Interest charges incurred by a department neglecting to submit payment authorizations in a timely fashion will be the personal responsibility of the department head. Finance charges incurred because of delays in processing the requisitions will be borne by the department responsible for the delay. Employees using a credit card for purchases that are subsequently deemed to be an inappropriate use of departmental funds will be responsible for payment and said charges and will be disciplined within department guidelines. The Commissioners' Court will determine the final decision of appropriate or inappropriate use.

An employee who uses a departmental credit card illegally may be terminated from employment and the matter will be referred to the appropriate prosecutor's office for possible criminal charges.

4.8.3. Requesting a County Credit Card

Credit Card requests should be made through the purchasing department. A letter must be sent by the department head on County letterhead. It will need to state who the card should be issued to, the purpose that it is needed, and the credit limit requested. Credit Cards for most departments have a $1,000.00 limit. Once received by the Purchasing department, the request will be put on the Commissioners' Court Agenda for approval.

In the event the credit card is issued to a county employee or elected official, it is expected that the card will remain in the individual's possession or under their direct control and be presented upon request.

4.8.4. Use of County All Purpose Credit Cards

County All Purpose Credit Cards should only be used for vendors that do not accept purchase orders. An itemized purchase order should still be obtained to the credit card vendor and be approved by the purchasing department.

The following types of purchases are generally acceptable for credit card use:

1. Hotel expenses for travel and training
2. Gas for out-of-town travel in departmental cars or vans
3. Gas for rental car travel
4. Securing travel arrangements
5. Registration for training and conferences
6. Online software purchases (IT Only)
7. Drinks for Jurors
8. Other items must be pre-approved by the purchasing department

Expenses NOT acceptable for credit card use:

1. Tips
2. Alcohol
3. Room Service
4. Entertainment
5. In room pay-per-view movies
6. Food at gas stations or drive-in groceries
7. Any other purchases not approved in advance by the purchasing department

4.8.5. Wal-Mart Credit Cards

Wal-Mart requires the County to have a credit card account for purchases in addition to a county purchase order. The Wal-Mart credit cards are maintained by the purchasing department and can be checked out for a twenty-four (24) hour period by a department by presenting either a blanket or itemized purchasing order. In some instances, the Purchasing Agent may determine that a department has sufficient purchasing needs to warrant departmental possession of a Wal-Mart credit card. All Wal-Mart purchases shall be submitted for payment within five (5) days of purchase and should include the original receipt as documentation of the purchase.

4.8.6. Credit Applications

Periodically the County may choose purchase goods and/or services from a vendor that does not accept purchase orders without a credit agreement. All such credit agreements are to be completed by the purchasing department and signed by the County Judge.

4.9. Code of Ethics

1. Purpose
   a. Brazos County (the "County") requires ethical conduct from those who represent the County and those who do business with the County. It is a breach of the public trust to subvert the procurement process, including the competitive bidding process, whether by bribes, kickbacks, preferential treatment, or any other means. To improve procurement practices, the Brazos County Purchasing Code of Ethics, outlined below, is being adopted by the County.
2. Statement of Purchasing Ethics Policy
   a. It is the policy of the County to ensure that the following ethical principles govern the conduct of all individuals and entities involved in the County's procurement process, including, but not limited to, solicitations for bids for goods or services, request for proposals (RFPs), and requests for qualifications (RFQs). The County Purchasing Code of Ethics ("Code of Ethics") shall be committed to and upheld by any individual engaged with this process. This Code of Ethics applies to:
      i. Vendor – Any individual or entity, or any individual's or entity's employees, agents, representatives, or any other individuals or entities acting on their behalf (whether paid or unpaid), not employed by the County but involved, directly or indirectly, currently or prospectively, in bidding or contracting with the County.
      ii. Procurement Professional – Any County employee involved, directly or indirectly, with the development, preparation, solicitation, negotiation, evaluation, recommendation, approval of, or contracting of County purchasing projects, excluding County Elected Officials (as defined below). Purchasing Department Professionals include, but are not limited to, members of the County Purchasing Department, the head of the Purchasing Department ("Purchasing Agent"), members of the evaluation committee, county administrators, department heads, and staff.
      iii. Elected Official – Any County elected official involved, directly or indirectly, with the development, preparation, solicitation, negotiation, evaluation, recommendation, approval of, or contracting of County purchasing projects. County Elected Officials may include, but are not limited to, the County Commissioners Court, the County Judge, and any other County elected officials.
3. Active Solicitations
   a. A contract solicitation is considered active in terms of this Code of Ethics from the time it is briefed to the Commissioners Court until ten (10) days after (a) the contract has been awarded by the Purchasing Department or the Commissioners Court, (b) the contract is executed between the County and the winning respondent, or (c) the Commissioners Court determines not to go through with the solicitation, whichever represents the final act in any procurement process (an "Active Solicitation"). If the County withdraws a solicitation or rejects all responses with the stated intention to reissue the same or a similar solicitation for the same or a similar project (a "Related Solicitation"), the solicitation remains an Active Solicitation during the time period between the withdrawal and the reissue.

Whether a solicitation constitutes a Related Solicitation will be determined at the discretion of the Purchasing Agent.

4. Conflicts of Interest
   a. Vendors, Procurement Professionals, and Elected Officials shall avoid any activities, transactions, contracts, or communications that compromise the interests of the County or the procurement process or give the appearance of impropriety. Conflict of interests may include, but are not limited to, instances in which:
      i. Procurement Professionals, Elected Officials, or any of their respective relatives (which, for purposes of this Code of Ethics, shall include any person within a third degree of consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code), significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, have an interest in, or are connected with, a contract or solicitation for the purchase of goods or services by the County;
      ii. Vendors, Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, solicit, offer, give, accept, or receive anything of value (including a promise, obligation, loan, reward, gift, or compensation) to or from a person who is involved with, or intending to be involved with, whether directly or indirectly, a current or future contract or solicitation with the County;
      iii. Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, are involved with a business or organization that has a financial interest in the outcome of any particular solicitation or contract selection process with the County;
      iv. Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, are involved in negotiating for prospective employment, or are currently employed with, an individual business, or organization that has a financial interest in the outcome of any particular solicitation or contract selection process;
      v. Vendors, Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, use confidential information (as defined above) acquired from the County for actual or anticipated gain or benefit in a current or future contract or solicitation with the County.

   Notice Required – If a Vendor, Procurement Professional, or Elected Official obtains knowledge of a potential conflict of interest, that individual shall notify the Purchasing Agent in writing within seven (7) business days after receiving such knowledge, unless circumstances (such as a pending vote on a solicitation by an evaluation committee or the awarding of a contract by the Commissioners Court and/or the Purchasing Department) require immediate notice.

   Recusal – If the Purchasing Agent (or, in the event that the Purchasing Agent may have a potential conflict of interest, the Commissioners Court) determines that a conflict of

interest does exist, the conflicted individual must recuse themselves from the contract or procurement process and any related activities, including, but not limited to, any duties imposed by this Section.

Conflict of Interest Questionnaire – As required by Chapter 176 of the Texas Local Government Code, certain Vendors, Procurement Professionals, and Elected Officials are required to complete and file a Conflict of Interest Disclosure with the County Clerk at 300 E 26th Street, Suite 1430, Bryan, TX 77803 (the form is available online on the Brazos County Purchasing Department's website). It is the duty and responsibility of anyone required to file a Conflict of Interest Disclosure under Chapter 176 to keep this Disclosure up-to-date and accurate. Failure to do so may lead to disqualification from a contract or procurement process and may void current contracts with the County.

Disclosure of Interested Parties – As required by Chapter 2252 of the Texas Government Code, Vendors who are awarded contracts by Commissioners Court on or after January 1, 2016 must disclose a list of interested parties to the County before they are allowed to enter into the contract. The disclosure must include a list of any party who has a controlling interest in the Vendor or who actively participates in facilitating the contract or negotiating its terms. The required form will be available through the Texas Ethics Commission's website www.ethics.state.tx.us/.

5. Gratuities
   a. Procurement Professionals and Elected Officials involved in the procurement decision-making process shall not solicit or accept money, loans, gifts, meals, entertainment, lodging, favors, offers of employment (for themselves or for other individuals or entities), promises, obligations, or anything of value from Vendors during a Restricted Contract Period that could influence or appear to influence a specific purchasing decision. Generally, goods or services with a value of $75.00 or less in the aggregate from a Vendor during a year do not violate this prohibition unless they influence or appear to influence a specific purchasing decision.
6. Restricted Contract Period
   a. Vendors, Procurement Professionals, and Elected Officials shall not violate the Restricted Contract Period as set forth herein.

   Contract Person and Designated Representatives – All solicitations will include a designated contact person in the Purchasing Department and provide appropriate contract information for that person at the time the solicitation is issued (the "Contact Person"). All Vendor communications regarding the solicitation shall be to the Contact Person or the Contact Person's designated representatives, as defined by the Contact Person on a question-by-question basis (the "Designated Representatives").

   Restricted Contract Period. The Restricted Contract Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). **All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contract Period, regarding any Active Solicitation, must be directed solely to the Contact**

Person and the Contact Person's Designated Representative (as defined by the Contact Person on a question-by-question basis).

Violations. Any communication by Vendors with any Elected Officials, Department Head, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contract Period unless the Vendor receives express written permission from the Contact Person for the communication.

It is not a violation of the Restricted Contract Period for Vendors to discuss an existing contract or business relationship not related to any Active Solicitation. However, communications between Vendors, Department Heads, and/or Elected Officials or their staff regarding Vendor qualifications, qualifications of other parties, past contract performance, or relevant experience could be deemed a violation of this rule of the Vendor is participating in, or considering participating in, an Active Solicitation. Prohibited communications include those initiated by the Vendor (or others on behalf of the Vendor), as well as Vendor responses to communications initiated by other parties.

Whether a violation of the Restricted Contract Period has occurred for an Active Solicitation is subject to the discretion of the Purchasing Agent and the Commissioners Court, Vendors (including any employees, agents, representatives, or any other individuals or entities acting on their behalf) that are found to have violated the Restricted Contract Period will be automatically disqualified from any Active Solicitations at the time of the violation and may be subject to debarment or contract voidance. Disqualification, debarment, and/or contract voidance under this Section shall apply to those individuals or entities that committed the violation, as well as any individual or entity on whose behalf the violation occurred. **If you are unsure whether a potential contract or communication violates the Restricted Contract Period, contact your Contact Person, the County Purchasing Department, or the Purchasing Agent before the contact or communication occurs.**

7. Impartial Decision-Making and Perception
   a. It is a duty of Procurement Professionals and Elected Officials to discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible Vendors and to provide the greatest value possible to the County, Vendors, Procurement Professionals, and Elected Officials shall conduct themselves in such a manner as to foster public confidence in the integrity of the County and the Purchasing Department. It is the goal of the County to avoid not only actual impropriety in the procurement process, but also any appearance of impropriety.
8. Undue Influence
   a. Vendors, Procurement Professionals, and Elected Officials will not use arbitrary or unfair leverage or influence to cause a result (a) that is not in the best interest of the County or (b) to further the private interest of a Procurement Professional or Elected Official. Vendors, and any of their respective relatives (as defined herein), significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, that participate, on behalf of any Procurement Professional or Elected Official, in the

development, preparation, or evaluation of any Active Solicitation, shall not be eligible to submit a proposal or bid on that Active Solicitation.

9. Equal Opportunity
   a. Procurement Professionals and Elected Officials shall select Vendors on the basis of appropriate and fair criteria that afford all Vendors equal opportunity to compete for County contracts. It is the duty of Procurement Professionals and Elected Officials to use their best efforts to ensure that all segments of society are able to participate in County contracting processes by demonstrating support for, and encouraging the participation of, small, disadvantaged, and minority and woman-owned businesses.
   Title VI. Vendors, Procurement Professionals, and Elected Vendors shall comply with Title VI of the Civil Rights Act of 1964 and related statues, which ensure that no person shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County contracts, programs, or activities.
10. Confidential Information
   a. During any contract or procurement process, certain confidential or proprietary information may be disclosed. Confidential Information includes any information that is disclosed from one party to another that is either (a) marked as being "confidential" or "proprietary", (b) otherwise reasonably identifiable as being confidential or proprietary information, or (c) under the circumstances of the disclosure should be reasonably considered as confidential or proprietary information. Confidential Information includes, but is not limited to, responses to Active Solicitations and the evaluation process thereof.
   Treatment and Protection. Vendors, Procurement Professionals, and Elected Officials shall take all measures necessary to ensure that any Confidential Information provided during any contract or procurement process is held in strict confidence, and is not disclosed unless necessary for the furtherance of the procurement or contracting process or otherwise required by law, rule, regulation, subpoena, or other court authority or governmental action. Confidential Information shall not be used for the actual or anticipated personal gain of any Procurement Professional or Elected Officials.
11. Professional Conduct
   a. Vendors, Procurement Professionals, and Elected Officials shall maintain high standards of honesty, integrity, and impartiality throughout the solicitation and contracting process, and shall conduct all contract and solicitation-related activities in accordance with any governing laws, regulations, and this Code of Ethics.
12. Responsibility
   a. Vendors, Procurement Professionals, and Elected Officials must ensure that they, along with their agents, representatives, employees, and other representative individuals or entities, conduct themselves in compliance with this Code of Ethics to the best of their ability. Lack of knowledge will not be considered a defense to a violation of the Code of Ethics.

13. Duty to Report
    a. It is the duty and obligation of Vendors, Procurement Professionals, and Elected Officials to report any potential or suspected Code of Ethics violations, whether personal or by a third party, to the County Purchasing Agent or the General counsel. Your report should include a reference to the Active Solicitation number at issue (if applicable). To report a potential violation by mail, send any relevant information to the Purchasing Agent at 200 South Texas Avenue, Suite 352, Bryan, TX 77803 or to the District Attorney's Office, 300 East 26th Street, Bryan, TX 77803. You can also report by visiting any of the offices above, calling the Purchasing Office at (979)361-4269 or the District Attorney's Office at (979)775-7400, or emailing the Purchasing Director at the email address located on the Brazos County Purchasing website. **If you become aware of a potential or suspected violation and fail to report it, you may be subject to discipline under this Section.**

4.10. Exemptions from the Competitive Bid Process

4.10.1. Exemptions

Local Government Code, Section §262.024 allows the purchase of any of the following items as exempt from the requirements established by this policy if the Commissioners Court by order grants the exemption:

1. An item to be purchased in a case of public calamity, if prompt purchase is necessary to relieve the necessity of the citizens or to preserve the property of the County. This exemption may only be requested by a member of the Commissioners Court, the County Sheriff, and the County Engineer:
   a. An item necessary to preserve or protect the public health or safety of the residents of the County.
   b. An item necessary because of unforeseen damage to public property.
   c. A personal or professional service
   d. Any work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than twenty (20) working days in any three-month period.
   e. Any land or rights-of-way
2. An item that can be obtained from only one source, to include:
   a. Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
   b. Films, manuscripts, or books;
   c. Electric power, gas, water, and other utility services, and;
   d. Captive replacement parts or components for equipment.
3. An item of food
   a. Food quotes for detained inmates will be obtained every three (3) months on the form approved by Commissioners Court.
4. Personal property sold:
   a. At an auction with the use of a state licensed auctioneer.
   b. At a going out of business sale held in compliance with Subchapter F, Chapter 17 of the Business & Commerce Code.
   c. By a political subdivision of the state or federal government.
5. Any work performed under a contract for community and economic development made by the County under LGC §381.004.
6. Vehicle and equipment repairs.
7. Renewal or extension of a lease, or of equipment maintenance agreements are exempt from the requirements as set out in this policy if the Commissioners Court so orders and grants the exemption, and if:
   a. The lease and/or maintenance agreement has gone through the competitive bidding procedure within the preceding year.
   b. The renewal and/or extension does not exceed one year.
   c. The renewal and/or extension is the first such renewal and/or extension of the lease or agreement.

4.10.2. Exemption Procedure

1. Contracts with a value below $50,000.00 require a less formal exemption process than those in excess of $50,000.00. The value of the contract can be singular in use or cumulative purchases over a period of time, depending on the nature and circumstances of the purchase of the goods or services.
2. If a Department would like a contract in excess of $50,000.00 considered for exemption, they should bring any and all information concerning the purchase, to the attention of the Purchasing Agent. A Commissioners Court agenda item will be prepared by the Purchasing Agent for review, comment and/or amendment by the General Counsel and finally, presented for the Court's consideration. The order will be maintained by the Purchasing Agent
3. If an item is to be deemed to be available from a sole source vendor, the ordering department will need to certify, in writing, the characteristics and reasons that will suffice the sole source criteria to the Purchasing Department. The Purchasing Department then does their own research to verify this conclusion. (A letter from the vendor is often requested.) If the requesting department and Purchasing Department both agree that this vendor is a sole source provider, the purchase process can continue. If the contract is less than $50,000.00, the requisition will be approved and converted to a purchase order. If the contract is for $50,000.00 or more, an order will be prepared by Purchasing, reviewed, and/or amended by the General Counsel and submitted to Commissioners Court for consideration.

4.11. Contracts and Additional Required Forms

The responsibility for approval of contracts with vendors rests with the Commissioners' Court and in certain situations pursuant to this policy, the Purchasing Agent. The Purchasing Department is responsible for placing contracts requiring Court approval on the agenda, except for permission to apply for grants or grant awards, some interlocal agreements with other governmental entities, or other contracts that do not involve consideration that includes monetary value.

As adequate time is necessary to review, prepare, negotiate and receive proper documentation and departmental approval prior to placing an item on the agenda, the Purchasing Department should be included in the contracting process as soon as possible, and receive the contract and all documentation at least sixty (60) days prior to the desired Court date deadline for agenda placement. More complex or lengthy contracts may require a longer review, comment, and negotiation period. This sixty (60) day lead time also includes the request to renew contracts. Adequate recommendations, communication and documentation should be provided to the Purchasing Department to allow the renewal of an existing contract to be placed on the agenda for the Court's consideration a minimum of thirty (30) days prior to the original contract's expiration.

The Department Head or their designee should attend Commissioners' Court and be prepared to answer any questions related to any contract that benefits their department. If a renewal is not presented to Court prior to thirty (30) days from expiration, the user department must attend Court and provide justification for the delay. Additional backup documentation, forms, analysis or other materials may be requested by the Purchasing Department prior to approval or placing on the Commissioners' Court agenda. This includes statutory requirements below, including:

4.11.1. House Bill 1295

Section §2252.908 of the Government Code states that governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits and disclosure of interest parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency.

The law applies only to a contract of a governmental entity, or state agency that enter (1) requires an action, or vote by the governing body of the entity, or agency before the contract may be signed, or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

1. Prior to award by Commissioners Court, vendor must complete Certified of Interested Parties (Form 1295) and submit a signed and notarized copy to the Purchasing Office. After the award at Commissioners Court, the Purchasing Office will verify that Certificate of Interested Parties (Form 1295), with the Texas Ethics Commission adopted rules.
2. A vendor or entity can be exempt from Form 1295 if they comply with the following:
   a. Publicly traded company;

b. The governing body has legal authority to delegate to its staff the authority to execute the contract;
c. The governing body has delegated to its staff the authority to execute the contract;
d. The governing body does not participate in the selection of the business entity with which contract is entered into.

4.11.2. Legislation Certification

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 September 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 (www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designed National (SDN) list. Respondents of a bid/contract/RFP/RFQ 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 www.sam.gov.

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.

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.

A HB89 Form is required for all contracts between a governmental entity and a company, for profit, with ten (10) or more full-time employees and has a value of $100,000.00 or more that is to be paid wholly or partly from public funds to the government entity.

1. A vendor or entity can be exempt from the HB89 Form if they comply with the following:
   a. Non-Profit Company;
   b. Less than ten (10) employees;
   c. Sole Proprietor; and/or
   d. Less than $100,000.00 in value

4.11.3. Tax Verification

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

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

4.12. Inspecting, Testing, and Receiving

Departments should contract the vendor, or Purchasing Department, if materials and/or services are not received or performed by the due date. Always keep the Purchasing Department appraised of the situation.

4.12.1. Inspecting

Since there is no central receiving point, each department is responsible for receiving commodities and services. Any shortages, late deliveries, damaged merchandise, or other problems relating to the vendors performance should be reported to the Purchasing Department as soon as possible. Initially, affected Departments should call the Purchasing Department, and follow up with a written explanation of the situation.

1. When receiving ordered goods, the user will conduct an initial inspection of the goods to determine their condition. A comparison is made of the goods received against the product specifications contained in a vendor quote and/or the purchase order. Once a determination has been made that article(s) received meet specifications and are not damaged, the bill of lading, packing slip, or other shipping documents should be initialed or signed, and dated with the day the items are received. This should be attached to the invoice when received and sent to the Auditor.
2. If there is damage, notify the vendor at once and document the damage, preferably with pictures.
3. All boxes and packing materials should be kept in the event of visible or concealed damaged freight shipments.
4. Damaged freight should always be reported to the freight line, within the same day after the delivery, if possible. If noticeable upon delivery, note the damage on the shipping company's freight paperwork and make a copy for your use.
5. Should the vendor request item(s) to be returned, the department should first ensure that a claim has been properly filed, and that the vendor has provided authorization to return merchandise.

4.12.2. Incomplete/Partial Orders

1. In the event that order is incomplete, the department should make the inquiry for scheduled shipment of the remaining order or contact the Purchasing Department to make that inquiry.
2. To authorize payment for a partial order, an invoice, indicating the purchase order number, date, vendor, and items received, should be forwarded to the County Auditor, accompanied by a copy of the purchase order clearly marked "PARTIAL DELIVERY".

4.13. Invoices

1. All invoices shall be date stamped with the date the invoice is received.
2. The invoice is an itemized statement of merchandise shipped or delivered to an end user and is a guide for the County in settling financial obligations incurred. Invoices are based upon Purchase Orders and therefore should contain the same information. Any difference between the invoice and the Purchase Order should be resolved with the vendor immediately, and always before forwarding for payment.
3. All invoices should be mailed by the vendor directly to the Auditor's Office at the address listed below:

   Brazos County Auditor's Office
   ATTN: Accounts Payable
   P.O. Box 914
   Bryan, TX 77806

4. The vendor should contain the following information:
   a. **THE PURCHASE ORDER NUMBER**
   b. An itemized list of merchandise received
   c. The prices, terms, quantities, and other pertinent information from the Purchase Order
5. The Auditor's Office shall forward the original invoice to the ordering department. The ordering department enter the invoice information into the electronic financial system for processing and payment as expeditiously as possible, following the requirements of the Government Code, Title 10, Subchapter B, Section §2251.021.

4.14. Property Salvage and Disposal

4.14.1. Salvage

1. Equipment or supplies no longer needed by a department shall be reported to the Purchasing Department by completing a Property Acquisition, Transfer, and Disposition form. The department should then schedule a delivery time and location with the Purchasing Department. If this item is of no further use by any County Department, Purchasing will dispose of the items in accordance with Local Government Code §263, Subchapter D – DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.
2. Items determined to be sellable will be distributed into lots and sold via online auction. The determination of an item's sell-ability rests with the Purchasing Department.
3. Items determined by Purchasing as not sellable will be destroyed in accordance with the procedures listed in section 4 below.
4. The following items will be destroyed by whatever means are necessary, including, but not limited to, burning, melting, cutting, crushing, shredding, etc. to render the item(s) useless for the purpose it was originally intended. The department in possession of these items is responsible for the proper destruction and disposal as well as the methodology used:
   a. Law enforcement uniforms
   b. Electronic hard drives removed from equipment that will be sold or donated
   c. Law enforcement body armor that has reached the end of its useful life will be sent to Purchasing for reappropriation or destruction
   d. Abandoned inmate clothing, inmate bedding items, or items of personal hygiene
   e. Any items that could transmit, carry, or contain communicable or hazardous organisms or diseases
5. Salvage material and equipment may be disposed of in the following methods:
   a. Public auction
   b. Trade-in on new equipment
   c. Sealed competitive bids
   d. Ordered destroyed or distributed as unsalvageable

4.15. Fixed Assets and Annual Inventory

4.15.1. Fixed Assets

1. The latest version of the approved accounting policy and procedures for fixed assets should be followed and used as a guyed for all fixed assets. Please refer to that policy as necessary for more detailed information.
2. Goods meeting the threshold or requirements for capital assets, special fund assets, grant purchases, firearms, or items that are required to be licensed (vehicles, trailers, etc.), will be assigned as asset number and tracked or inspected periodically.
3. Upon receipt and payment of these purchases, the items will be placed on the departments fixed asset listing and tagged with Brazos County Property Identification Number.

4.15.2. Annual Inventory

1. On July 1 of each year, the Purchasing Agent shall provide a copy of the inventory of all Brazos County property to their Appointment Board and the County Auditor.
2. At the conclusion of the Annual Inventory the Auditor's Office shall prepare the following:
   a. A report to the responsible official that the inventory was completed.
   b. All property that could/could not be located.
   c. Missing items will be identified.

4.16. Grants/Special Fund Requirements

4.16.1. Preamble

All procurements made by the Brazos County involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in accord with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §200.317 to §200.327.

It is the policy of the County to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, Brazos County will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth 2 C.F.R. §200.319.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by the County's legal counsel, the Auditor, and the Commissioners Court to ensure compliance with this Policy.

4.16.2. Solicitations

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by County staff (with, as applicable, the support of a selection committee) of the needs of the County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meeting the following Federal requirements as well as contracting best practices.

1. Clear Description
    a. The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. This description should include a written statement of work. 2 C.F.R. §200.319(d)(1).
2. Nonrestrictive Specification
    a. The description of the technical requirements must not contain features that unduly restrict competition. 2 C.F.R. §200.319(d)(1)
3. Qualitative Requirements
    a. The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set fourth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intent use, 2 C.F.R. §200.319(d)(1). Product specifications should be limited to essential specifications only.
        i. Brand Name or Equal
            (1) When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, "brand name or equal" descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must

be met by offerors must be clearly stated. The need for a "brand name or equal" specification should be documented.

ii. Preference for Performance Specifications

(1) Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, or objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe *what* the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on *how* to accomplish the tasks.

4. Requirements
   a. The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. §200.319(d)(2). All solicitations for competitive proposals must notify offerors that the County reserves the right to award to other than the lowest-price offeror. Generally, the County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.
5. Type of Federal Funding
   a. The solicitation must acknowledge the source of the Federal funding for the contract in compliance with the terms of its financial assistance award.
   b. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders, and requirements affecting the procurement. As appropriate, specific flow-down requirements may be included in the solicitation itself, in any resulting contract, or incorporated by reference.
6. Contract Type
   a. The solicitation should state the type of contract that will be awarded.
      i. Fixed Price
         (1) A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.
      ii. Cost Reimbursement
         (1) Cost reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contactor may incur at the time of contract award, and the contractor may not exceed those costs without the County's prior approval. Cost allowability is determined by Federal regulations. These are many varieties of cost-reimbursement contracts, such as cost-plus-fixed—fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because the County incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.
      iii. Time and Materials Contracts

(1) A time and materials type contract is a contract whose cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general, and administrative expenses, and profit. 2 C.F.R. §200.3180(1)(i) and (ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

iv. Cost Plus Percentage of Cost

(1) The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

7. Prohibitions

a. Certain provisions that unduly restrict competition are prohibited, 2 C.F.R. §200.319(b). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For examples, some qualifications are experience may be required for a particular type of contract; only "excessive" or "unnecessary" requirements are not allowed:

i. Excessive Qualifications

(1) Placing unreasonable requirements on firms in order for them to qualify to do business, 2 C.F.R §200.319(b)(1).

ii. Unnecessary Experience

(1) Requiring unnecessary experience, 2 C.F.R. §200.319(b)(2).

iii. Unnecessary Bonding

(1) Requiring excessing bonding, 2 C.F.R. §200.319(b)(2).

iv. Improper Qualification

(1) Using improper prequalification procedures that conflict with 2 C.F.R. §200.319(e).

v. Retainer Contract

(1) Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract, 2 C.F.R. §200.319(b)(4).

vi. In-State, Local, or Tribal Geographic Preference

(1) Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 C.F.R. §200.319(c).

vii. Organizational Conflicts of Interest

(1) Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organization conflict of interest, 2 C.F.R. §200.319(b)(5).

4.16.3. Methods for Procurement

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items (2 C.F.R. §200.318(d)). Conducting multiple steps in monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditures will be reviewed by the appropriate County Department and/or any contracted consultant on the project for potential

duplicative items. Once approved the invoice will be sent to the County Auditor. The Auditor's office will then review the invoice an additional time prior to approving for payment.

Procurement shall be made using one of the following methods: (A) Micro-Purchases, (B) Small Purchases, (C) Competitive Sealed Bids, (D) Competitive Negotiations, or (E) Non-Competitive Negotiations. All procurement shall be made in accordance with these procedures.

1. Micro-Purchases
   a. Purchases below the **Simplified Acquisition Threshold** may be awarded without soliciting competitive proposals if the County considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase threshold.
2. Small Purchases
   a. Purchases of supplies, equipment, and services which cost below **$50,000.00** require written supplier estimates but no formal bid is required. The County will solicit a verbal or written response from at least three (3) vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.
3. Competitive Sealed Bids
   a. The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease, or other agreement for materials, supplies, equipment, or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds **$50,000.00**, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the County newspaper of record and/or such other places as the County deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. The County may also solicit sealed bids from responsible perspective suppliers by sending them a copy of such notice. To the extent possible, the County is encouraged to maintain an open bidders list.

      The IFB will include a complete, accurate, and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB.

      Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated by the Purchasing Department after the bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the Purchasing Department who will make recommendations, if needed. In addition, the County shall determine that all firms are responsive and responsible. The County will

make the decision as to whom the contract shall be awarded. After the bid award is made by the County, a contract will be prepared for execution by the successful bidder.

The County may cancel an IFB or reject all bids if it is determined that such is in the best interests of the County. Bidders will be notified, in writing, of such cancellation or rejection. The County may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to vendor, unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid response to those changed terms and conditions.

4. Competitive Negotiations
   a. The County will use competitive negotiations, regardless of contract amount, upon a written determination that either of the following conditions apply:
      i. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
      ii. The Services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature.
   b. Competitive negotiations will proceed as follows:
      i. Proposals will be solicited through advertisement in the County newspaper of record and/or such other places as the County deems appropriate.

         Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors, although the preferred method is to download it off the online bidding website to stay informed with the latest addendums or questions posted. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. RFPs will always include cost as a selection factor.
      ii. Award must be made to the offeror whose proposal is determined in writing by the County to be the most advantageous to the County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposals provides the best value to the County. Evaluations must be based on the factors set forth in the RFP and a written evaluation of each response prepared. The selection committee may contract the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms, or the procurement may be abandoned.

         For the procurement of certain professional services, an alternative to RFPs may be used. The County may publish a Request for Qualifications (RFQ). RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rate them by

comparative qualifications. The highest scoring person or firm will be contacted, and the County will negotiate cost. If the County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The County will maintain a written record of all such negotiations.

5. Non-Competitive Negotiations
   a. The County requires competitive bids for purchase of goods or services including consulting services over **$50,000.00**; however, some exceptions apply.
      In some circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than **$50,000.00**. The County may purchase goods and services through non-competitive negotiations when it is determined in writing by the County that competitive negotiation or bidding is not feasible and that:
      i. Sole Source Definition and Criteria
         A single supplier that is exclusively capable of meeting the County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:
         (1) One-of-a-Kind/Specialized – the commodity or service has no competitive product or must meet specialized seaport, boat, or marine requirements, or specialized professional or technical services, and is available from only one supplier.
         (2) Compatibility – the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
         (3) Replacement Part – the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
         (4) Delivery Date – only one supplier can meet necessary delivery requirements.
         (5) Emergency – URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
         (6) Only one satisfactory proposal is received through RFP or RFQ.
         (7) The Federal or State awarding agency has authorized the particular type of non-competitive negotiation.
   b. Procurement by non-competitive negotiation required the strictest attention to the observation of impartially toward all suppliers. The County must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.
6. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposals. Any contractors submitting a bid must produce (along with their bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources in awarding contracts.

4.16.4. Contracts

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contact. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

1. All contracts will contain language which allows the County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with David-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the County (on request) or any other documented matter which could cause a hardship for the County if a claim should arise or the work not be completed on schedule at the specified cost.
2. All contracts will contain a termination for convenience provision, which allows the County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rate payment for costs and work done until the point for termination, but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.
3. Except as otherwise proved under 41 C.F.R Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. §60-1.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth 2 C.F.R. §200.326. These provisions will be provided to all bidders. These include the following:
    a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
    b. All contracts in excess of $10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be effected and the basis for settlement.
    c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
    d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Appendix II to Part 200, Title 2 (up to date as of 7/26/2022) Contract Provisions for Non-Federal Entity Contracts Under Fe... Appendix II to Part 200, Title 2 2 CFR Appendix-II-to-Part-200(D) (enhanced display) page 1 of 3 Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonFederal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 C.F.R. §200.319)

k. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   i. Procure or obtain;
   ii. Extend or renew a contract to procure or obtain; or
   iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

l. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

i. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. (1)The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

n. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
   i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
   ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
   iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
o. The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

4.16.5. Documentation

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in the appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whichever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for

cost (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

4.16.6. Locally Owned, Minority Owned, Female Owned, and Small Businesses

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, woman's business enterprises, and labor surplus area firms. Where possible and feasible, delivery schedules will be established, and work will be subdivided to maximize participation by small businesses or minority, or women owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs, and RFQs. This list shall also be consulted when making small purchases. The County will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

4.16.7. Grant Code of Conduct

1. Conflict of Interest
   a. No County member, employee, consultant, elected official, appointed official, or designated agent of the County will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee, or designated agent of the County, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms or will otherwise benefit financially or otherwise from a contract award.

      No County member, employee, or designated agent of the County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract, or agreement for themselves or any family members.

      NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).
2. Acceptance of Gratuities
   a. No County member, employee, or designated agent of the County shall solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or potential subcontractors.
3. Penalties
   a. Any County member, employee, or designated agent of County who knowingly and deliberately violates the provisions of this code will be open to civil suit by the County without the legal protection of the County. Furthermore, such a violation of these procurement standards is grounds for dismissal by the County (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the County.

4.16.8. Additional Provisions

County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, County staff shall include applicable requirements in all County contracts to the maximum extent possible, either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

1. Labor and Employment Laws and Regulations
   A variety of construction and non-construction labor and employment laws and regulations are required as a condition of the County's Federal funding. These are assembled at C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and Work Safety requirements, and a variety of whistleblower protections. In dealing with all potential bidders and offerors, County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, County Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.
2. Environmental Regulations
   Contracts over **$150,000.00** require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.
3. Contracting with Suspended or Debarred Persons or Entities
   The County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. The County will verify all contractors on the website to check that they are not suspended or debarred from federal procurements.

4.16.9. Juvenile Food Purchases

To the extent required by USDA, TDA or other funding or passthrough entities, Brazos County will comply with all statutory requirements including 2 CFR 200, 7 CFR 210.21, Texas Local Government Code 262 and any other regulations as may be updated or amended.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Treasurer's Office	NUMBER:	

DATE OF COURT MEETING:	9/30/2025
ITEM:	Approval requested from the Treasurer's Office for addition of 4.07.7.2 Cash Payment for Overtime Authorized to Brazos County Personnel Policy.
TO:	Commissioners Court
DATE:	09/22/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
ACTION REQUESTED OR ALTERNATIVES:	Approval

ATTACHMENTS:

File Name	Description	Type
Personnel_Policy_Addition_4.07.7.2.pdf	Personnel Policy Addition 4.07.7.2	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Treasurer's Office	NUMBER:
DATE OF COURT MEETING:	9/30/2025	
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File Name	Description	Type
Personnel_Policy_Addition_4.07.7.2.pdf	Personnel Policy Addition 4.07.7.2	Backup Material

APPROVED

KYLE KACAL — 9/30/25

Date

ACTING County Judge

Cristian Villarreal
County Treasurer

Brazos County Administration | 200 S. Texas Ave., Suite 240 | Bryan, Texas 77803 | 979-361-4340

DATE: September 23, 2025

TO: Hon. Kyle Kacal, Acting County Judge
Hon. Bentley Nettles, Commissioner Pct. 1
Hon. Chuck Konderla, Commissioner Pct. 2
Hon. Fred Brown, Commissioner Pct. 3
Hon. Wanda Watson, Commissioner Pct. 4

FROM: Cristian Villarreal, County Treasurer

RE: Addition of Subsection 4.07.7.2 to Brazos County Personnel Policy

I am requesting the Brazos County Personnel Policy be amended by adding the subsection below. This addition will add the County's current practice of authorized employees that are paid overtime into the County's Personnel Policy. It will also authorize the payment of overtime to the newly created departments of Jail Correctional Medicine Department and Juvenile Correctional Medicine Department. The employees in Jail Correctional Medicine were previously employed in a division under the Jail and were paid overtime.

4.07.7.2 CASH PAYMENT FOR OVERTIME AUTHORIZED

It is the policy of Brazos County that non-exempt employees of the Sheriff's Office Jail Administration, Road and Bridge Department, Jail Correctional Medicine Department, Juvenile Correctional Medicine Department, and Telecommunication Officers in the Sheriff's Office shall not accrue any compensatory time but shall be paid overtime as earned.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the Texas Association of Counties Worker's Compensation Renewal for 2026.

TO: Commissioners Court

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department Requesting Agenda Item
Human Resources

2. Department Impacted by Agenda Item
All County Departments

3. Brief Explanation of Agenda Item and Budget Impact
This item is the renewal of Brazos County's Workers' Compensation coverage through the Texas Association of Counties Risk Management Pool for the period of January 1, 2026 – December 31, 2026. The renewal questionnaire confirms no material changes in county operations, no new exposures, and no unreported claims. This renewal is budgeted and included within the current year's expenditures.

4. Consequences of Failing to Approve Agenda Item
Failure to approve this renewal could result in a lapse of Workers' Compensation coverage for Brazos County employees.

5. Deadline for Item Approval
TAC's deadline for us to return to approved renewal is October 7, 2025.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Engagement Letter from Calvert Eaves Clarke & Stelly, L.L.P. for legal representation of services in CA # 4:25-CV-04286.

TO: Commissioners Court

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Engagement_Letter.pdf	Engagement Letter	Backup Material

CALVERT EAVES CLARKE & STELLY, L.L.P.

ATTORNEYS AT LAW

ALEX J. STELLY, JR.
PARTNER

BEAUMONT TOWER
2615 CALDER AVENUE, SUITE 1070
BEAUMONT, TEXAS 77702
WWW.CALVERT-EAVES.COM

PHONE: 409.832.8885
FAX: 409.832.8886
ASTELLY@CALVERT-EAVES.COM

September 19, 2025

Bruce L. Erratt, General Counsel
BRAZOS COUNTY, TEXAS
300 East 26th Street
Bryan, Texas 77803

Via E-Mail BErratt@brazoscountytx.gov

Re: CA # 4:25-CV-04286; *Johnathan Arthurton v Brazos County, Texas*; U.S. District Court for the Southern District of Texas

Dear Bruce,

Thank you for considering engaging us to represent Brazos County, Texas (the "Client"). We appreciate the confidence you have shown in Calvert Eaves Clarke & Stelly LLP and look forward to this opportunity to represent Brazos County, Texas.

It is the purpose of this letter, and the accompanying Terms of Engagement, would be to confirm the terms and conditions of our engagement related to our legal representation of Brazos County, Texas, or other parties to which we might be requested to represent, in the above referenced matter.

If you have any questions about, or Terms of Engagement, or any aspect of the engagement or representation, please do not hesitate to contact me

Sincerely,

CALVERT EAVES CLARKE & STELLY, L.L.P.

By: _____
Alex J. Stelly, Jr.

AJS/ajs
Enclosure Terms of Engagement

TERMS OF ENGAGEMENT

Engagement

You have asked the Firm to serve as counsel for legal services in connection with the matter reference above. To the extent you may ask that we extend the limited scope of the engagement, or if new potential parties are uncovered or are named, this engagement letter can be amended to include such additional scope or parties.

No Known Conflict

It is Calvert Eaves Clarke & Stelly, LLP's practice to comply with the professional standards and ethics requirements of the State Bar of Texas. Based on our initial review of this matter, we are not aware of any existing matter(s) involving a conflict of interest that would prevent us from representing you. However, unforeseen conflicts may arise. If such an event were to take place, we will notify you of the conflict and our representation may thereafter be terminated by you or the Firm unless you and the other source of the conflict agree to provide the requested waivers relating to any representation of you, as the Client.

Responsible Attorney

Customarily, each client of this Firm is served by a principal attorney contact who is responsible for ensuring that you are and remain satisfied with all aspects of our representation. While the attorney who signed the attached letter will remain primarily responsible for the representation described above, parts of your work may be performed by other lawyers or legal assistants under his general supervision. Such a delegation may be for the purpose of involving lawyers and legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. The other lawyers and/or legal assistants who will assist him might include F. Blair Clarke (Partner), Darlene Totels (Paralegal) and Victoria Guerrero (Paralegal).

Charges

We have established prevailing rates for all charges that will be incurred during this representation. We believe that rates charged are competitive with charges established by comparable law firms. The client agrees to be responsible for all such charges necessitated during the course of this representation. Our charges include, but are not limited to travel, copying, computer research services, phone calls, and filing fees. The agreed fees will include:

Partner	**$275.00**
Associate	**$250.00**
Paralegal	**$125.00**

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we

may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and, (4) cooperate fully with us in all matters relating to the engagement.

Mutual Right to Terminate Relationship

Because Calvert Eaves Clarke & Stelly, LLP has been engaged to provide services in connection with the representation specifically defined above, the attorney-client relationship terminates upon our completion of our services related to the representation.

Of course, every client has the right to terminate our representation at any time for any reason by notifying us in writing. We have the same right upon giving the Client reasonable notice so that suitable arrangements can be made by the Client to obtain alternative representation, in accordance with the Rules of Professional Responsibility governing the State Bar of Texas.

Among the reasons for which we may terminate representation if (1) the continued representation would result in a violation of the applicable rules of professional conduct; (2) the termination can be accomplished without material adverse effect on your interests; (3) the firm has a fundamental disagreement with the objective in this engagement; (4) you substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; (5) the Client's misrepresentation of, or failure or refusal to disclose material facts; (6) discovery of a conflict; (7) other good cause for termination exists; or (8) any other reasons permitted or required under the Rules of Professional Responsibility governing the State Bar of Texas.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, or course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter of various courses of action and the results that might be anticipated. Any expression on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement letter, and Terms of Engagement, or otherwise indicating your acceptance of the Engagement letter, and Terms of Engagement, you acknowledge that Calvert Eaves Clarke & Stelly, LLP has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee

Conclusion

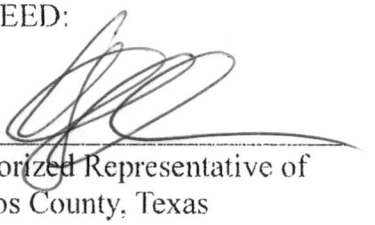
We look forward to a long and mutually satisfying relationship with Brazos County, Texas. If at any time you have a question or concern, please feel free to bring it to our attention.

The Firm is required by law to advise you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel for the State Bar of Texas will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900.

We hope that these terms of engagement provide you with a better understanding of the scope of our representation. We truly appreciate both the opportunity to be of service to you and the trust and confidence you have placed in us. We look forward to representing Brazos County, Texas.

If the terms of the engagement are acceptable, please sign the acceptance below and return the letter to me.

AGREED:



Authorized Representative of
Brazos County, Texas

DATED:

9/30/2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the following Community Support Contracts for FY 2026:

- a. Aggieland Humane Society
- b. Amber Alert Network
- c. Big Brothers Big Sisters
- d. Brazos Maternal & Child Health Clinic, Inc., (Prenatal Clinic)
- e. Brazos Valley Veterans Memorial
- f. Easter Seals
- g. Greater Brazos Partnership
- h. Junction 505
- i. Keep Brazos Beautiful
- j. Mental Health and Mental Retardation (MHMR)
- k. National Alliance on Mental Illness (NAMI)
- l. North Bryan Community Center
- m. Scotty's House
- n. South Brazos County Fire Department (Volunteer Fire Department #1)
- o. Volunteer Fire Department #2
- p. Volunteer Fire Department #3
- q. Volunteer Fire Department #4
- r. Voices for Children

TO: Commissioners Court

DATE: 09/15/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Aggieland_Humane_Society_26-010_-_partially_executed.pdf	Aggieland Humane Society	Cover Memo
Amber_Alert_26-011_-_partially_executed.pdf	Amber Alert	Cover Memo
Big_Brothers_Big_Sisters_of_Brazos_Valley_26-013_-_partially_executed.pdf	Big Brothers Big Sisters	Cover Memo
Prenatal_Clinic_Contract_26-034_-_partially_executed.pdf	Brazos Maternal & Child Health Clinic, Inc. (Prenatal Clinic)	Cover Memo
Brazos_Valley_Veterans_Memorial_26-022_-_partially_executed.pdf	Brazos Valley Veterans Memorial	Cover Memo
Easter_Seals_26-024_-_partially_executed.pdf	Easter Seals	Cover Memo
Funding_Agreement_Brazos_County.pdf	Greater Brazos Partnership	Cover Memo
Brazos_County_-_Junction_505_Funding_Agreement.pdf	Junction 505	Cover Memo
Keep_Brazos_Beautiful_26-030_-_partially_executed.pdf	Keep Brazos Beautiful	Cover Memo
MHMR_Contract_26-031_-_partially_executed.pdf	MHMR	Cover Memo
NAMI_contract_26-032_-_partially_executed.pdf	NAMI	Cover Memo
North_Bryan_Community_Center_-_partially_executed.pdf	North Bryan Community Center	Cover Memo

Scotty_s_House_26-037_-_partially_executed.pdf	Scotty's House	Cover Memo
South_Brazos_County_FD_26-038A_-_partially_executed.pdf	VFD 1	Cover Memo
VFD_2_26-038B_-_Partially_Executed.pdf	VFD 2	Cover Memo
VFD_3_26-038C_-_partially_executed.pdf	VFD 3	Cover Memo
25_26_Funding_Agreement.pdf	VFD 4	Cover Memo
Voices_for_Children_contract_26-039_-_partially_executed.pdf	Voices for Children	Cover Memo

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
AMBER ALERT NETWORK BRAZOS VALLEY

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS,** acting by and through its duly elected County Commissioners (hereinafter "County"), and the **AMBER ALERT NETWORK BRAZOS VALLEY** (hereinafter "AANBV"), located in College Station, Texas, and is effective October 1, 2025.

RECITALS

WHEREAS AANBV serves all seven counties of the Brazos Valley (Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington).

WHEREAS approximately eighty-five percent (85%) of all regional missing person and missing children reports originate from law Enforcement agencies in Brazos County.

WHEREAS the AANBV shares this common goal with the County; and

WHEREAS, the County desires to assist AANBV in their efforts to promote the public purpose of providing rapid notification to the public of incidents of abducted children in the Brazos Valley Region and provide resources, training and education to the residents and law Enforcement Agencies of the Brazos Valley.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of October 2025, and terminating on the 30th day of September 2026.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

CONTRACT 26-011

USE OF COUNTY FUNDS

Funds to be furnished to AANBV as stated herein be used to offset operational. expenses of the AANBV, including to help offset salary and benefits, rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay AANBV a total payment of **Five Thousand Dollars ($5,000.00)** ("Funds") for the year beginning **October 1, 2025 and ending September 30, 2026. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

RESPONSIBILITIES OF AANBV

AANBV will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;

2. Providing Services;

3. Maintaining data files on clients and the Services provided thereto;

4. Respond to any and all inquiries by the County.

5. AANBV agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. AANBV agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. AANBV agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. AANBV agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the AANBV under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AANBV.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the AANBV. If an independent financial audit is performed, a management letter will be

prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the AANBV's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AANBV.

7. AANBV will provide the County with any and all certified audits conducted by AANBV and the management letter prepared in connection therewith;

8. AANBV will provide a report to Commissioners Court on February 28, 2026 and August 31, 2026 with statistics evidencing the following for the six months prior to due date.

    a. The number of Brazos County residents using the AANBV's Services.
    b. The number of support cases opened including, how many of those cases were children and how many were adults.
    c. The number of social media posts.
    d. The number of training events and the number of attendees.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.

2. Conduct a review of the AANBV's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the AANBV.

RECORD RETENTION

The AANBV shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The AANBV agrees to maintain and make available for inspection by the County upon request, consistent with · personal privacy and. subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the AANBV with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The AANBV shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The AANBV shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The AANBV agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action, omission, or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the AANBV shall be an independent contractor and not an employee or agent of the County, and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and AANBV state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

TERMINATION

AANBV or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination AANBV agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Amber Alert Network Brazos Valley
P.O. Box 9282
College Station, TX 77842

Brazos County Commissioners
Court
County Administration Building
200 So. Texas Ave., Suite 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any provisions or portion of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties

concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the AANBV without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos County

KYLE KACAL,
Acting County Judge

9/30/25
Date

Amber Alert Network Brazos Valley

CHARLES R. FLEEGER,
Executive Director

9/16/25
Date

ATTEST:

Karen McQueen, County Clerk
By: Ashley Peters-Bowman
Chief Deputy

Contract 26-011

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: AMBER ALERT NETWORK BRAZOS VALLEY

Authorized Company Representative: CHARLES R FLEEGER

Address: PO BOX 9282

COLLEGE STATION, TX 77842

Signature: [signature]

Date: 9/16/25

Contract #: 26-011

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363887

Date Filed:
09/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Amber Alert Network Brazos Valley
College Station, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Amber Alert Network Brazos Valley

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-011
Public alerting related to missing children/persons, public and law enforcement training related to missing children/person issues

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is CHARLES R FLEEGER, and my date of birth is _____.

My address is PO Box 9282, COLLEGE STATION (city), TX (state), 77842 (zip code), BRAZOS (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BRAZOS County, State of TEXAS, on the 16 day of SEP (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
EASTER SEALS GREATER HOUSTON

THIS FUNDING AGREEMENT ("Agreement") effective October 1, 2025 is entered into by and between Brazos County, Texas, acting by and through its duly elected County Commissioners (hereinafter "County"), and the Easter Seals Greater Houston (hereinafter "Service Provider"), located at 3211 S. Texas Avenue, Suite A, Bryan, Texas 77802.

RECITALS

WHEREAS, the medical care of the County's eligible indigent population has become a growing problem; and

WHEREAS, pursuant to Chapter 61 of the Texas Health and Safety Code, the County is the payor of last resort for the provision of basic health care services to eligible indigent county residents; and

WHEREAS, the County is required by Chapter 61 of the Health and Safety Code to provide, as a payor of last resort, certain basic health care assistance to its eligible count residents and desires to do so through the Service Provider,

NOW THEREFORE, the parties agree to the following terms and conditions to provide such eligible indigent health care.

AGREEMENT

Term

The Agreement shall continue in force and effect for a term of twelve (12) months commencing on the 1st day of October 2025 and terminating 30th day of September 2026.

Cancellation

This Agreement may be canceled by any of the parties hereto upon sixty (60) days written notice as provided herein.

Services to be Performed by Service Provider

Service Provider shall provide the following services through trained, staff to qualified county residents pursuant to the guidelines currently implemented for making such determination: rehabilitation services, physical therapy, occupational therapy, speech-language therapy, autism diagnosis and social services to the indigent population

of Brazos County who have been diagnosed with disabilities, developmental delays or those who are at risk of developing a delay (collectively "Services").

Use of County Funds

Funds to be furnished to Service Provider as stated below shall be used provide Services to eligible indigent applicants ages 0 to 3.

County's Payment

The County agrees to provide the Service Provider a maximum sum of **$35,000.00** ("Funds") for the term of this Agreement to be paid in quarterly installments on receipt of invoice. **Invoice shall be remitted to the accountspayable@brazoscountytx.gov email address.**

Responsibilities of Service Provider

Service Provider will be responsible for providing the following Services pursuant to this Agreement:

1. Completing all necessary application forms to potentially eligible indigent individuals.

2. Obtaining and compiling information on each applicant for Service Provider's Services with regard to residency and financial qualifications.

3. Maintaining this Agreement.

4. Provision of the Service Provider's Services as defined herein.

5. Maintaining data files on clients/patients and the Services provided thereto.

6. Responding to all and any inquiries by the County regarding the Service Provider and its Services.

7. Assisting the County with information needed for audit purposes.

8. Providing the County with quarterly financial statements within 30 days of the end of the quarter.

9. Providing the County with any and all certified audits of Service Provider and the management letter prepared in connection therewith.

10. Providing financial statements evidencing how County funds are spent. Such

statements to be submitted to County one (1) week prior to the funding dates set forth herein above. Funding will not be provided if statements are not received.

11. Providing the County with statistics evidencing the number of Brazos County residents using the Service Provider's Services and the percentage Brazos County residents comprise of the total population using Service Provider's services.

Record Retention

The Service Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Service Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy, and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Service Provider with funding. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

Accounting and Audit

The Service Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. The Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Service Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Service Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Service Provider.

Discrimination

The Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, 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; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The

Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Confidentiality

The Service Provider shall comply with applicable local, State and Federal statutes, laws, and regulations as well as administrative rules regarding confidential records or other information obtained by the Service Provider concerning persons served under this Agreement. The records and information shall be protected by the Service Provider from unauthorized disclosure.

Health Insurance Portability and Accountability Act.

The Service Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that such Service Provider may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Service Provider shall maintain for a minimum of six (6) years all protected health information.

Indemnity

The Service Provider agrees to and shall indemnify and hold harmless and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including claims of respondent superior or vicarious liability, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or any breach of Agreement arising out of or in connection with any work done by the Service Provider pursuant to this Agreement.

Insurance

Each party to this agreement is responsible for maintaining its own liability insurance and worker's compensation insurance, and each party will provide proof of same to the other party on request. The Service Provider shall maintain during the term of this Agreement a $1,000,000.00 malpractice insurance policy and a General Liability Policy of $1,000,000.00 naming Brazos County, as an additional insured. Such coverage shall be designated as primary over any coverage Brazos County may have in force. Service Provider shall provide a Certificate of Insurance for both policies which shall provide for a fifteen (15) days advance notice to County of the cancellation of such policy.

Independent Contractor

In all activities or Services performed hereunder, the Service Provider is an independent contractor, and not an agent or employee of the County. The Service Provider, as an independent contractor, shall be responsible for all medical services provided and medical decisions made pursuant to the terms of this Agreement. The Service Provider shall supply all materials, equipment and labor required for providing medical services as required herein. The Service Provider shall have ultimate control over the execution of the work under this Agreement. County shall have no control over any decision, recommendation, or action taken by the Service Provider pursuant to this Agreement.

The County assumes no liability for actions of the Service Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Service Provider's agents, employees, and subcontractors in their performance of the Service Provider's duties as described under this Agreement. The Provider agrees to hold harmless Brazos County against any and all liability, loss, damage, cost, or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of Agreement of the Service Provider, with the exception of acts performed in conformance with an explicit, written directive of the County, through its authorized agents.

The Service Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval by Brazos County. In emergencies, the Service Provider will request approval in writing within at least (24) twenty-four hours of the use of a subcontractor to fulfill any obligations of this Agreement.

Licensing

The Service Provider is required to maintain all applicable licensing permits to practice medicine. All permits to or certification necessary to operate the Provider's clinics shall also be maintained. Copies of any applicable licenses are to be filed with Brazos County.

Events of Default:

The following shall be considered events of default:

a. Failure to maintain license to practice medicine or any restrictions being placed upon such license by the Texas State Board of Medicine making the providing of services hereunder impossible or difficult.

b. Failure to maintain all permits and licenses necessary to keep Service Provider's clinics in operation.

c. Cancellation of Service Provider's medical malpractice insurance.

Upon an event of default, the County may terminate this Agreement on three (3) days written notice mailed by certified mail return receipt requested to the address listed below.

Right of Audit and Monitoring

Service Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Service Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Service Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Service Provider.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

Notices

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, registered mail to the other party at the following addresses:

Easter Seals Greater Houston
C/O CEO
4888 Loop Central Dr., Suite 200
Houston, TX 77081

Brazos County
C/O Commissioners Court
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Further Assurances

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

Severability

In the event that any of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

Amendments

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

Waiver

No failure of Brazos County to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Service Provider may rely, for the purpose of denial of such a right or remedy to Brazos County.

Prior Notification

The Service Provider agrees to notify Brazos County prior to issuing public announcements or press releases concerning work done pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Brazos County in joint or coordinated releases of information.

Notice of Change

The Service Provider shall give thirty (30) days prior written notice to Brazos County, if there is a change in the Service Provider's legal status, federal employer identification number (FEIN) or address. Brazos County reserves the right to take any and all appropriate action. The Service Provider agrees to hold harmless Brazos County for any acts or omissions by the County resulting from the Service Provider's failure to notify of these changes.

In the event Service Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, the Service Provider will immediately notify Brazos County in writing.

Tax Exempt Status

As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

Sovereign Immunity

This Agreement is expressly made subject to Brazos County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable Federal and State law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Brazos County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

Assignability

This Agreement is not assignable by the Service Provider without the prior written consent of the County.

Fiscal Funding Clause

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. The Service Provider or any other person or entity directly or indirectly employed by the Service Provider or any other person or entity to whom the Service Provider may be liable to, shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion, terminate this Agreement by written notice to the Service Provider at the earliest possible time under the circumstances.

Entire Agreement

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreements, which are not fully expressed herein.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SERVICE PROVIDER

Easter Seals Greater Houston
Elise Hough, CEO

11/4/25
Date

BRAZOS COUNTY, TEXAS

Kyle Kacal
Acting County Judge

9/30/25
Date

ATTEST:

Karen McQueen, County Clerk
By: Chief Deputy

BRAZOS COUNTY
BUSINESS ASSOCIATE AGREEMENT

Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA"). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule") and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"). Collectively, the Privacy Rule and the Security Rule are referred to herein as "HIPAA Rules." The HIPAA Rules, as well as any applicable state confidentiality laws, require Covered Entity to ensure that business associates who receive confidential information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality of health information. "Covered Entity" and "Business Associate" are defined in the HIPAA Rules, and for the purposes of this Agreement, shall refer to Brazos County and Service Provider, respectively.

Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Business Associate on behalf of Covered Entity pursuant to this Agreement, Covered Entity may use and disclose protected health information ("PHI"), as defined in the HIPAA Rules.

Business Associate Obligations. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:

Use of Protected Health Information ("PHI"). Business Associate shall not use PHI except as necessary to fulfill the purposes of this Agreement. Business Associate is permitted to use and disclose PHI as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Business Associate shall in such case:

provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;

obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and

disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;

agree to notify the Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules; and

ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," *i.e.*, only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.

Disclosure to Third Parties. If Business Associate discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent to agree to the same restrictions and conditions that apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of the Agent in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules or the issuing court's orders.

De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).

Notice of Privacy Practices. Business Associate shall abide by the limitations of any Notice of Privacy Practices ("Notice") published by the Covered Entity of which it has knowledge. Covered Entity shall provide to Business Associate such Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the

amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to such notice.

Withdrawal of Consent or Authorization. In the absence of applicable court orders governing the Business Associate's responsibilities, if the use or disclosure of PHI in this agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.

Use or Disclosure That Would Violate HIPAA. Business Associate is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Covered Entity.

Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

Records Management. Upon termination of this Agreement, Business Associate agrees to return or destroy all PHI received from Covered Entity that Business Associate maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Individual Rights Regarding Designated Record Sets. If Business Associate maintains a designated record set (as defined in the HIPAA Rules) on behalf of Covered Entity, Business Associate agrees as follows:

Correction of PHI. Business Associate agrees that it will amend PHI maintained by Business Associate as requested by Covered Entity.

Individual Right to Copy or Inspection. Business Associate agrees that, if it maintains PHI in a designated record set for the Covered Entity, it will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under 45 CFR §164.524. The Covered Entity is required to take action on such

requests as soon as possible but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Business Associate and not the Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR §164.526. If Business Associate maintains a record in a designated record set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an individual's right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.

Accounting of Disclosures. Business Associate agrees to make available to the individual and/or the Covered Entity from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).

Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline.

Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.

Such accounting shall be provided as long as Business Associate maintains the PHI.

Internal Practices, Books, and Records. Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of the Covered Entity to the U.S. Department of Heath and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.

Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this agreement and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

Rights of Proprietary Information. The Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

Termination for Breach. Without limiting the termination provisions herein, if Business Associate breaches any provision in this Section entitled "Use and Disclosure of PHI", Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Article; or Covered Entity may terminate this Agreement on a date specified by Covered Entity.

Reference. Any reference in this Section entitled "Use and Disclosure of PHI" means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.

Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Section entitled "Use and Disclosure of PHI" from time to time in order to allow Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws.

Precedent and Ambiguity. If any term of this Section entitled "Use and Disclosure of PHI" conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled "Use and Disclosure of PHI" shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

Survival of Key Provisions. The provisions of this Section entitled "Use and Disclosure of PHI" shall survive the termination of this Agreement.

Accepted:

Business Associate

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: EASTER SEALS OF GREATER HOUSTON, INC.

Authorized Company Representative: ELISE HOUGH

Address: 4888 LOOP CENTRAL DR., STE 200

HOUSTON, TX 77081

Signature: [signature]

Date: 6/18/25

Contract #: 26-024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1364844

Date Filed:
09/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Easter Seals of Greater Houston, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County Commissioners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Unknown
Early Intervention Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is ELISE Hoult, and my date of birth is _____.

My address is 4888 Loop Central DR STE 700 HOUSTON (city), TX (state), 77081 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TX, on the 17 day of Sept (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FILED

2025 OCT 14 P 3:09

AFFIDAVIT
TEXAS LOCAL GOVERNMENT CODE, CHAPTER 171

STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on October 14, 2025 personally appeared Commissioner Chuck Konderla, who being duly sworn, deposes and says:

1. That he/she has a substantial interest in a business entity or real property. Official action taken by the **Commissioners Court of Brazos County, Texas** concerning Agenda Item No. 16 of the Court Agenda dated September 30, 2025 described as FY 2026 Community Support Contracts - Amber Alert Network, would have a special economic effect on that business entity or a special economic effect on the value of the real property, that is distinguishable from the effect on the public.

2. That the substantial interest is (check the following as is appropriate):

( ) a. Ownership of 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

( ) b. Funds received by me from the business entity exceed 10 percent of my gross income for the previous year; or

( ) c. An equitable or legal ownership in real property with a fair market value of $2,500 or more; or

( ) d. A person related in the first degree by either affinity or consanguinity to me has a substantial interest as defined above; or

(✓) e. other Amber Alert Network Board Member.

3. That I will abstain from participation in the matter referred to in Item 1 unless authorized by law.

Signature

SWORN TO AND SUBSCRIBED BEFORE ME this the 14th day of October 2025.

AUBREY LEGGETT
Notary Public, State of Texas
Notary ID# 13189102-3
My Comm. Exp. February 12, 2027

Notary Public in and for
The State of Texas

Filed:

, County Clerk
By:

AGREEMENT FOR ANIMAL SHELTER SERVICES

Brazos County and Aggieland Humane Society, Inc.
October 1, 2025 – September 30, 2026

This Agreement for Animal Shelter Services ("Agreement") is made this 10th day of September, 2025 by and between The Aggieland Humane Society, Inc., a Texas non-profit corporation (herein the "Shelter") and Brazos County, Texas, a political subdivision of the State of Texas acting by and through its duly elected Commissioners Court (herein "County").

RECITALS

Whereas, the Shelter operates a facility currently located at 5359 Leonard Road, Bryan, Brazos County to house stray, unwanted or abandoned animals (herein the "Facility"); and

Whereas, the County has a need of a facility to house animals, other than livestock, that it takes possession of throughout the County;

For and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The County agrees that all animals, other than livestock, seized within its jurisdiction by its duly appointed agents, may be delivered to the Facility, there to be impounded under the exclusive control and custody of the Shelter for periods of time as required by State law and the applicable County orders except as hereinafter set forth, but in no circumstances less than three (3) days unless determined by a certified euthanasia technician that euthanasia is necessary.

2. The County agrees to pay to the Shelter an annual fee of **$209,000.00** based upon the term of the Agreement. The fee shall be divided into twelve (12) equal monthly payments due on the first of each month and pending receipt of reports required in section 9.

3. The COUNTY shall and does hereby assign to the SHELTER those fees collected for the registration of dogs and cats within Brazos County, commonly referred to as "license fees." The SHELTER shall administer the County License program (Registration of Dogs and Cats, Texas Health and Safety Code §826.031).

4. The County represents to the Shelter that it has in force orders providing for the vaccination and licensing of animals under appropriate circumstances, providing for impounding of nuisance animals running at large, and that while this Agreement is in effect, such orders will be continued in force, provided, however, that such orders may be modified from time to time as the County deems appropriate.

5. The County agrees that every animal delivered to the Shelter in accordance with this Agreement, shall become the sole and exclusive property of the Shelter upon its delivery to the Shelter (subject to reclamation by the owner), so that neither the County nor any agency nor agent of the County, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not so claimed and redeemed. The County agrees that the Shelter shall have the undisputed right, consistent with the orders of the County, to humanely dispose of every animal given into its custody in accordance with the Shelter's principles as follows:

a. To place animals in the care, custody, and control of new owners: and

b. To humanely destroy animals which are not claimed by owners, and which are not suitable for placement in the care, custody, and control of new owners.

6. The Shelter agrees to accept each, and every animal delivered to the Facility located in Brazos County, Texas by the agents of the County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control. The County shall not accept a surrender of ownership of an animal by its owner in the field.

7. The Shelter agrees to accept each, and every stray animal delivered to the Facility located in Brazos County, Texas by the residents of the unincorporated areas of Brazos County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control.

8. The Shelter agrees that it will make its Facility available to the County during its open hours and during periods of closure for the purpose of delivering animals to the Shelter.

9. The Shelter agrees to provide to the County on or before the 15th of each month during the term of this Agreement a statement of the number of dogs, cats and miscellaneous animals received by the Shelter from the County or otherwise retrieved from Brazos County, and the number of dogs and cats issued County tags since the 15th of the preceding calendar month.

10. The Shelter agrees to provide an invoice to the County in accordance with the payment terms outlined in Section 2 of this agreement. Invoices shall be remitted to the following email address:

accountspayable@brazoscountytx.gov

11. The County reserves the right to require an audit of the records of the Shelter at any time deemed necessary for the limited purpose of verifying the number of animals registered or licensed and the number of animals attributable to the County and the length of stay of each such animal.

12. It is mutually agreed that the Shelter shall provide facilities for rabies observation for at least six (6) dogs and eight (8) cats. Animals delivered to the Shelter by the County for rabies observation shall be isolated for a period of time in accordance with State law.

13. In the event animals are being held by the Shelter as a result of a cruelty, seizure or a legal hold has been placed upon the animals as a result of a criminal prosecution, the County shall reimburse the Shelter for any veterinarian invoices and medical bills incurred by the Shelter until the Court either awards the animal to the Shelter, orders it destroyed or orders it returned to its owner. The County shall not be liable for these costs in the event a court of competent jurisdiction orders the animal owner to pay such costs.

14. Shelter shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability.

Worker's Compensation insurance shall be at statutory limits, including employer's liability coverage at minimum limits of $500,000.00 each accident. Such policy will contain a waiver of subrogation in favor of the County.

The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of $1,000,000.00 per occurrence and shall name the County as an additional insured.

Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than $1,000,000.00 on all self-propelled vehicles used in connection with the animal control operation, whether owned, non-owned or hired.

Copies of certificates evidencing such insurance as herein required shall be sent to the County for its records.

The Shelter agrees, to the extent allowed by law, to indemnify and hold harmless the County from all claims, damages, or causes of action which might arise from any obligations of Shelter as outlined herein, and Shelter specifically agrees to indemnify the County against all claims, damages or causes of action which might arise as a result of acts, omissions County for respondent superior or vicarious liability, arising out of Shelter's obligations under this Agreement.

15. The Shelter shall at all times in performance of its Agreement be considered as an independent contractor. Such status shall apply to all of the Shelter's officers, agents, and employees and in no event shall the Shelter's officers, agents or employees be considered an employee of the County.

16. In the event the County fails to remit to the Shelter the fees due hereunder, the County shall be in default. The Shelter shall terminate the Agreement for non-payment of fees if the County has not cured the default after thirty (30) day written notice.

17. TAX EXEMPT STATUS: As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

18. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

19. DISPUTE RESOLUTION: The dispute resolution process provided in Chapter 2009, Texas Government Code, and the related rules adopted by the Attorney General pursuant Chapter 2009, shall be used by County and Shelter to attempt to resolve any claim for breach of contract made by Shelter that cannot be resolved in the ordinary course of business. Shelter shall submit written notice of a claim of breach of contract under this Chapter to the County Attorney – Civil Division of Brazos County, who shall examine Shelter's claim and any counterclaim and negotiate with Shelter in an effort to resolve the claim.

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

20. AUDITS: All records relating to the service provided under this Agreement and supporting documentation for invoices submitted to County by the Shelter shall be retained and made available by the Shelter for audit by County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Shelter and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Shelter shall comply with such changes. County shall inform the Shelter in writing of the retention periods established by State and federal law applicable to such records and shall provide written notice if changes occur to such retention requirements. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Shelter shall retain such records until the audit is concluded, and all issues resolved. Shelter shall provide County with copies of such audits that are conducted with respect to the Agreement.

21. AUDIT RESPONSIBILTY: The Shelter shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local

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

22. This Agreement is not assignable by either party.

23. This Agreement shall be for a term of one year commencing on October 1, 2025 and terminating on September 30, 2026. Either party may cancel this Agreement upon thirty (30) days written notice to the non-cancelling party.

24. SEVERABILITY: In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

IN WITNESS WHEREOF, the said County and the said Shelter have hereunto caused their representative corporate names and seals to be hereunto subscribed and affixed by their representative officers first thereunto duly authorized as of the date hereinabove first written.

ATTEST:

Karen McQueen

Karen McQueen, County Clerk

By: Ashley Peters Bowman
Chief Deputy

BRAZOS COUNTY, TEXAS

Kyle Kacal, Acting County Judge

9/30/25

Date

AGGIELAND HUMANE SOCIETY

Katrina Ross, Executive Director

9·10·2025

Date

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Aggieland Humane Society

Authorized Company Representative: Katrina Ross

Address: 8789 W. Henry Prairie Rd
Hearne TX 77859

Signature: K Ross

Date: 9.10.2025

Contract #: 26-010

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1366260

Date Filed:
09/22/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Aggieland Humane Society
Bryan, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Brazos County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
26-010
Animal Sheltering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Katrina Ross, and my date of birth is [redacted].

My address is 8789 W. Henry Prairie Rd., Hearne (city), TX (state), 77859 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 22 day of September (month), 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BIG BROTHERS BIG SISTERS OF BRAZOS VALLEY

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners hereinafter referred to as ("County") and **BIG BROTHERS BIG SISTERS OF SOUTH TEXAS SERVING THE BRAZOS VALLEY**, hereinafter referred to as ("BBBS") a non-profit organization dedicated to the improvement of Brazos County, and is effective October 1, 2025.

RECITALS:

WHEREAS, BBBS conducts the oldest, largest and most effective youth mentoring organization in the United States. It has been the leader in one-to-one youth service for more than a century, developing positive relationships that have a direct and lasting impact on the lives of young people; and

WHEREAS, BBBS serves children, ages 6 through 16, in communities across the country – including Brazos County; and

WHEREAS, BBBS seeks to help Brazos County children reach their potential through professionally supported, one-to-one relationships with measurable impact by providing successful mentoring relationships for all children who need and want them, contributing to better schools, brighter futures, and stronger communities for all; and

WHEREAS, to accomplish the above stated public purposes, BBBS recruits, screens, trains, and matches adult mentors with Brazos Valley youth who desire a mentoring relationship; and

WHEREAS, the County desires to assist BBBS in their efforts to promote the public purpose of providing successful mentoring relationships for all children who need and want them, contributing to better schools, brighter futures, and stronger communities for all; and

NOW, THEREFORE, both parties agree to the following terms and conditions:

AGREEMENT

1.
FUNDING

The County, for and in consideration of the services provided to County, hereby agrees to pay BBBS a total payment of **$40,000.00** (Funds") for the year beginning **October 1, 2025 and ending September, 30, 2026. Payment of such sum will be**

paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.

2.
TERM OF AGREEMENT

This Agreement shall be for a term of twelve (12) months commencing on the **1st day of October 2025** and terminating on the **30th day of September 2026**.

3.
ACCOUNTING AND AUDIT

BBBS will provide, no later than March 31, 2026 and August 31, 2026, a detailed account of how the Funds were expended in comportment with this Agreement. BBBS agrees to furnish any information requested by the County Auditor, including documentation of the use of Funds received from the County. In the event it is determined by Brazos County Commissioners Court that the Funds provided herein by the County to BBBS have not been expended in comportment with this Agreement, this Agreement shall automatically terminate and BBBS may be required to return to the County such Funds that were not properly expended.

BBBS agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. BBBS agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. BBBS agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. BBBS agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to BBBS under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of BBBS. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in BBBS annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by BBBS.

4.
RECORD RETENTION

BBBS shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with federal and state law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting BBBS with funding.

5.
INDEMNITY

The parties agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

6.
INSURANCE

The parties hereto agree that BBBS shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations funded herein.

7.
COUNTY INVOLVEMENT

The County and BBBS state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest direct or indirect, in this Agreement.

8.
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

9.
NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it certified mail to the other party at the following addresses:

Big Brothers Big Sisters
Denise Barkhurst
315 Tauber St.
College Station, TX 77840

Brazos County
c/o Commissioners Court
200 S. Texas Ave. No. 310
Bryan, Texas 77803

10.
IMMUNITY

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

11.
FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

12.
SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

13.
ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

14.
ASSIGNABILITY

This Agreement is not assignable by the BBBS without the prior written consent of the County.

WITNESS OUR HANDS this 15 day of September, 2025.

BIG BROTHERS BIG SISTERS OF SOUTH TEXAS

Denise Barkhurst, Authorized Representative

BRAZOS COUNTY, TEXAS

Kyle Kacal, Acting County Judge

ATTEST:

Karen McQueen, Brazos County Clerk

By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Big Brothers Big Sisters of Brazos Valley

Authorized Company Representative: Denise Barkhurst

Address: 308 College Main Street

College Station, TX 77840

Signature: DBarkhurst

Date: September 15, 2025

Contract #: 26-013

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363126

Date Filed:
09/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Big Brothers Big Sisters of South Texas, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-013
Youth Mentoring

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Denise Barkhurst, and my date of birth is [redacted].

My address is 2231 Opal Creek Drive, San Antonio (city), TX (state), 78232 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 15 day of September (month), 2025 (year).

D Barkhurst

Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC.

THIS AGREEMENT FOR FUNDING ("Agreement") IS ENTERED INTO BY AND BETWEEN BRAZOS COUNTY, TEXAS, acting by and through its duly elected County Commissioners (hereinafter "County"), and the BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC. (hereinafter "Provider"), located at 3370 South Texas Avenue, Suite G, Bryan, Texas 77802, and is effective October 1, 2025.

RECITALS:

WHEREAS, Chapter 61 of the Health & Safety Code provides for Texas counties not served by a public hospital or hospital district to be the payor of last resort for basic health care for eligible indigent county residents; and

WHEREAS, Section 61.028 of the Health & Safety Code observes that basic services include family planning, laboratory, skilled nursing, physician and inpatient and outpatient hospital services; and

WHEREAS, the County is interested in promoting such care through the Provider which provides all or part of such basic services;

NOW, THEREFORE the parties above agree to provide such indigent health care under the following terms and conditions.

AGREEMENT

I. TERM

This Agreement shall continue in force and effect for a term of approximately twelve (12) months commencing on the 1st day of October 2025 and terminating on the 30th day of September 2026.

II. CANCELLATION

This Agreement may be canceled by any of the parties hereto upon sixty (60) days written notice as provided herein.

III. SERVICES TO BE PERFORMED BY PROVIDER

Provider shall provide the following services through trained, salaried staff to pregnant women who qualify for such services pursuant to the guidelines currently implemented for making such determination: interviews, lab work, physical exams, educational information, and medicine as needed (collectively, "Services").

IV. USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated below shall be used pursuant to the County's authority as set forth in Chapter 61 of the Texas Health & Safety Code.

V. COUNTY'S PAYMENT

The County agrees to fund the Provider the sum of **$87,500.00** ("Funds") for the term of this Agreement to be paid in quarterly installments on receipt of invoice and financial statements and statistics listed below. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

VI. RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following Services pursuant to this Agreement:

1. All necessary application forms to potentially eligible individuals.

2. Obtaining and compiling information on each applicant for Provider Services with regard to residency and financial qualifications.

3. Maintaining this Agreement.

4. Providing of the Provider's Services.

5. Maintaining data files on clients and the Services provided thereto.

6. Respond to all and any inquiries by the County regarding the Provider and its Services.

7. Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners

Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.

8. Provider will provide financial statements to the County Auditor evidencing how County funds are spent. Provider will provide the data for each quarter prior to payment.

9. Provider will provide the County with any and all certified audits of Provider and the management letter prepared in connection therewith.

10. Provider will provide the Court with statistics evidencing the number of Brazos County residents using the Provider's Services and the percentage Brazos County residents comprise of the total population using Provider's Services. Provider will provide the data for each quarter prior to payment.

VII. RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its Services and all financial records of the Provider. The Provider agrees to maintain and make available for inspection by the County upon request consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the Provider with funding. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County, if requested.

VIII. DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, 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; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

IX. INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the Services stated herein and for any damage to any person resulting from any act or omission or negligence on the part of each party hereto.

X. INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

XI. COUNTY INVOLVEMENT

The County and Provider state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, either direct or indirect, in this Agreement.

XII. GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

XIII. NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, registered mail to the other party at the following addresses:

BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC.
3370 South Texas Ave, Suite "G"
Bryan, Texas 77802

BRAZOS COUNTY COMMISSIONERS COURT
200 South Texas Avenue, Suite 310
Bryan, Texas 77803

XIV. FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents, which may be necessary to carry out the provisions of this Agreement.

XV. NO WAIVER OF IMMUNITY

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability by Brazos County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

XVI. SEVERABILITY

In the event that any of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

XVII. ASSIGNABILITY

This Agreement is not assignable by the Provider without the prior written consent of the County.

XVIII. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

Executed in duplicate, each of which shall have the full force and effect of an original.

DATED this 30 day of SEPTEMBER, 2025.

Brazos County

By: _____
Kyle Kacal, Acting Brazos County Judge

ATTEST:

By: Karen McQueen
Karen McQueen, Brazos County Clerk
By: Ashley Gates-Bowman
Chief Deputy

Brazos Maternal & Child Health Clinic, Inc.

By: Lynn Yeager
Lynn Yeager, Executive Director

By: Yvette de la Torre
Yvette De La Torre, President

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos Maternal & Child Health Clinic, Inc

Authorized Company Representative: Lynn Mary Yeager

Address: 3370 S. Texas Ave Ste G

Bryan TX 77802

Signature: Lynn Mary Yeager

Date: 09-15-2025

Contract #: 26-034

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362675

Date Filed:
09/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brazos Maternal & Child Health Clinic, Inc (The Prenatal Cli
BRYAN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-034
Prenatal medical care and health education to low-income pregnant women

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lynn Clary Yeager, and my date of birth is [redacted].

My address is 2909 Braeburn, Bryan (city), TX (state), 77802 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of West Texas, on the 12 day of Sept (month), 2025 (year).

Lynn Clary Yeager
Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY VETERANS MEMORIAL

THIS AGREEMENT FOR THE FUNDING ("Agreement") is made and entered into by and between BRAZOS VALLEY VETERANS MEMORIAL, a private nonprofit corporation chartered by the State of Texas, acting by and through its duly authorized agent(s) and officer(s), hereinafter referred to as ("BVVM"), and Brazos County acting by and through its Commissioners Court, duly authorized to act, hereinafter referred to as ("County").

RECITALS:

WHEREAS, BVVM provides a public art memorial for residents and non-residents of the County to have a dignified place of recognition for the service and sacrifices made while in the uniformed services of this great nation and also provides an educational venue to teach our children about those sacrifices; and

WHEREAS, the Commissioners Court of Brazos County finds that the memorial and grounds constitute a museum and/or recreational area; and

WHEREAS, the County may provide funding to construct and/or maintain a museum and/or recreational park or facility; and

WHEREAS, such activity serves a public purpose.

NOW, THEREFORE, COUNTY and BVVM hereby agree as follows:

1.

BVVM through its funding and support shall operate and maintain a memorial for all veterans.

2.

County, for and in consideration of the services provided to County, hereby agrees to pay to BVVM a total payment of Thirty Thousand and No/100 Dollars, **$30,000.00** ("Funds") for the year beginning **October 1, 2025** and ending **September 30, 2026.** Payment of such sum will be

paid upon receipt of invoice and report on how funds were spent the previous year. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

3.

BVVM agrees to provide an annual account of how the Funds were spent to meet the above-described services. BVVM agrees to furnish any information requested by the County Auditor, including documentation of the use of funds received from the County.

4.
ACCOUNTING AND AUDIT

BVVM agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. BVVM agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. BVVM agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. BVVM agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the BVVM under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the BVVM.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

5.
RECORD RETENTION

The BVVM shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with Federal and State law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the BVVM with funding. Such

records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

6.
INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

7.
INSURANCE

The parties hereto agree that the BVVM shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations funded herein.

8.
COUNTY INVOLVEMENT

The County and BVVM state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest direct or indirect, in this Agreement.

9.
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

10.
NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos Valley Veterans Memorial
P.O. Box 11055
College Station, Texas 77842

Brazos County Commissioners Court
200 South Texas Ave. No. 310
Bryan, Texas 77803

11.
FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

12.
SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

13.
ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreements, which are not fully expressed herein.

14.
ASSIGNABILITY

This Agreement is not assignable by the BVVM without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos Valley Veterans Memorial, Inc.

By: _____
President

Name(print): MICHAEL A. BOTTIGLIERO

Date: 1st September 2025

Brazos County, Texas

By: _____
Kyle Kacal, Acting County Judge

Date: 9/30/25

Attest: _____
Karen McQueen, County Clerk
By: _____
Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos Valley Veterans Memorial

Authorized Company Representative: Michael Bottiglieri

Address: P.O. Box 11055

College Station, TX 77842

Signature: Michael Bottiglieri

Date: 18 September 2025

Contract #: 26-022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365388

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brazos Valley Veterans Memorial
College Station, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-022
FY 26 funding to support America 250 Celebration

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Benjamin Roper, and my date of birth is [redacted].

My address is 5449 Prairie Dawn Ct, College Station (city), TX (state), 77845 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 18 day of Sept. (month), 2025 (year).

Benjamin Roper
Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
GREATER BRAZOS PARTNERSHIP

THIS FUNDING AGREEMENT ("Agreement") is effective October 1, 2025 by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County"), and the **GREATER BRAZOS PARTNERSHIP**, a Texas non-profit corporation (hereinafter referred to as "GBP").

RECITALS:

WHEREAS, the Commissioners Court of Brazos County desires to stimulate business and commercial activity in the County; and

WHEREAS, the County wishes to contract with GBP as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to administer the County's program for local economic development (herein the Brazos County Economic Development Program); and

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and

WHEREAS, it is important to the County to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and

WHEREAS, GBP is an agency with specific expertise in the field of economic development and administering governmental economic development guidelines; and

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and GBP agree as follows:

AGREEMENT:

ARTICLE 1
Qualifications of the GBP

1.1 The GBP represents that:

(a) The GBP is a non-profit entity that is authorized and experienced in the administration and furtherance of economic development programs in all or a portion of the County;

(b) The GBP has expertise and skills to attract new businesses to the County, to encourage the expansion of existing businesses in the County, or to retain existing businesses in the County, pursuant to the County's economic development guidelines and Chapters 311, 312 and Sections 381.003 and 381.004 of the Texas Local Government Code;

(c) The GBP shall cooperate with and use the services of the Texas Economic Development & Tourism Office.

ARTICLE 2
Statement of Work

2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry.

2.2 Attending Events. The County Judge or their designees shall have the right to attend Agency events or promotional programs as representatives of the County at no additional cost to the County.

ARTICLE 3
Definitions

3.1 "County" means County of Brazos, State of Texas.

3.2 "Agency" means the Brazos Valley Economic Development Corporation, a Texas Non-Profit Corporation.

3.3 "Program Projects" means uses of the Incentive Funds, or a portion thereof, as approved by the County, to provide incentives or assistance to businesses/employers which results in the public purpose of economic development, diversification, expansion, and employment opportunities,

3.4 "Program Standards" means standards that an employer/business must meet to qualify for Incentive Funds.

3.5 "Financial records" means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

3.6 "Project Performance Standards" means individual performance terms and requirements established by agreement between the County and any employer/business to receive Incentive Funds.

ARTICLE 4
Term

4.1 The term of this Agreement is for one (1) year, being effective as of October 1, 2025, and ending on September 30, 2026, (the "Present Term"), unless earlier terminated as provided herein.

4.2 Either party may terminate this Agreement on sixty (60) days prior written notice to the others.

4.3 Upon receipt of any termination, the County agrees to continue funding a project recruited by the GBP that had been previously approved by the County as evidenced by a tax incentive agreement approved by the Brazos County Commissioners Court.

ARTICLE 5

Administration Services

5.1 GBP agrees to provide all administrative services necessary to administer the County's Economic Development Program and program standards set forth herein.

5.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, the administrative services to be provided include, but are not limited to:

(a) corresponding with and negotiating with potential or existing business/employers for Program Projects that will develop, diversify and/or expand the Brazos County economy, develop or expand transportation or

commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County.

(b) establishing Project Performance Standards for each Program Project that are consistent with the County directive;

(c) obtaining contracts between the County and businesses/employers for Program Projects whereby the business/employer agrees to meet the County's Project Performance Standards, and which provide assurances that the County's Project Performance Standards will be met; and

(d) compliance with all requirements of this Agreement.

ARTICLE 6
Payment

6.1 The GBP shall receive the sum of Three Hundred Fifty Thousand and No/100 Dollars **($350,000.00)** as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). County shall pay such sum on a monthly basis by paying the GBP one-twelfth (1/12) of the total sum referenced above. **Payment will be remitted upon receipt of invoice. Invoice shall be submitted to the accountspayable@brazoscountytx.gov email address.**

ARTICLE 7
Accounting, Records, and Reports

7.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee timesheets, and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the County's accounting practices.

7.2 **Written Records.** Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. County's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

7.3 **Access to Records.** Agency shall provide the County reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Agency understands and accepts that all such financial records and any other records relating to this

Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

7.4 **Quarterly Reports.** Agency shall submit the following to the County on a quarterly basis as provided in this Agreement:

a) Financial Activity Report
b) Narrative Summary of Activity Report
c) Performance Measure Report

- Agency shall respond promptly to any request from the County Judge or his designee, for additional information relating to the activities performed under this Agreement.

7.5 **Reports.** The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the County within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

7.6 **Financial Audit.** A copy of the Agency financial audit shall be made available to County no later than thirty (30) days following Agency's receipt of same.

7.7 **Monitoring Review.** The County shall conduct a monitoring review of the Agency as deemed necessary by the County to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. County shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

7.7 **Independent Audit.** If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the GBP annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the GBP.

7.8 **Presentation.** Agency shall make an annual incentives compliance report presentation to the Commissioners Court between October 1st and October 31st of each calendar year. Agency shall also present to the Commissioners Court as requested by the County Judge or his designee.

ARTICLE 8
Agency Board of Directors

8.1 **Agendas.** Agency shall provide the County with an agenda of all monthly Executive and special Board meetings five (5) days before the meeting with

information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the County of a special meeting.

8.2 **Minutes.** Agency shall submit minutes of each monthly Executive Board meeting and Advisory Board meeting to the County. Minutes shall be submitted along with the Quarterly Reports to the County.

8.3 **Appointees.** Appointees to the GBP Board on behalf of the County shall be outlined in the Agency bylaws.

ARTICLE 9
Miscellaneous Terms

9.1 **Notice.** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or another reliable courier.

Notice to the County shall be sent to:

Kyle Kacal, Acting County Judge
Brazos County Administration Bldg.
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Notice to the GBP shall be sent to:

Greater Brazos Partnership
1716 Briarcrest Dr. Suite 714
Bryan, Texas 77802

9.2 **Severability.** In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

9.3 **Amendment.** During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each party.

9.4 **Assignment.** This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

9.5 **Not Joint Venture:** Independent Contractor. The parties agree that this is not a joint venture, partnership or employee-employer relationship and that neither party

shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the GBP shall be considered an independent contractor agent for the sole and limited purpose only of administering the County's economic development guidelines and program project standards pursuant to the grants of authority given the County under Chapter 311, 312 and 381 of the Texas Local Government Code.

9.6 **Applicability of Texas Law.** The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.

9.7 **Venue.** The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.

9.8 **Entire Agreement and Binding Authority.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents, and assigns.

9.9 **Waiver.** No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

BRAZOS COUNTY, TEXAS

By: _____
Kyle Kacal, Acting County Judge

GREATER BRAZOS PARTNERSHIP, a Texas non-profit corporation

By: _____
Salman Khan, Interim President/CEO

Attest:

By: _____
Karen McQueen, County Clerk
By: _____
Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Greater Brazos Partnership

Authorized Company Representative: Salman Khan

Address: 714 - 1716 Briarcrest Drive, Bryan, TX, 77802

Signature: [signature]

Date: Sept 22, 2025

Contract #: 26-027

	FY26 Budget
Income	
4100 Brazos County - OP	350,000
4101 City of Bryan - OP	350,000
4102 City of College Station - OP	350,000
4103 TAMU Partnership	350,000
4104 Invest Greater Brazos	325,000
4111 IGB Event Sponsorship	25,000
4119 PERC	
4124 Executive Luncheon	
4185 TCE - Mkt	40,000
4190 TEES Texas Defense Aerospace Manufacturing DOD Award	25,000
4190 TEES Advanced Robotics Manufacturing Workforce Award	25,000
4200 Interest Income - Operating	80,000
Total Income	**1,920,000**

Code	FY26 Budget
Conference and Training	
President/CEO	8,000
VP Economic Development	8,000
Training for employees - $2500 per employee	0
TOTAL Conference and Training	**16,000**
Technology	
Photocopier - Ubeo	8,000
IT Agreement -	21,000
Tech Equipment	20,000
IT Subscriptions	45,040
TOTAL Technology	**94,040**
Professional Services	
Bruchez & Goss	8,000
Seidel Schroeder	15,000
TDC	26,040
G&A	5,000
Hance Scarborough	90,000
Ryan	12,000
Business Insurance	2,000
Other Insurances	4,000
Drift (or other provider) Website maintenance	2,000
TOTAL Professional Services	**164,040**

Office Expenses	
WIFI - Internet	1,200
Supplies	7,000
Rent - GCE (includes taxes)	69,000
Office repairs and maintenance	0
Office sprucing	1,500
Telephone	2,100
Shipping	1,100
Printing	7,002
Postage	1,000
ED Suite	
TOTAL OFFICE EXPENSES	**89,902**

Administrative Cost	
Salaries	754,876
Admin payroll fee	16,100
Contractor Fee - Jillian Ryan	132,000
FY25 Healthcare stipend	10,000
Payroll Taxes	62,163
Health Insurance	40,344
Life Insurance + Dental + Vision	5,790
Retirement Expense	58,650
Background check	8,386
TOTAL Administrative Cost	**1,088,309**

Business Development / Marketing	
Business Development	130,000
IGB Prospecting	10,000
BR&E Program	
RFI Responses	
Sites Visits	60000
Domestic and International Business Trips	40,000
International Mission Trip	
Business Conference	
Advertising/Sponsorship	23000
IGB + Advisory (4 IGB Breakfast + 4 Advisory Meetings)	27574
TOTAL Business Development / Marketing	**290,574**

Community Service Contracts	
SBDC Match Funds	111,000
PERC -	30,000
Texas A&M New Ventures Competition	15,000

Midway to the Future	*0*
TOTAL Community Service Contracts	***156,000***
Professional Membership Dues	
THBI - TEDC - TXEDC - IEDC- - Site Selector Guild	*20,420*
TOTAL Professional Membership Dues	***20,420***
Subscriptions	
WSJ - Business Journals - National Observer - Sites of Texas - Tex Ags	*715.00*
TOTAL Subscriptions	***715.00***
	1,920,000

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1366658

Date Filed:
09/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Greater Brazos Partnership
BRYAN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Greater Brazos Partnership

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-027
Economic Development

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Salman Khan, and my date of birth is [redacted].

My address is 714, 1716 Briarcrest Drive, Bryan (city), Tx (state), 77802 (zip code), Brazos (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Tx, on the 22 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
JUNCTION FIVE-O-FIVE

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between Junction Five-O-Five ("Junction"), a Texas non-profit corporation, and Brazos County, Texas ("County") a political subdivision of the State of Texas and is effective for all purposes as of October 1, 2025. ("Effective Date").

WHEREAS, Brazos County, Texas acting by and through its duly elected Commissioners Court and Junction Five-O-Five, executed an Independent Contract Agreement dated November 17, 1992, for the establishment and management of recycling centers in Brazos County; and

WHEREAS, the County is authorized to expend general revenue funds for the purpose of public health and sanitation; and

WHEREAS, the County has determined it is in the interest of the public to support Junction through assistance with funding.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

A. Term of the Agreement

The term of this Agreement is for a period of one (1) year, which shall commence on October 1, 2025 and end on September 30, 2026 (the "Contract Term"). At the conclusion of the Contract Term, the Agreement may be renewed upon the agreement of all Parties for an additional term of one (1) year on the same terms and conditions as provided herein.

B. Obligations of Junction Five-O-Five

The obligation of Junction is to provide the County with recycling services for each of the following sites described below:

1. Site 1 located on Kathy Fleming Road
2. Site 2 located on FM 2038 S. (Copperhead Road)
3. Site 3 located on State Highway 30
4. Site 4 located on Raymond Stotzer Pkwy (FM 60)
5. Site 5 located on Mumford Road
6. Site 6 located on Silver Hill Road

C. Obligations of Brazos County

The County shall pay Junction in the sum of three thousand two hundred and ninety-nine dollars and forty cents ($3,299.40) per month, per site for a total monthly sum of nineteen thousand seven hundred ninety six dollars and forty two cents ($19,796.42) for services rendered by

Junction. **Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

D. Miscellaneous

1. Annual Approval. The obligations of Junction and the County under this Agreement are subject to annual approval by the governing bodies of each entity.
2. Term. This Agreement shall continue in force for one (1) year from the Effective Date.
3. Audit. No more frequently than once per calendar year, County shall have the right to inspect through its auditor, at Junction's sole expense, the records of the Junction Five-O-Five program on reasonable advance written notice and during Junction's regular business hours. Such records shall be maintained for a period of at least one (1) year from the date of creation of such record.
4. Severability. In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.
5. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in Junction Five-O-Five. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
6. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement and supersedes any prior understandings or written or oral agreements between the parties.
7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
8. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
9. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
10. Interpretation. The parties acknowledge that each has had the assistance of counsel in the review of this agreement, no one party is to be deemed the author of the agreement, and ambiguities shall not be resolved against any party. The caption headings of this Agreement are for reference only and shall not affect its interpretation. This Agreement is entered into for the exclusive benefit of the parties hereto and not for any other third parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies under this Agreement.

11. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.
12. Public Information Act. The parties acknowledge and agree that County may be subject to the Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "PIA").
13. Governmental Immunity. This Agreement is expressly made subject to Brazos County's governmental immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
14. Fiscal Funding Clause. Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Any person or entity directly or indirectly employed by Junction shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may provide funds from a separate source or may terminate this Agreement by written notice to Junction at least thirty (30) days in advance of such termination.

EXECUTED this 30 day of SEPTEMBER, 2025.

BRAZOS COUNTY

Kyle Kacal, Acting County Judge

JUNCTION FIVE-O-FIVE

Jennifer Patridge, Director

ATTEST:

Karen McQueen, County Clerk
By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Junction Five-O-Five

Authorized Company Representative: Jennifer Patridge

Address: 4410 College Main

Bryan TX 77801

Signature: JPatridge

Date: 9/16/25

Contract #: 26-029

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363803

Date Filed:
09/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Junction Five-O-Five
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-029
Management of six waste collection sites in Brazos County.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jennifer Patridge, and my date of birth is [redacted].

My address is 3807 Valley Oaks Dr, Bryan (city), TX (state), 77802 (zip code), Brazos (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 16 day of September (month), 2025 (year).

JPatridge
Signature of authorized agent of contracting business entity
(Declarant)

Junction Five-O-Five
Board of Directors
August 2025

Heath Poole – President
(Jan 2025 - Dec 2027)
2430 Stone Castle Circle
College Station, TX 77845
979-690-2824 (home) 979-255-6079 (cell)
hpoole@ChadJonesLaw.com

Louie Rogers – Vice President
(Jan 2025 - Dec 2027)
3835 Westfield Drive
College Station, Texas 77845
979-775-7171(work)
979-690-5307 (home) 979-676-1948 (cell)
rogersatm@yahoo.com

Danielle Fifer – Treasurer
(Jan 2025 - Dec 2027)
1660 Briarcrest Drive
Bryan, TX 77802
979-599-7112 (work) 979-255-3192 (cell)
danielle.fifer@truist.com

Shantina R. Dixon – Secretary
(Jan 2025 – Dec 2027)
9257 Brookwater Circle
College Station, TX 77845
979-220-7884 (cell) 979-823-1279 (home)
shantina.dixon@bryanisd.org

Holly Bockelmann
(Jan 2025 – Dec 2027)
1108 Ashburn Avenue
College Station, TX 77840
979-324-9517 (cell)
hollybockelmann@gmail.com

Chad Jones
(Jan 2025 – Dec 2027)
PO Box 6464
Bryan, TX 77805
979-823-7300 (work)
Jones@ChadJonesLaw.com

Jennifer Patridge – Executive Director
3807 Valley Oaks Drive
Bryan, TX 77802
979-846-3670 (work) 979-204-3981 (cell)
jennifer@junction505.org

Nikki Stutts
(Aug 2025-Dec 2027)
PO Box 3069
Bryan, TX 77805
979-220-5510 (cell)
nikkistuttsrealtor@gmail.com

Cassie Bobbitt
(Jan 2025- Dec 2027)
P.O. Box 9037
College Station, Texas 77842
979-575-0858 (cell)
cassie@globaleventgroup.com

Marci Kuver
(Jan 2025 – Dec 2027)
5005 Commonwealth Ct
College Station, Texas 77845
979-739-3023 (cell)
marcikuver@gmail.com

Susan Barnes
(2023-2025)
1121 Ursuline Ave.
Bryan TX 77803
979-229-8213 (cell)
susanbarnes970@gmail.com

Carol Nichols
(2023-2025)
1317 Angelina Ct
CS TX 77840
979-224-1512 (cell) 979-693-2517 (H)
cj3nichols@gmail.com

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
KEEP BRAZOS BEAUTIFUL, INC.

This Agreement for Funding is by and between Brazos County, hereinafter referred to as ("County") and KEEP BRAZOS BEAUTIFUL, Inc. hereinafter referred to as ("Keep Brazos Beautiful") a non-profit organization ("Agreement").

RECITALS

WHEREAS, Keep Brazos Beautiful is a volunteer environmental educational organization dedicated to contributing to the economic vitality, safety, health and quality of life in Brazos County through programs that educate and engage Brazos County citizens to keep our community clean, green, and beautiful, by preventing and cleaning up litter and illegal dump sites, recycling, minimizing waste, beautifying and improving their surroundings; and

WHEREAS, the Brazos County Commissioners Court is authorized to spend money from the County general revenues for public health and sanitation; and

WHEREAS, the prevention of public or private litter serves to improve the public health; and

WHEREAS, Keep Brazos Beautiful aids the County in accomplishing that purpose.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual consideration recited and acknowledged herein, the parties agree as follows:

AGREEMENT

1. Keep Brazos Beautiful shall provide services to the County as follows:

    A. Assist in educating area youth and adults in schools, museums, civic clubs, etc... on the importance of litter prevention, recycling, reuse, and buying recycled products, conservation of resources, the proper care and planting of trees and other plants, and other educational topics relevant to the mission of Keep Brazos Beautiful.

    B. Maintain an online resource page to assist in teaching about a variety of environmental issues.

    C. Provide positive environmental leadership and volunteer opportunities to Brazos County youth and adults.

    D. A Keep Brazos Beautiful employee, chosen by Brazos County, may, at its discretion, serve on the Solid Waste Advisory Committee of the Brazos Valley Council of Governments to promote environmentally sound waste management practices in the Brazos Valley.

    E. Perform an annual "Litter Index" survey of the County and provide the scores to the Commissioners' Court no later than October 31, 2025.

    F. Organize volunteers to assist in cleaning litter and illegal dump sites each spring throughout County.

G. Act as an information resource to citizens, law enforcement officials, prosecutors and the Commissioners Court about issues relating to litter and illegal dumping in Brazos County.

H. Promote the "Adopt a Road" and "Adopt a Highway" programs in the County.

I. Promote a "Memorial Trees Program" to plant trees in the County and assist in hosting an annual Arbor Day Celebration.

J. Plant wildflower seeds along public roadways in the County.

K. Educate the community on the need to recycle and to buy recycled products through the use displays, public speaking engagements, and the "Texas Recycle Day" events.

L. Act as a clearing house for information for area residents on recycling and provide information concerning Citizen Collection Stations in rural areas of the County as requested.

M. Assist in the publicity for the yearly Christmas tree and telephone book recycling as well as household hazardous waste collection events.

N. Provide positive reinforcement through a variety of award programs such as the Business and Residential Beautification Awards, Miller Youth Award, and Annual Environmental Awards.

O. Provide the calendar of events scheduled for the next fiscal year with the invoice.

2. The County, for and in consideration of the services provided to the County, hereby agrees to fund Keep Brazos Beautiful a total payment of **$15,000.00**("Funds") for the year beginning **October 1, 2025 and ending September 30, 2026. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

3. This Agreement shall be for a term of twelve (12) months commencing on **the 1st day of October 2025** and terminating on the **30th day of September 2026**.

4. Keep Brazos Beautiful agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Keep Brazos Beautiful agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Keep Brazos Beautiful agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Keep Brazos Beautiful agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to Keep Brazos Beautiful under prior Agreements.

5. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of Keep Brazos Beautiful. If an independent

financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Keep Brazos Beautiful annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Keep Brazos Beautiful.

6. Annual financial statements (audited if available) are due to County within six (6) months of completion.

7. Keep Brazos Beautiful shall submit a financial statement to the County annually.

8. All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

COUNTY:
Brazos County,
c/o Commissioners Court
200 South Texas Avenue, Ste, 310
Bryan, Texas 77803

KEEP BRAZOS BEAUTIFUL, INC.:
1713 Broadmoor, Ste. 302
Bryan, Texas 77803

9. It is understood and agree that the County's participation in Keep Brazos Beautiful is limited to the contribution of funds. County, at no time, shall be liable or responsible for acts of Keep Brazos Beautiful, its agents, or employees. Keep Brazos Beautiful at no time shall be liable or responsible for acts of the County, its agents, or employees.

10. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated.

11. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

In witness whereof, the parties hereto have caused the Agreement to be executed by their duly authorized representatives.

BRAZOS COUNTY

Kyle Kacal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen, County Clerk

By: Adrian Peters-Bowen
Chief Deputy

KEEP BRAZOS BEAUTIFUL, INC.

John J. Burrescia, Jr.
Board President(Print Name)

Signature

J. Brooke Arellano, Executive Director
Manager of Business Operations(Print Name)

Signature

Date: September 12, 2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363989

Date Filed:
09/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Keep Brazos Beautiful
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-030
26-030 Our Mission statement is to educate and engage Brazos County citizens to keep our community clean, green, and beautiful. 25- 030 Request for $15,000 annual funding

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is J. Brooke Arellano, and my date of birth is [redacted].

My address is 1713 Broadmoor Drive. #302, Bryan (city), TX (state), 77802 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 16 day of September (month), 20 25 (year).

J Brooke Arellano

Signature of authorized agent of contracting business entity
(Declarant)

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Keep Brazos Beautiful, Inc.

Authorized Company Representative: J. Brooke Arellano, Executive Director

Address: 1713 Broadmoor Drive. #302

Bryan, TX 77802

Signature: J Brooke Arellano

Date: September 12, 2025

Contract #:

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF BRAZOS VALLEY

This Agreement for Funding ("Agreement") is by and between **Brazos County, Texas** (hereinafter "County") and the **Mental Health Mental Retardation Authority of Brazos Valley,** (hereinafter "MHMR"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning **October 1, 2025** and ending **September 30, 2026.**

RECITALS

WHEREAS, MHMR is a public non-profit community center serving all residents of Brazos County with the administrative responsibility and authority to provide a continuum of mental health and mental retardation services through available resources to eligible individuals residing in Brazos County;

WHEREAS, to assist in accomplishing the above stated public purposes, MHMR coordinates activities of mental health and mental retardation coverage in Brazos County, Texas; and

WHEREAS, the County desires to assist MHMR in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental illness or mental retardation residing in Brazos County by contracting with MHMR for the period beginning **October 1, 2025** and ending **September 30, 2026**, for the specific services listed below;

NOW, THEREFORE, for and in consideration of the mental health, mental retardation to be provided to the County by MHMR, and in compliance with the terms of this Agreement and subject to other provisions of this Agreement, and all applicable laws, the parties agree as follows:

AGREEMENT

ELIGIBILITY CRITERIA:

This Agreement contemplates services provided to:

1. Individuals who permanently reside within Brazos County;

2. Who have been determined through the MHMR screening process to be in need of mental health or mental retardation services; and,

3. Who have been determined by MHMR in a fee assessment procedure to be unable to pay for the needed mental health or mental retardation services.

MHMR warrants that the eligibility determination (ability to pay or availability of any third party pay and residency eligibility) is the responsibility of MHMR and such determination shall be made by MHMR prior to, or at the time of the provision of services.

MHMR further warrants that Brazos County shall not be billed for and shall not provide reimbursement for any services provided by MHMR to non-residents of Brazos County or any

insured individuals with coverage for such services. MHMR will maintain records of insured status for all hospital admissions.

RESPONSIBILITIES OF BRAZOS COUNTY:

1. Pay to MHMR an (not to exceed) annual total reimbursement of **$478,708.00** ("Funds"), to be paid in quarterly installments as follows:

   a. $24,000.00 for Rehabilitative Case Management which includes psychiatric crisis related services, which is part of the local match requirement, and,

   b. $10,000.00 for TeleMed services, and

   c. $30,000.00 for crisis assessments and to facilitate jail diversion activities within the Brazos County Jail conducted by a Forensic Case Worker; and

   d. $16,000.00 for administrative support services.

   e. Brazos County Jail Behavioral Health Services as follows:

Position	Salary	FTE	Budgeted Salary	Fringe	Salary + Fringe	Justification
Psych NP	$139,675	0.6	$83,805	$25,142	$108,947	Psychiatric Eval and Med Mgt 3 days per week
LPC	$72,676	1	$72,676	$21,803	$94,479	Diagnostic Assessment
Case Worker	$47,193	2	$94,386	$28,316	$122,702	Pre-admission assessment; Follow-ups; crisis assessments; service coordination; transition liaison
Prog Supervisor	$50,082	0.2	$10,016	$3,005	$13,021	Administrative Oversight
Psychiatrist	$250,000	0.05	12500	$3,750	$16,250	Psych NP Supervision
			Sub-total		$355,398	
			Admin		$53,310	
			Total		$408,708	
					-25000	If everything is approved, then subtract current funding request for Psych Services in the jail.
			Total-->		$383,708	

   f. It is understood and agreed that the County Funds represented by the Agreement are for the period of **October 1, 2025** through **September 30, 2026** only, and will be paid wholly from funds available in that budget year and that no County funding for subsequent budget years is authorized or implied by this Agreement;

g. **Payment will be remitted upon receipt of invoice. Invoices should be submitted to the accountspayable@brazoscountytx.gov email address.**

RESPONSIBILITIES OF MHMR under this Agreement:

1. To provide the services according to the most recent MHMR Local Plan for the fiscal year covering this agreement and according to the most recent performance Agreement between MHMR and the Texas Department of State Health Services, including mental health services, mental retardation services, contracted residential services, specialized therapies and psychiatric inpatient services; and

2. It is understood and agreed that all County funds paid to MHMR under this Agreement shall only be expended by MHMR for the purpose authorized under this Agreement and should any amounts be expended for any other purpose, they shall not qualify for payment or reimbursement; and

3. Reporting Requirements:
   Prepare and submit to the County a copy of the quarterly written and itemized accounting of expenditures, income and mental health and mental retardation services performed by MHMR pursuant to this Agreement in the same format as the quarterly report submitted to the Texas Department of State Health Services;

TERM AND TERMINATION

1. Shall be effective from the period from **October 1, 2025** to **September 30, 2026** unless otherwise terminated prior to that time. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated. A party may also terminate its performance under this Agreement upon default by the other party. Default by the party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the thirtieth (30^{th}) day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said thirty (30) day period the defaulting party cures the default or (ii) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

2. In the event of termination MHMR agrees to return funds to County at a pro rata basis, based on a twelve (12) month calculation.

MISCELLANEOUS PROVISIONS:

Independent Contractor

The relationship of MHMR to the County shall be that of an independent contractor.

Parties in Interest

This Agreement shall bind and benefit the County and MHMR and shall not bestow any rights upon third parties.

Non-waiver

Failure of either party hereto to insist on the strict performance of any of the Agreement herein or to exercise any rights or remedies occurring there under upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

Notices

All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

County:
Brazos County Commissioners Court
County Administration Building
200 South Texas Avenue, Ste, 310
Bryan, Texas 77803

MHMR:
Bill Kelly,
Executive Director
1504 S. Texas Avenue
Bryan, Texas 77802

Audits

MHMR agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. MHMR agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. MHMR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. MHMR agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the MHMR under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of MHMR. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the MHMR annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the MHMR.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Entire Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

Indemnification and Compliance with Laws

MHMR shall defend, indemnify, and hold harmless the County from any and all damages, costs, claims, expenses, or liability arising out of or connected with any Accident, act, error, omission, representation or misrepresentation by the County or MHMR in performing the services or other acts to be performed under this Agreement. MHMR shall comply with all applicable governmental and professional requirements, regulations and/or standards in performance of services under this agreement.

Immunity

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

Severability

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

Signed this 30 day of SEPTEMBER, 2025.

Mental Health Mental Retardation Authority of Brazos Valley

Brazos County

By: _____
Bill Kelly, Executive Director

By: _____
Kyle Kacal, Acting Brazos County Judge

ATTEST:

_____
Karen McQueen
Brazos County Clerk
By: _____
Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: MHMR Authority of Brazos Valley

Authorized Company Representative: Bill Kelly

Address: 1504 S. Texas Ave.
Bryan, TX 77802

Signature: Bill K

Date: 9-15-2025

Contract #: 26-031

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363151

Date Filed:
09/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MHMR Authority of Brazos Valley
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-031
Provide full array of services to clients with serious and persistent mental illness and intellectual & developmental disabilities.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bill Kelly, and my date of birth is [redacted].

My address is 1504 S. Texas Ave, Bryan (city), TX (state), 77802 (zip code), Brazos (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 15 day of Sep (month), 2025 (year).

Bill K
Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
NORTH BRYAN COMMUNITY CENTER

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS,** acting by and through its duly elected County Commissioners hereinafter referred to as ("County") and the **NORTH BRYAN COMMUNITY CENTER,** hereinafter referred to as ("Center") a non-profit organization dedicated to the improvement of Brazos County, and is effective October 1, 2025.

RECITALS:

WHEREAS, the Center conducts youth programs and activities within Brazos County; and

WHEREAS, the purpose of the Center shall be to provide opportunities for youth to grow as productive citizens of our communities;

WHEREAS, the County recognizes that the Center serves a public purpose in educating the youth of our community and desires to support the Center through the provision of County funds.

NOW, THEREFORE, both parties agree to the following terms and conditions:

AGREEMENT

1. FUNDING

The Center will be funded by the County in the amount of **$50,000.00** ("Funds") for the term of this Agreement **to be paid in quarterly installments upon receipt of invoice. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

2. TERM OF AGREEMENT

This Agreement shall be for a term of twelve (12) months commencing on the 1st day of October 2025 and terminating on the 30th day of September 2026.

3. ACCOUNTING AND AUDIT

The Center will provide the County with annual financial statements and a 2025 independent financial audit by June 1, 2026.
Brazos County Commissioners Court requires that an independent financial audit be performed on the records of the Center for Calendar Year 2025. A management letter shall be prepared by the auditor as part of the process and a copy of said management letter shall identify issues that might not otherwise require disclosure in the Center annual

financial report, but which are of concern to or under the suggestion of the auditor. All costs and expenses associated with said audit will be solely paid for by the Center.

The Center will provide the County with quarterly statistics including the daily number of children attending the Center, daily number of activities provided, and the number of monthly activities provided. The statistics will be provided no later than 30 days after each quarter to receive payment. The Center agrees to furnish any information requested by the County Auditor, including documentation of the use of Funds received from the County.

In the event it is determined by Brazos County Commissioners Court that the Funds provided herein by the County to the Center have not been expended in comportment with this Agreement, this Agreement shall automatically terminate, and the Center may be required to return such Funds that were not properly expended. The Center agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Center agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. The Center agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Center agrees that County, or its designated representative shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Center under prior Agreements.

4. RECORD RETENTION

The Center shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with federal and state law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the Center with funding.

5. INDEMNITY

The parties agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

6. INSURANCE

The parties hereto agree that the Center shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations funded herein.

7. COUNTY INVOLVEMENT

The County and the Center state that to the best of their knowledge, no officer, agent, or employee of the County who exercise any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest, direct or indirect, in this Agreement.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement fare performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

9. NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail to the other party at the following addresses:

Brazos County Commissioners Court 200 S. Texas Ave., Ste. 310 Bryan, Texas 77803	North Bryan Community Center 705 N Houston Ave. Bryan, TX 77803

10. IMMUNITY

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

11. FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

12. SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements,

arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

14. ASSIGNABILITY

This Agreement is not assignable by the Center without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

North Bryan Community Center

By: Mattie Carter
Name: MATTIE CARTER
Title: BOARD PRESIDENT
Date: 9-14-2025

Brazos County, Texas

By: _____
Kyle Kacal, Acting County Judge
Date: 9/30/25

Attest: _____
Karen McQueen, County Clerk
By: _____
Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: North Bryan Community Center

Authorized Company Representative: Mattie Carter

Address: 705 N Houston St

Bryan, TX 77803

Signature: Mattie Carter

Date: 9-14-2025

Contract #: 979-219-3622

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1082303

Date Filed:
10/11/2023

Date Acknowledged:
10/26/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
North Bryan Community Center
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
North Bryan Community Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-060
The North Bryan Community Center is a tax-exempt organization under 501c3 of the Internal Revenue Code. The purpose of the Center is to provide a multipurpose center for the community.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
North Bryan Community Center	Bryan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mattie Carter, and my date of birth is [redacted]

My address is 1902 Shimla Court, Bryan (city), TX (state), 77807 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 14 day of Sept (month), 2024 (year).

Mattie Carter
Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
NATIONAL ALLIANCE ON MENTAL ILLNESS - BRAZOS VALLEY, INC.

This Funding Agreement ("**Agreement**") is by and between Brazos County, Texas (hereinafter "**County**") and the National Alliance on Mental Illness - Brazos Valley, Inc. (hereinafter "**NAMI**"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning **October 1, 2025** and ending **September 30, 2026**.

RECITALS

WHEREAS, NAMI serves all seven (7) counties of the Brazos Valley region;

WHEREAS, it is the mission of NAMI to promote mental health and wellness for families and those individuals affected by mental health disorders, combat the stigma of mental illness and advocate for improved social, vocational and treatment alternatives to support individual resilience, independence and well-being of those living in Brazos County; and

WHEREAS, NAMI provides peer lead educational programs, classes and support services, public policy advocacy and educational classes, and support services for families, friends and caregivers of persons living with mental health disorders ("**Services**"); and

WHEREAS, the County desires to assist NAMI in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental health disorders residing in Brazos County by contracting with NAMI for the period beginning **October 1, 2025** and ending **September 30, 2026**, for the specific services listed below;

NOW, THEREFORE, for and in consideration of the mental health, mental retardation to be provided to the County by NAMI, and in compliance with the terms of this Agreement and subject to other provisions of this Agreement, and all applicable laws, the parties agree as follows:

AGREEMENT

ELIGIBILITY CRITERIA

This Agreement contemplates Services provided to:

1) Individuals who permanently reside within Brazos County; and

2) Who have been determined through the NAMI screening process to be in need of mental health services.

RESPONSIBILITIES OF BRAZOS COUNTY

1) County, for and in consideration of the services provided to County, hereby agrees to pay NAMI an annual total amount of **$35,000.00** ("Funds") for the year beginning **October 1, 2025 and ending September 30, 2026. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

2) It is understood and agreed that the County Funds represented by the Agreement are for the period of **October 1, 2025** through **September 30, 2026** only and will be paid wholly from funds available in that budget year and that no County funding for subsequent budget years is authorized or implied by this Agreement.

3) Conduct a review of the NAMI's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the NAMI.

USE OF COUNTY FUNDS

Funds to be furnished to NAMI as stated herein be used to offset operational expenses of NAMI, including rent, telephone expenses, and office supplies.

RESPONSIBILITIES OF NAMI

NAMI will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;

2. Providing of Services;

3. Maintaining data files on clients and the Services provided thereto;

4. Respond to all and any inquiries by the County.

5. NAMI agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. NAMI agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. NAMI agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. NAMI agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County

provided funds to NAMI under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of NAMI. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in NAMI's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.

7. NAMI will provide the County with any and all certified audits conducted by NAMI and the management letter prepared in connection therewith;

8. NAMI will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using NAMI's Services. These statistics are due March 31, 2026 for the preceding six months and August 31, 2026 for the preceding five months.

RECORD RETENTION

The NAMI shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The NAMI agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the NAMI with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The NAMI shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The NAMI shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The NAMI agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the NAMI shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and NAMI state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos County Commissioners Court
County Administration Building
200 So. Texas Ave,. Suite 310
Bryan, Texas 77803

National Alliance on Mental Illness
Brazos Valley, Inc.
1713 E. Broadmoor, Suite 101
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the NAMI without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos County

KYLE KACAL, Acting County Judge

Date: 9/30/25

National Alliance on Mental Illness Brazos Valley, Inc.

Demetris Collier

DEMETRIS COLLIER, Executive Director

Date: 9/12/2025

ATTEST:

Karen McQueen

KAREN MCQUEEN, County Clerk

By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: National Alliance on Mental Illness - Brazos Valley

Authorized Company Representative: Demetris Collier, Executive Director

Address: 3705 S College Ave, Bryan, TX 77801

Signature: Demetris Collier

Date: 9/12/2025

Contract #: 26-032

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362660

Date Filed:
09/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
National Alliance on Mental Illness-Brazos Valley
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-032
Peer-led educational programs, support groups, advocacy efforts, and resources for individuals living with mental health conditions, as well as their families and caregivers.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Demetris Collier, and my date of birth is [redacted].

My address is 4714 Via Verde Way, Bryan, TX, 77807, US
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of TX, on the 12 day of September 2025
(month) (year)

Demetris Collier
Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
SCOTTY'S HOUSE CHILD ADVOCACY CENTER

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS,** acting by and through its duly elected County Commissioners (hereinafter "County"), and **SCOTTY'S HOUSE CHILD ADVOCACY CENTER** (hereinafter "Provider"), located in Bryan, Texas, and is effective October 1, 2025.

RECITALS

WHEREAS, the County has the objective of providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and exposure to violence; and

WHEREAS, the Provider shares this common goal with the County; and

WHEREAS, the County desires to assist the Provider in providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and violence. through funds provided by the County.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months commencing on the 1st day of October 2025 and terminating 30th day of September 2026.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

SERVICES TO BE PERFORMED BY PROVIDER

The Provider will provide the following services:

1. Forensic Services - forensic interviews and on-site medical examinations that minimize additional trauma to the child. A forensic interview is a structured conversation with a child intended to elicit detailed information about a possible event(s) that the child may have experienced or witnessed. Each child's interview

is conducted by a trained Forensic Interviewer in a child friendly environment. A recording of the interview with the child is made available to agencies involved, thus reducing the number of times the child must retell the story. The recording may then be used in court proceedings.

2. Advocacy Services – a Family Services Coordinator will work with each family to provide information and referral to community resources, follow-up medical testing and treatment, assistance with crime victims' compensation and any other need identified by the family.

3. Counseling Services - counseling is provided to children and their non-offending family members. Counseling can take shape in many forms: play therapy for younger children, art therapy, equine assisted psychotherapy, or support groups for children and their caregivers. Without counseling, children who are abused often experience severe social and psychological trauma that may including nightmares, hyper-vigilance, sleep difficulties, poor self-esteem, social isolation, increased use of drugs and alcohol, school failure, depression, and suicidal ideation.

4. Education & Outreach Services - provide educational programs to the Brazos Valley on a variety of topics pertaining to child abuse, services to victims of sexual assault and their families (collectively "Services").

USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated herein be used to offset operational expenses of the Provider, including rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County agrees to fund the Provider a maximum amount of money totaling **$29,250.00** ("Funds") for the term of this Agreement for the year beginning **October 1, 2025** and ending **September 30, 2026**. Payment of such sum will be paid upon receipt of invoice. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;

2. Providing of Services;

3. Maintaining data files on clients and the Services provided thereto;

4. Respond to all and any inquiries by the County.

5. Provider agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Provider. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Provider's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.

7. Provider will provide the County with any and all certified audits conducted by Provider and the management letter prepared in connection therewith;

8. Provider will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the Provider's Services. Statistics from October 1, 2024 through September 30, 2025 must be submitted prior to payment.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.

2. Conduct a review of the Provider's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the Provider.

RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Provider with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and Provider state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Scotty's House Child Advocacy Center
2424 Kent Street
Bryan, Texas 77802

Brazos County Commissioners Court
County Administration Building
200 So. Texas Ave., Suite 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements,

arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the Provider without the prior written consent of the County.

DATED this 30 day of SEPTEMBER, 2025.

Brazos County

Kyle Kacal, Acting County Judge

Scotty's House Child Advocacy Center

Cary Baker, Executive Director

ATTEST:

Karen McQueen, County Clerk
By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Scotty's House Brazos Valley Child Acvocacy Center, Inc.

Authorized Company Representative: Cary Baker

Address: 2424 Kent Street, Bryan, TX 77802

Signature: Cary Baker

Date: 9-22-2025

Contract #: 26-037

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1366713

Date Filed:
09/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scotty's House Brazos Valley Child Advocacy Center, Inc.
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-037
Scotty's House will provide forensic services, advocacy services, counseling services, and education and outreach services in Brazos County.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker, Cary	Bryan, TX United States	X	
Gonzalez, Ronnie	Bryan, TX United States	X	
Prince, Alison	Bryan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cary Baker, and my date of birth is [redacted].

My address is 2424 Kent Street, Bryan (city), TX (state), 77802 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 22 day of September (month), 2025 (year).

Cary Baker

Signature of authorized agent of contracting business entity
(Declarant)

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
SOUTH BRAZOS COUNTY FIRE DEPARTMENT, INC.

THIS AGREEMENT for the Funding of Fire Protection Service of South Brazos County ("Agreement") is hereby effective **October 1, 2025**, by and between the **SOUTH BRAZOS COUNTY FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

AGREEMENT

SCOPE

1. Department shall provide fire protection services to any person who requests it within the confines of South Brazos County, Precinct 1, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 2, 3 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.

3. Department will maintain firefighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

PAYMENTS

4. County shall pay Department the total sum of **$39,000.00** ("Funds") for the year beginning October 1, 2024 and ending September 30, 2025 upon receipt of invoice. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

5. The County shall make all payments to Department for these services from current revenues.

TERM AND TERMINATION

6. This Agreement term shall be from October 1, 2025 and terminate at 12:00 a.m. (C.S.T.) on September 30, 2026. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

Department: South Brazos County Fire Department, Inc.
P.O. Box 696
Millican, TX 77866
Attn: Mike Montgomery, Fire Chief

County: Brazos County Commissioners Court
200 South Texas Ave., Suite 310
Bryan, TX 77803

DEFENSE OF CLAIMS

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.

12. This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.

15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will

not constitute consent to or waiver of or excuse of any other, different, or subsequent breach.

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

INFORMATION FURNISHED BY RECIPIENT

17. Department agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Department agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Department agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which Brazos County provided funds to the Department under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Department. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

South Brazos County Department, Inc.

~~Mike Montgomery~~, Fire Chief
David Cooper

Date: 9/15/2025

Brazos County, Texas

Kyle Kacal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen, County Clerk
By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: South Brazos County ESD 1

Authorized Company Representative: David Cooper

Address: PO Box 501

Millican Tx 77866

Signature: [signature]

Date: 9/15/2025

Contract #: 936 306 2133

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT for the Funding of Fire Protection Service of District Two ("Agreement") is hereby effective **October 1, 2025**, by and between the **DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC., BRAZOS COUNTY, TEXAS** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

AGREEMENT

SCOPE

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 2, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 3 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.

3. Department will maintain firefighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

PAYMENTS

4. County shall pay Department the sum of **$39,000.00** ("Funds") for the year beginning October 1, 2025 and ending September 30, 2026 upon receipt of invoice. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

5. The County shall make all payments to Department for these services from current revenues.

TERM AND TERMINATION

6. This Agreement term shall be from October 1, 2025 and terminate at 12:00 a.m. (C.S.T.) on September 30, 2026. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

Department: **District Two Volunteer Fire Department, Inc, Brazos County Texas**
894 N. FM 2038
Bryan, TX 77808

County: **Brazos County Commissioners Court**
200 South Texas Ave., Suite 310
Bryan, TX 77803

DEFENSE OF CLAIMS

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.

12. This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.

15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will

not constitute consent to or waiver of or excuse of any other, different, or subsequent breach.

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

INFORMATION FURNISHED BY RECIPIENT

17. Department agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Department agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Department agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which Brazos County provided funds to the Department under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Department. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

District Two Volunteer Fire Department, Inc, Brazos County, Texas
Brazos County, Texas

President

Date: 9/19/2025

Kyle Kacal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen, County Clerk
By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

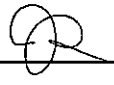
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos County District 2 VFD

Authorized Company Representative: James Travis Rollins

Address: 894 N. FM 2038

Bryan, TX 77808

Signature: 

Date: 9/19/2025

Contract #: _____

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS COUNTY PRECINCT 3 VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT for the Funding of Fire Protection Service of Precinct Three ("Agreement") is hereby effective **October 1, 2025**, by and between the **BRAZOS COUNTY PRECINCT THREE VOLUNTEER FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

AGREEMENT

SCOPE

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 3, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 2 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.

3. Department will maintain firefighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

PAYMENTS

4. County shall pay Department the sum of **$39,000.00** ("Funds") for the year beginning October 1, 2025 and ending September 30, 2026 upon receipt of invoice. **Invoice should be submitted to the accountspayable@brazoscountytx.gov email address.**

5. The County shall make all payments to Department for these services from current revenues.

TERM AND TERMINATION

6. This Agreement term shall be from October 1, 2025 and terminate at 12:00 a.m. (C.S.T.) on September 30, 2026. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

Department: **Brazos County Precinct Three Volunteer Fire Department, Inc.**
P.O. Box 5453
Bryan, TX 77805-5453
Attn: Rosa Bouchery, President

County: **Brazos County Commissioners Court**
200 South Texas Ave., Suite 310
Bryan, TX 77803

DEFENSE OF CLAIMS

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.

12. This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.

15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will

not constitute consent to or waiver of or excuse of any other, different, or subsequent breach.

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

INFORMATION FURNISHED BY RECIPIENT

17. Department agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Department agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Department agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which Brazos County provided funds to the Department under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Department. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

Brazos County Precinct Three Volunteer Fire Department, Inc.

Rosa Bouchery, President

Date: 9/22/2025

Brazos County, Texas

Kyle Kacal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen, County Clerk

By: Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos County Precinct 3 Volunteer Fire Department

Authorized Company Representative: Rosa Bouchery

Address: P.O. Box 5453, Bryan, TX 77805

Signature: Rosa Bouchery

Date: 9/22/2025

Contract #: 26-038C

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS COUNTY PRECINCT 4 VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT for the Funding of Fire Protection Service of Precinct Four ("Agreement") is hereby made effective October 1, 2025, by and between the **BRAZOS COUNTY PRECINCT FOUR VOLUNTEER FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

AGREEMENT

SCOPE

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 4, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 2 and 3 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.

3. Department will maintain firefighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

PAYMENTS

1. County shall pay Department the sum of **$39,000.00**("Funds") for the year beginning October 1, 2025 and ending September 30, 2026 upon receipt of invoice.

2. The County shall make all payments to Department for these services from current revenues.

TERM AND TERMINATION

3. This Agreement term shall be from October 1, 2025 and terminate at 12:00 a.m. (C.S.T.) on September 30, 2026. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

4. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

Department: **Brazos County Precinct Four Volunteer Fire Department, Inc.**
P.O. Box 4186
Bryan, TX 77805
Attn: Joe Don Warren, Fire Chief

County: **Brazos County Commissioners Court**
200 South Texas Ave., Suite 310
Bryan, TX 77803

DEFENSE OF CLAIMS

5. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

6. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

7. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.

9. This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

10. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

11. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.

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

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

INFORMATION FURNISHED BY RECIPIENT

14. Department agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Department agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Department agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which Brazos County provided funds to the Department under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Department. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

Brazos County Precinct Four Volunteer Fire Department, Inc.

Joe Don Warren Fire Chief
Joe Don Warren, Fire Chief

Date: 09-12-2025

Brazos County, Texas

Kyle Kasal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen
Karen McQueen, County Clerk
By: Ashlie Reeves-Bowen
Chief Deputy

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos County Precinct 4 VFD

Authorized Company Representative: Joe Don Warren

Address: PO Box 4186

Bryan, TX 77805

Signature: Joe Don Warren

Date: 09-12-2025

Contract #: 26-0380

FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
VOICES FOR CHILDREN

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS,** acting by and through its duly elected County Commissioners (hereinafter "County"), and the **VOICES FOR CHILDREN** (hereinafter "Agency"), located in Bryan, Texas, and is effective October 1, 2025.

RECITALS

WHEREAS, AGENCY serves five counties of the Brazos Valley (Brazos, Burleson, Grimes, Leon, Madison), and;

WHEREAS, AGENCY seeks to improve the lives of children in foster care through powerful volunteer advocacy until each child is placed in a safe and permanent home, and;

WHEREAS, AGENCY is the only organization in Brazos County that is responsible for training volunteers to be assigned to represent the role of Guardian ad Litem in Child Protection cases, and;

WHEREAS, the County shares this common goal and desires to assist Voices for Children in its efforts.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of October 2025, and terminating on the 30th day of September 2026.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

USE OF COUNTY FUNDS

Funds to be furnished to AGENCY as stated herein be used to offset operational expenses of the AGENCY, including to help offset salary and benefits, rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay AGENCY a total payment of **Sixty Thousand Dollars ($60,000.00)** ("Funds") for the year beginning **October 1, 2025, and ending September 30, 2026.** Payment of such sum will be paid upon receipt of a Motion for Guardian ad Litem Fees that includes reports detailing the volunteer hours and detailed case contact, with such motion being approved by the Administrative District Judge. Motions may be submitted at an interval convenient to the Agency and will be paid up to the maximum amount stated above.

RESPONSIBILITIES OF AGENCY

AGENCY will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;

2. Providing Services;

3. Maintaining data files on clients and the Services provided thereto;

4. Respond to any and all inquiries by the County.

5. AGENCY agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. AGENCY agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the AGENCY under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AGENCY.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the AGENCY. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the AGENCY's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AGENCY.

7. AGENCY will provide the County with any and all certified audits conducted by AGENCY, and the management letter prepared in connection therewith;

8. AGENCY will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the AGENCY's Services.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.

2. Conduct a review of the AGENCY's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the AGENCY.

RECORD RETENTION

The AGENCY shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The AGENCY agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and. subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the AGENCY with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The AGENCY shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The AGENCY shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action, omission, or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the AGENCY shall be an independent contractor and not an employee or agent of the County, and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and AGENCY state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

TERMINATION

AGENCY or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination AGENCY agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos County Commissioners
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Voices for Children
115 N. Main Street
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any provisions or portion of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the AGENCY without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos County

Kyle Kacal, Acting County Judge

Date: 9/30/25

ATTEST:

Karen McQueen, County Clerk

By: Chief Deputy

Voices for Children

Amy Faulkner, Executive Director

Date: 09/15/25

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Voices for Children

Authorized Company Representative: Amy Faulkner

Address: 115 N. Main Street
Bryan TX 77803

Signature: Amy F

Date: 09/15/25

Contract #: 26-039

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363670

Date Filed:
09/16/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Voices for Children, Inc
Bryan, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Voices for Children, Inc

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
26-039
Guardian ad litem services for children removed from their home because of abuse or neglect and in the state's care.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Amy L. Faulkner, and my date of birth is [redacted]

My address is 115 N. Main St., Bryan (city), TX (state), 77803 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of TX, on the 16th day of Sept. (month), 2025 (year).

Amy L. F

Signature of authorized agent of contracting business entity
(Declarant)

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the following amendments to extend the following insurance policy dates to April 1, 2026:

- a. 25-159 Cyber Liability Insurance with Beazley Furlonge Ltd - Lloyd's Syndicate 2623/623 via Alliant Insurance
- b. 25-077 Mal-Practice Insurance for Employee Health Clinic with Evanston Insurance Company via Alliant Insurance

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 09/22/2025

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: $26,162.31

NOTES/EXCEPTIONS: Risk Management is seeking approval for a short-term extension of the Cyber Liability Insurance policy for Brazos County Cyber Liability and the Professional Liability Insurance policy for the Employee Health and Wellness Clinic. This extension is necessary to ensure continued coverage while also aligning the expiration dates of multiple County insurance policies. The long-term strategy is to streamline the renewal process and improve operational efficiency within the Risk Management Office. There is no additional funding needed, this is fully budgeted in the Commissioners' Court budget. Failure to approve this item could lead us to have a gap in our cyber-liability insurance which expires on October 1, 2025.

ATTACHMENTS:

File Name	Description	Type
Fully_Executed_Proposal_-_Alliant.pdf	Proposal	Backup Material
Amendment_#1.pdf	Amendment	Backup Material
Amendment_#1.pdf	Amendment	Backup Material
Fully_Executed_Contract_-_Alliant.pdf	Proposal	Backup Material
Amendment_#1_-_Exhibit_A_-_Insurance_Extension_Proposal.pdf	Exhibit	Cover Memo

Request to Bind Coverage

County of Brazos, TX

EFFECTIVE DATE: **10-1-2024 to 10-1-2025**

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line		Bind Coverage for:
Cyber		
Carrier: Beazley Furlonge Ltd – Lloyd's Syndicate 2623/623		
• $2,000,000 Limit Option		☐
• $3,000,000 Limit Option		☑
• $5,000,000 Limit Option		
Carrier: Fusion - Obsidian Specialty Insurance		
• $2,000,000 Limit Option		☐
• $3,000,000 Limit Option		☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

9/30/2024
Date

County Judge
Title

Duane Peters
Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. ***The actual terms and conditions of the policy will prevail.***

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

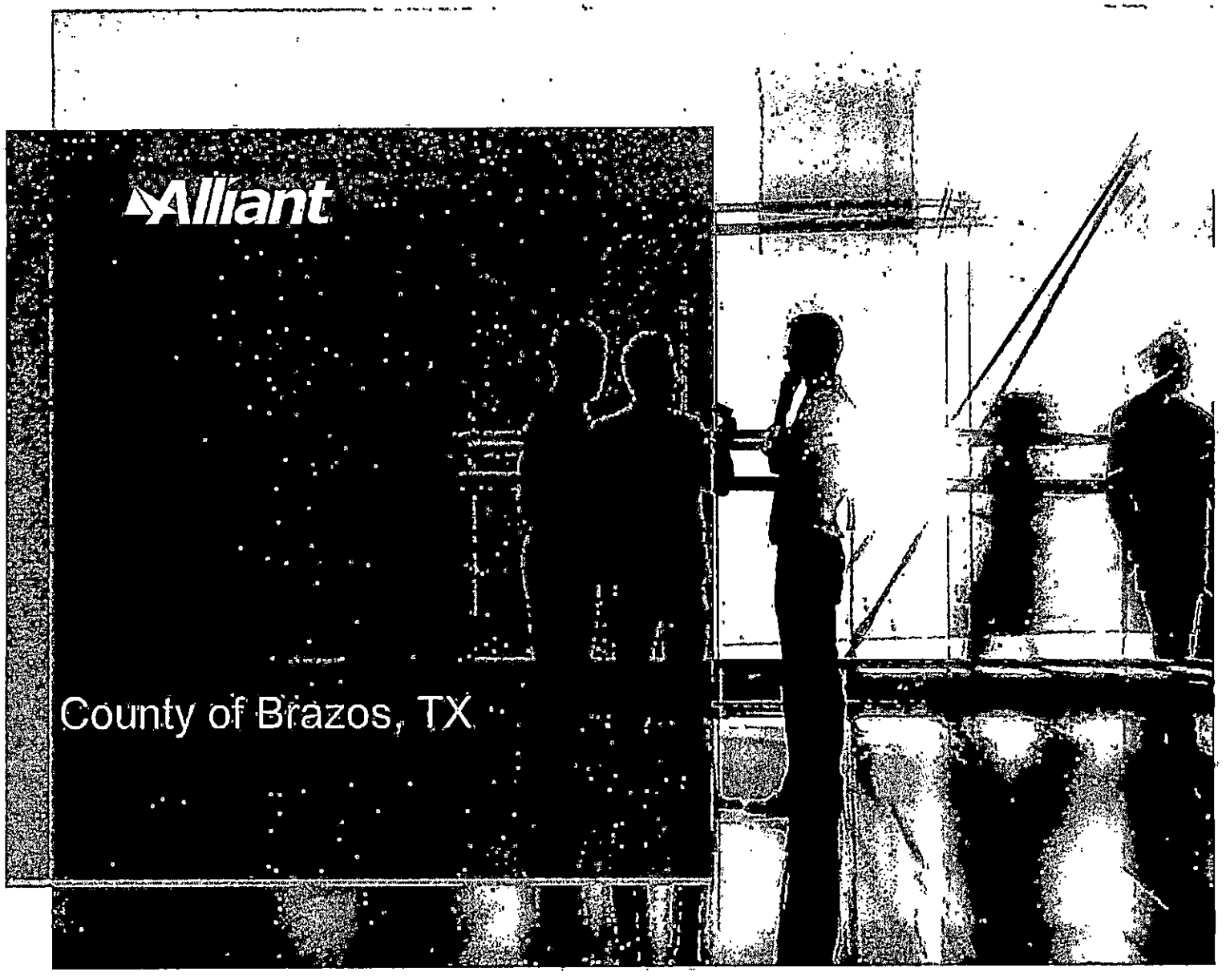
You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



Cyber Insurance Proposal

Presented by Rick Pray, MBA, Associate Producer
Presented on September 27, 2024

Alliant Insurance Services, Inc.
2180 Harvard Street, Suite 460
Sacramento, CA 95815
D 956.221.1823
rick.pray@alliant.com

CA License No. 0C36861

www.alliant.com

Table of Contents

Company Profile 2
Alliant Advantages 3
Your Service Team 4
Named Insureds 5
Executive Summary 6
Marketing Recap 7
Quotes Summary 9
Disclosures 15
NY Regulation 194 16
Privacy 16
FATCA: 16
NRRA: 16
Guarantee Funds 17
Claims Reporting: 17
Claims Made Policy: 17
Changes and Developments 17
Certificates / Evidence of Insurance 18
Request to Bind Coverage 19

Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

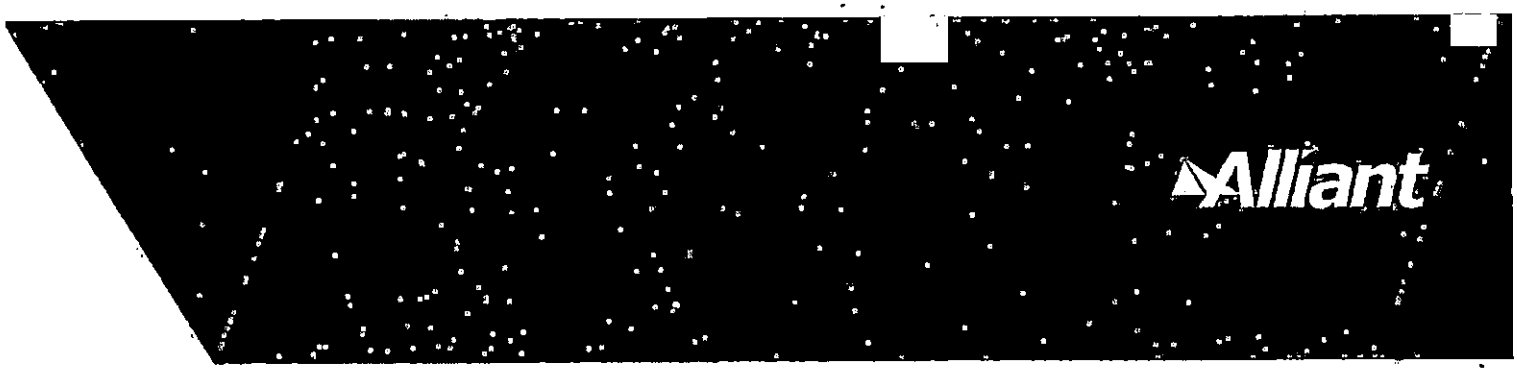
In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 5th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantages

	Alliant	Competition
Over 90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez Senior Vice President	cramirez@alliant.com	Phone: 949 660 8133
Ricky Pray Associate Producer	Rick.Pray@alliant.com	Phone: 415 733 7088
Robert Horn First Vice President; Account Executive Lead	Robert.Horn@alliant.com	Phone: 212 504 5828
Carleen C. Patterson Senior Vice President	Carleen.Patterson@alliant.com	Phone: 214 273 3117
Loann Le, ARM Account Executive	Loann.Le@alliant.com	Phone: 949 527 9890

Named Insureds

County of Brazos, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is not automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).

Executive Summary

Alliant is pleased to represent the County of Brazos, TX as its insurance broker and risk management partner. This is our first year as your risk management advisor, and we have worked with the global insurance market to obtain a competitive cyber renewal that is reflective of both the insurance market and the County's operations.

Despite continued ransomware and breach incidents across the public sector, the market remains competitive with many carriers willing to write municipal and county risks. As part of our renewal strategy discussions with the County, we agreed to approach the global Cyber market to ensure a competitive program, and with a condensed timeline, these efforts began immediately upon review of the County's application.

Market interest is influenced by factors such as the type of exposure, operating revenue, number of records, and existing control measures. We narrowed down potential markets based on these criteria and decided to blanket the marketplace. The team received seven carrier offerings which includes offers from both domestic and global carriers. Our objective was to secure the most competitive pricing while maintaining expiring limits and retentions and seeking coverage enhancements available in the market.

Of the seven offers we received from the Cyber markets, two offers provide the best terms and pricing for the County's program: Beazley and Fusion. Both carriers meet standard Alliant A.M. Best and financial ratings, provide robust coverages, and provide access and additional support during a Cyber occurrence. Based on limit analysis via Cybercube and discussions with the County, these offerings include limit options of $2 million and $3 million aggregates with Beazley providing an additional $5 million limit option.

We have included the marketing log for this project as well as a side-by-side coverage comparison of the Beazley and Fusion quote options.

Marketing Recap

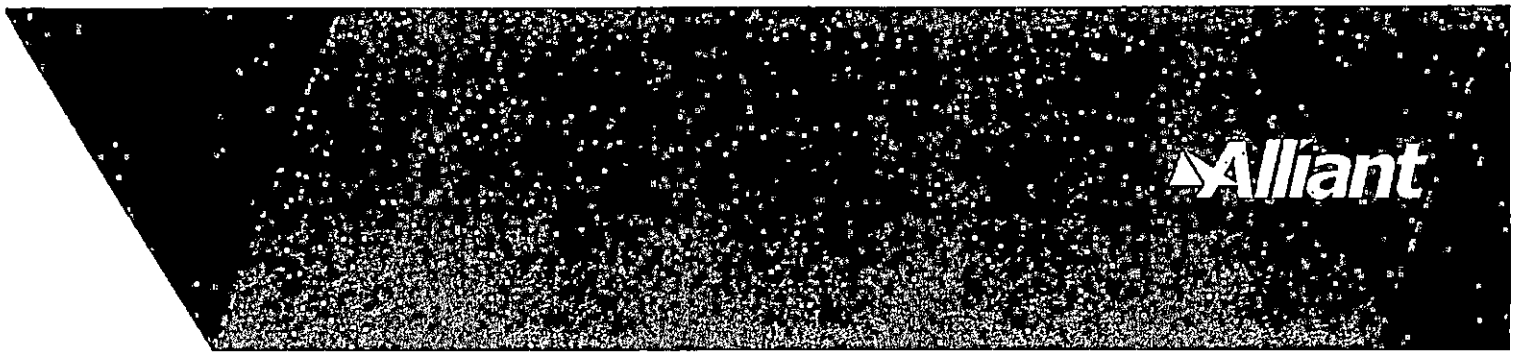
We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Beazley Furlonge Ltd – Lloyd's Syndicate 2623/623	Cyber Liability	Quoted. $2M at $50K Retention for $37,582 annual premium plus SL Tax & Fee, $3M at $50K Retention for $50,109 annual premium plus SL Tax & Fee, $5M at $50K Retention for $75,164 annual premium plus SL Tax & Fee.
Coalition	Cyber Liability	Indication - $2M/$50K = $60,805
Corvus	Cyber Liability	Indication - $$2M/$75k = $55,801.
Fusion Insurance Co./Obsidian Specialty Ins. Co.	Cyber Liability	Quoted. $2M/$2M at $10K Retention for $28,698.95 Total Annual Premium. $3M/$3M at $10k Retention for $33,186.15 Total Annual Premium.
Resillience	Cyber Liability	Indication – $2M at $50K Retention for $64,000 annual premium.

Hamilton Cyber Sentinel	Cyber Liability	Indications - $2M limit at $75,000 Deductible for $33,333 annual premium excluding SL Tax & Fees. $3M limit at $75,000 Deductible for $45,833 annual premium excluding SL Tax & Fees. $5M limit at $75,000 Deductible for $70,833 annual premium excluding SL Tax & Fees.
BRIT	Cyber Liability	Indication – $5M for $120,000 estimate annual premium.
Markel Insurance	Cyber Liability	DECLINED – unable to compete with the quoted premium.
Everest Insurance Company	Cyber Liability	DECLINED – not competitive.
SCOR	Cyber Liability	DECLINED – Can't offer primary coverage.
WRB	Cyber Liability	DECLINED – Can't offer coverage on a primary basis.

Quotes Summary

	Proposed Coverage - Beazley	Proposed Coverage - Fusion
Insurance Company	Syndicate 3623 at Lloyd's	Obsidian Specialty Insurance Company
A.M. Best Rating	A (Excellent), Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion) as of July 27, 2023 Syndicate	A- (Excellent), Financial Size Category: VII
Standard & Poor's Rating	AA- (Very Strong) as of December 13, 2023	Not Rated
Texas Status	Non-Admitted	Non-Admitted
Policy/Coverage Term	October 1, 2024 to October 1, 2025	October 1, 2024 to October 1, 2025
Policy #	TBD	TBD
Coverage Form	Beazley Breach Response with BBR Information Pack- Claims Made and Reported	SureSec 360
Limits	**$ 2,000,000 Policy Aggregate** **Additional Breach Response Coverage** $2,000,000 Breach Response Outside Limit $ 1,000,000 Legal, Forensic, Public/Crisis management 100,000 Notified Individuals	**$ 2,000,000 Policy Aggregate** **Additional Breach Response Coverage** $1,000,000 Breach Response Outside Limit



Liability		Liability	
$ 2,000,000	Data & Network Liability	$ 2,000,000	Data & Network Liability
$ 2,000,000	Payment Card Liabilities & Costs	$ 2,000,000	PCI DSS Fines, Penalties & Expenses
$ 2,000,000	Regulatory Defense & Penalties	$ 2,000,000	Regulatory Non-Compliance
$ 2,000,000	Third Party Liability	$ 2,000,000	Third Party Liability
$ 2,000,000	Media Liability	$ 2,000,000	Media Liability
$ 2,000,000	Breach Response Costs	$ 2,000,000	Breach Response Costs
$ 2,000,000	Computer Hardware Replacement Costs	$ 2,000,000	Bricking Coverage and Replacement
$ 100,000	Cryptojacking	$ 2,000,000	Cryptojacking
$ 2,000,000	Data Recovery Costs	$ 2,000,000	Digital Date Restoration
$ 2,000,000	Cyber Extortion Loss	$ 2,000,000	Cyber Extortion Loss
$ 2,000,000	Reputation Loss	$ 2,000,000	Reputation Loss
		$ 50,000	Cloud Consumption Fraud Endorsement
		$ 2,000,000	Betterments Endorsement
Business Interruption Loss		Business Interruption Loss	
$ 2,000,000	Resulting from Security Breach	$ 2,000,000	Resulting from Security Breach
$ 2,000,000	Resulting from System Failure	$ 2,000,000	Resulting from System Failure
Dependent Business Loss:		Dependent Business Loss:	
$ 2,000,000	Resulting from Dependent Security Breach	$ 2,000,000	Resulting from Dependent Security Breach
$ 1,000,000	Resulting from Dependent System Failure	$ 2,000,000	Resulting from Dependent System Failure

	eCrime		Cyber Crime and Social Engineering	
	$ 100,000	Fraudulent Instruction	$ 250,000	Cyber Crime and Social Engineering
	$ 250,000	Funds Transfer Fraud		
	$ 250,000	Telephone Fraud	$ 250,000	Phishing Impersonation
			$ 250,000	Reverse Social Engineering
	$ 50,000	Criminal Reward		
Deductible/Retention	$ 50,000	Each Incident, Claim, or loss	$ 10,000	Each Incident, Claim, or loss
Breach Response Deductible/Retention	$ 10,000	Forensic, Public Relations, Crisis Mgmt.		
	$ 5,000	for Legal		
Waiting Period	10 Hours		8 Hours	
Continuity Date	Inception		Inception	
Retroactive Date	Full and prior		Full and prior	
Defense Inside/Outside the Limit	Inside the Limit		Inside the Limit	

Who has the Duty to Defend	Insurer	Insurer
Endorsement & Exclusions (including but not limited to)	• Post Breach Remedial Services Endorsement • Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement • Voluntary Shutdown Endorsement • Amend Data Recovery Costs • Computer Hardware Replacement Costs Endorsement – Full Limits • GDPR Cyber Endorsement • Reputation Loss - Full Limits • Cryptojacking Endorsement – 100k • State Consumer Privacy Statutes Endorsement	• Betterments Endorsement • Cloud Consumption Fraud Endorsement • System Failure Endorsement • Reverse Social Engineering • Dependent System Failure • Breach Costs Outside the Limit • Phishing Impersonation • AmWINS Amendatory Endorsement • OFAC Notice to Policyholders • OSIC Signature Page
Endorsement & Exclusions - Continued (including but not limited to)	• Choice of Law and Service of Suit-New York • Cap on Losses Arising out of Certifies Acts of Terrorism • Amendatory Endorsement • Howden Amendatory • Amend Definition of Fraudulent Instruction (Artificial Intelligence) • Catastrophic First Party Loss Amendatory Endorsement (Full Limits) • Invoice Manipulation Coverage – $100,000 Sublimit	
	EXCLUSION(S): • Radioactive Contamination Exclusion Clause • Nuclear Incident Exclusion Clause • Sanction Limitation and Exclusion Clause • Asbestos, Pollution and Contamination Exclusion • War and Cyber War Exclusion • First Party Loss Exclusion	EXCLUSION(S): • Communicable Disease Exclusion • Customer Notice of Privacy Policy and Producer Compensation Practices Exclusion • Nuclear Incident Exclusion

Total Cost Including TRIA	**OPTION 1 - $2 million limit option** $37,582.00 Premium $ 1,822.73 TX Surplus Lines Tax (4.85%) $ 15.03 TX Stamping Fee (0.040%) **$39,419.76 Total Cost**	**OPTION 1 - $2 million limit option** $26,736.00 Premium $ 1337.95 TX Surplus Lines Tax and TX Stamping Fee $ 250.00 Technology Fee $ 375.00 Surplus Lines Broker Fee **$28,698.95 Total Cost**
	Option 2 - $3 million limit $50,109.00 Premium $ 2430.27 TX Surplus Lines Tax (4.85%) $ 20.04 TX Stamping Fee (0.040%) **$52,559.31 Total Cost**	**OPTION 2 - $3 million limit option** $31,014.00 Premium $ 1547.15 TX Surplus Lines Tax and TX Stamping Fee $ 250.00 Technology Fee $ 375.00 Surplus Lines Broker Fee **$33,186,15 Total Cost**
	Option 3 - $5 million limit $75,164.00 Premium $ 3645.45 TX Surplus Lines Tax (4.85%) $ 30.07 TX Stamping Fee (0.040%) **$78,839.52 Total Cost**	
Extended Reporting Period	• 12 Months at an additional 100% of premium	
Policy Auditable	Not Auditable	Not Auditable
Quote Valid Until	Oct. 1, 2024	Oct. 1, 2024

Binding Conditions

- Currently signed and dated Applications (App, RW app, etc) within 30 days of policy inception
- A signed/dated Beazley General Warranty Letter on the Insured's letterhead declaring No Known Losses or Known Circumstances that could lead to a Claim or Loss.
- Review of 5 Year Loss Runs – PRIOR TO BINDING
- A written request to bind coverage
- All Surplus Lines Taxes / Fees are Fully Earned
- Completed Fusion New Business Application
- Confirmation that the Applicant is not a Publicly Traded Company
- Currently signed and dated version of the submitted application

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

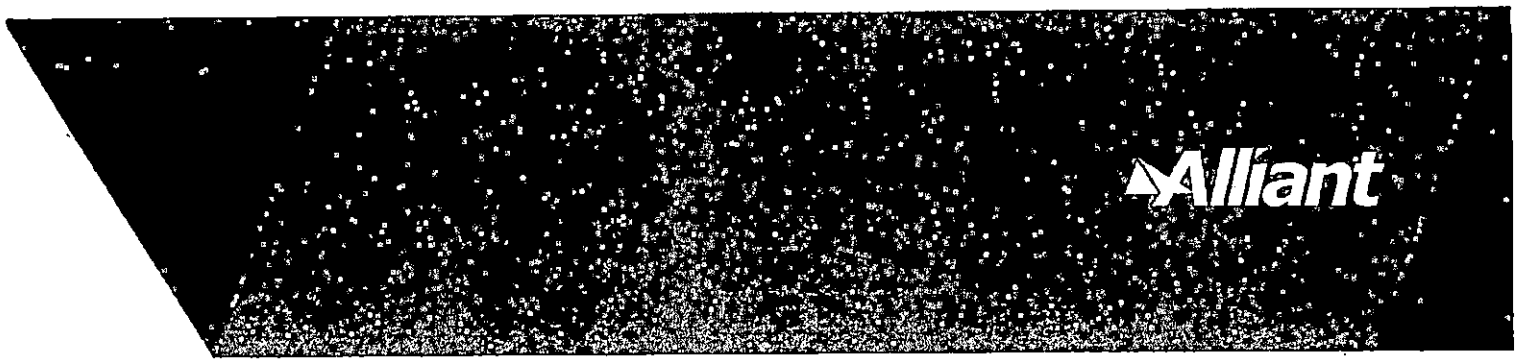
This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

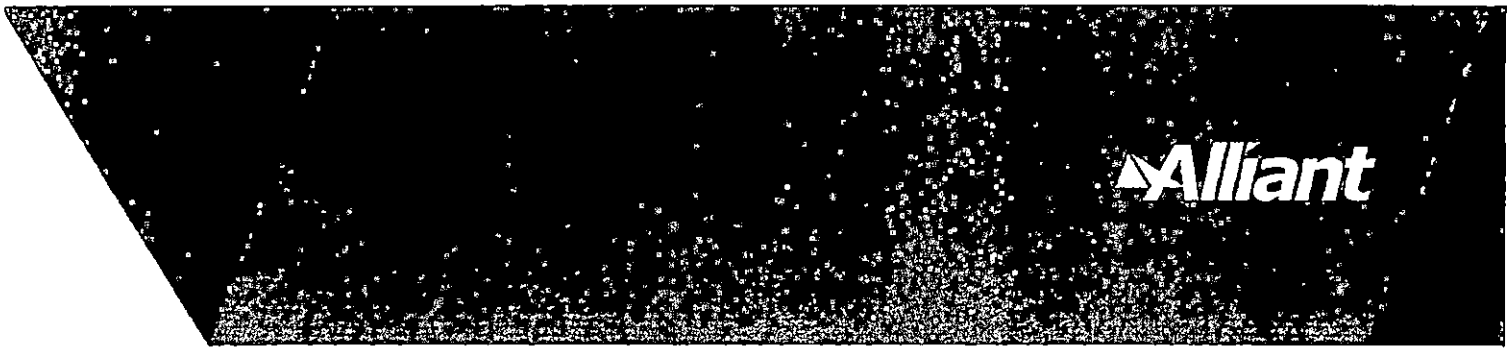
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Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

AMENDMENT TO 25-159 CYBER LIABILITY INSURANCE

THIS AMENDMENT TO 25-159 Cyber Liability Insurance ("Amendment") is entered into and effective this 1st day of October, 2025 ("Effective Date") by and between **Brazos County** ("Customer"), and **Beazley Furlonge Ltd – Lloyd's Syndicate 2623/623 via Alliant Insurance Coverages, Inc.** ("Contractor") 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 # 25-159 ("Agreement") for purposes of Beazley Furlonge Ltd – Lloyd's Syndicate 2623/623 to provide of the service of Cyber Liability Insurance; and

WHEREAS, the Parties desire to amend the policy date from October 1, 2025 to April 1, 2026, please see Amendment #1 – Exhibit A – Insurance Extension Proposal.

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. Amend the contracted term from October 24, 2025 to extend to April 1, 2026 in the Amendment #1 – Exhibit A – Insurance Extension Proposal;

2. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

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

BRAZOS COUNTY

Signature

KYLE KACAL

Name

ACTING COUNTY JUDGE

Title

9/30/2025

Date

ALLIANT INSURANCE SERVICES, INC.

Courtney Ramirez

Signature

Courtney Ramirez

Name

Senior Vice President

Title

September 22, 2025

Date

AMENDMENT TO 25-077 MAL-PRACTICE INSURANCE FOR EMPLOYEE HEALTH CLINIC

THIS AMENDMENT TO 25-077 Mal-Practice Insurance for Employee Health Clinic ("Amendment") is entered into and effective this 25h day of October, 2025 ("Effective Date") by and between **Brazos County** ("Customer"), and **Evanston Insurance Company via Alliant Insurance Coverages, Inc.** ("Contractor") 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 # 25-077 ("Agreement") for purposes of Evanston Insurance Company to provide of the service of Mal-Practice Insurance for our Employee Health Clinic; and

WHEREAS, the Parties desire to amend the policy date from October 24, 2025 to April 1, 2026, please see Amendment #1 – Exhibit A – Insurance Extension Proposal.

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:

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BRAZOS COUNTY

Signature

KYLE KACAL

Name

ACTING COUNTY JUDGE

Title

9/30/2025

Date

ALLIANT INSURANCE SERVICES, INC.

Courtney Ramirez

Signature

Courtney Ramirez

Name

Senior Vice President

Title

September 22, 2025

Date



Medical Malpractice Insurance Proposal

Presented on October 17, 2024

Alliant Insurance Services, Inc.
16000 N. Dallas Pkwy, Suite 850
Dallas, TX 75248
D - 956.221.1823
rick.pray@alliant.com

CA License No. 0C36861

www.alliant.com

Table of Contents

Your Service Team 2

Named Insureds 3

Executive Summary 4

Program Comparison 5

Disclosures 8

Request to Bind Medical Malpractice Coverage 12

Your Service Team

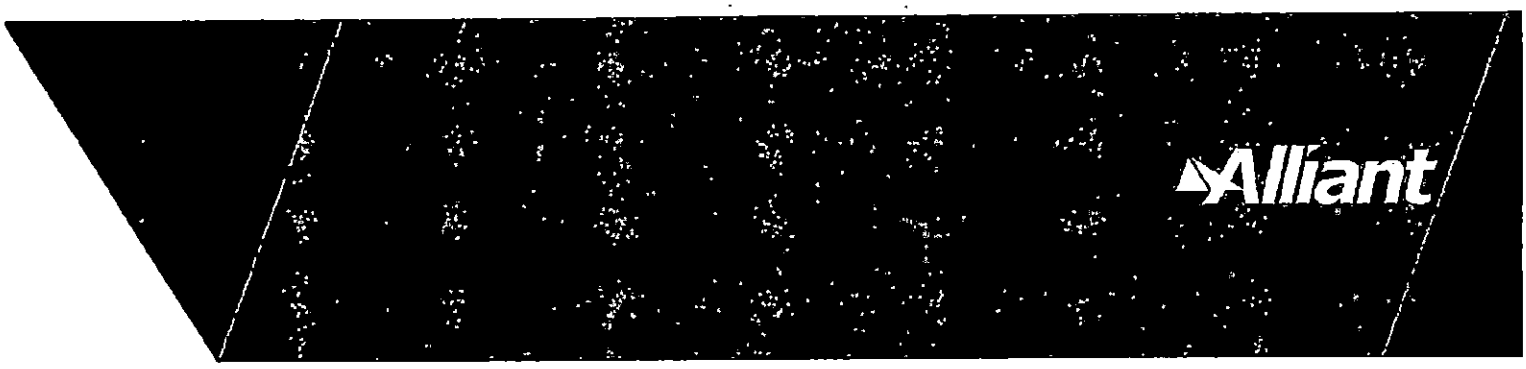
Courtney Ramirez, ARM **Senior Vice President**	cramirez@alliant.com	Phone: 949 660 8133
Carleen C. Patterson, ARM-P, CIC, CRM **Senior Vice President**	Carleen.Patterson@alliant.com	Phone: 214 273 3117
Ricky Pray **Associate Producer**	Rick.Pray@alliant.com	Phone: 415 733 7088
Loann Le, ARM **Account Executive**	Loann.Le@alliant.com	Phone: 949 527 9890

Named Insureds

County of Brazos, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).



Executive Summary

Alliant is pleased to represent Brazos County, Texas as its insurance broker and risk management partner. This is our first year as your risk management advisor. Standalone medical malpractice insurance is a limited marketplace and In many cases we are seeing professional liability increases of 5-10% given the current insurance market. During our renewal strategy discussions, we agreed to approach the incumbent market and if they were within the market range, we would not approach other carriers, as Evanston is a stable market in this space and has offered a renewal quote that is within our pricing expectations and with expiring terms and conditions. We recommend renewing coverage with Evanston

Following is a detailed summary of the proposed program option as compared with the expiring program.

Program Comparison

	24-25 EXPIRING	25-26 PROPOSED
Insurance Company	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV	A XV
Standard & Poor's Rating	A	A
Texas Status	Non-Admitted	Non-Admitted
Insured	Brazos County Health and Wellness Clinic	Brazos County Health and Wellness Clinic
Professional Services	Wellness Clinic services	Wellness Clinic services
Policy/Coverage Term	October 24, 2023 to October 24, 2025	October 24, 2024 to October 24, 2025
Retroactive Date	10/24/2017	10/24/2017
Limits of Liability		
Each Claim	$500,000	$500,000
Aggregate	$1,000,000	$1,000,000
Combined Aggregate Limit of Liability	$1,000,000	$1,000,000
Deductible – Each Claim	$2,500	$2,500
Premium(s) -		
Premium	$3,060.00	$2,700.00
Texas Surplus Lines Tax	$148.41	$ 130.95
Texas Stamping Fee	$2.30	$ 1.08
Total Annual Premium	**$3,210.71**	**$2,832.03**
% Change		-11.76%

	24-25 EXPIRING	25-26 PROPOSED
Defense Costs	Outside Limits	Outside Limits
Additional Coverages -		
Data Breach -		
Each Claim	$50,000	$50,000
Each Untheorized Access	$5,000	$5,000
Each unintentional data compromise	$50,000	$50,000
Aggregate	$50,000	$50,000
Retroactive Date	10/24/2022	10/24/2022
Sexual Acs Liability		
Each Claim	$100,000	$100,000
Aggregate	$300,000	$300,000
Deductible (each claim)	$2,500	$2,500
Retroactive Date	10/24/2017	10/24/2017
Combined Aggregate Limit of Liability	$1,000,000	$1,000,000

Coverage Highlights –

- Incident sensitive policy form
- Bi-lateral extended reporting period, up to 7 years available
- Consent to settle

Premium for Extended Reporting Period

- ✓ 1 year at 150% of total premium
- ✓ 2 years at 175% of total premium
- ✓ 3 years at 200% of total premium

Quote expiration Thirty (30) days or at the policy expiration date.

Coverage Forms and Endorsements

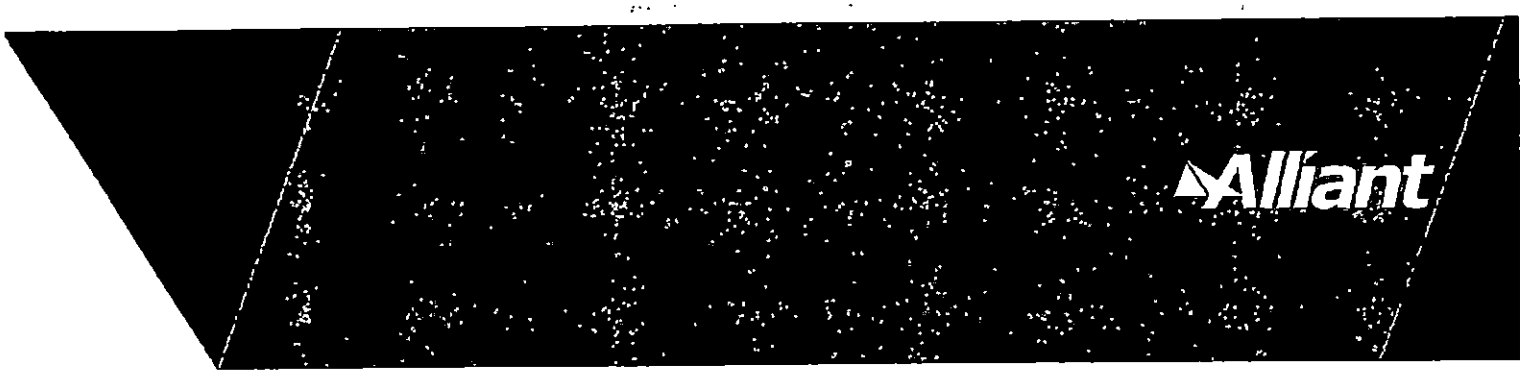
MJIL 1000 08 10	Policy Jacket/Signature Page
MPIL 1007 01 20	Privacy Notice
MPIL 1009=TX 07 23	Texas Important Notice

	24-25 EXPIRING	25-26 PROPOSED

Coverage Forms and Endorsements - *continued*

MPIL 1010-TX 05 10	Important Policyholder Notice – Texas Surplus Lines Notice
MPIL 1083 04 15	U.S. Treasury Department'[s Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 10	Forms Schedule
MDSM 5013 02 20	Dec Spec Med Professions Insurance Policy
MESM 5010 02 20	Spec Medical Professions Professional Liability Ins Cov Part
MESM 5100 02 20	Common Policy Conditions
MEIL 5200-25% 07 04	Minimum Earned Premium Endorsement
MEIL 5229 09 10	Longer Duration Extended Report Period Availability
MEIL 5302 09 10	Texas Endorsement
MESM 2004 10 12	Claim Exp in Add to Each Claim Limit of Liability
MESM 2034 08 15	DataBreach Coverage Parts Endorsement
MESM 2144 02 20	Sexual Acts Liability Scheduled Deductible And Retroactive Date
MESM 2147 05 20	Changes – Multiple Insureds, Claims And Claimants
MESM 3029 10 19	Exclusion – Correctional Medicine
MESM 3041 02 23	Exclusion – Cyber Incident
MIL 1214 09 17	Trade or Economic Sanctions

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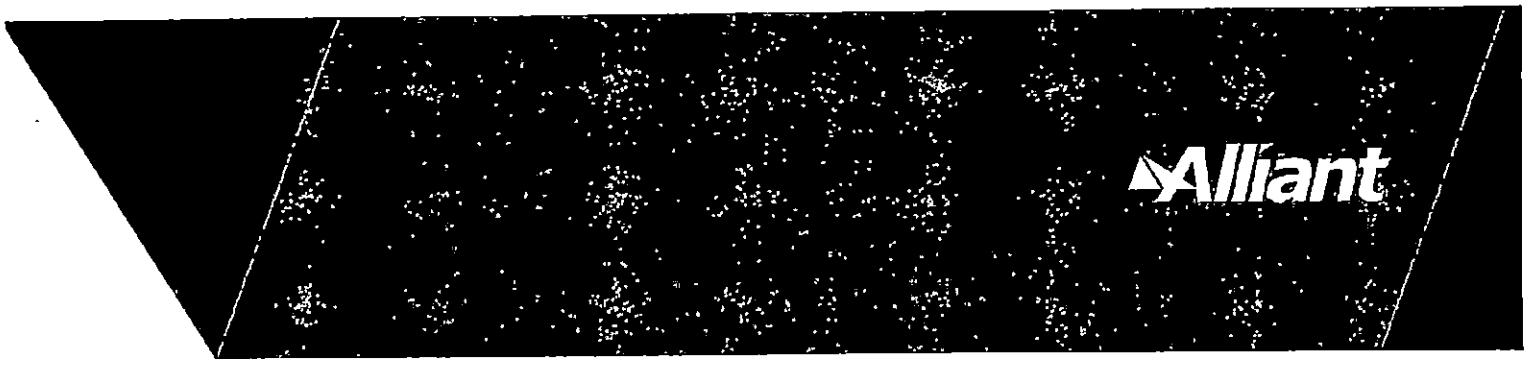
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Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



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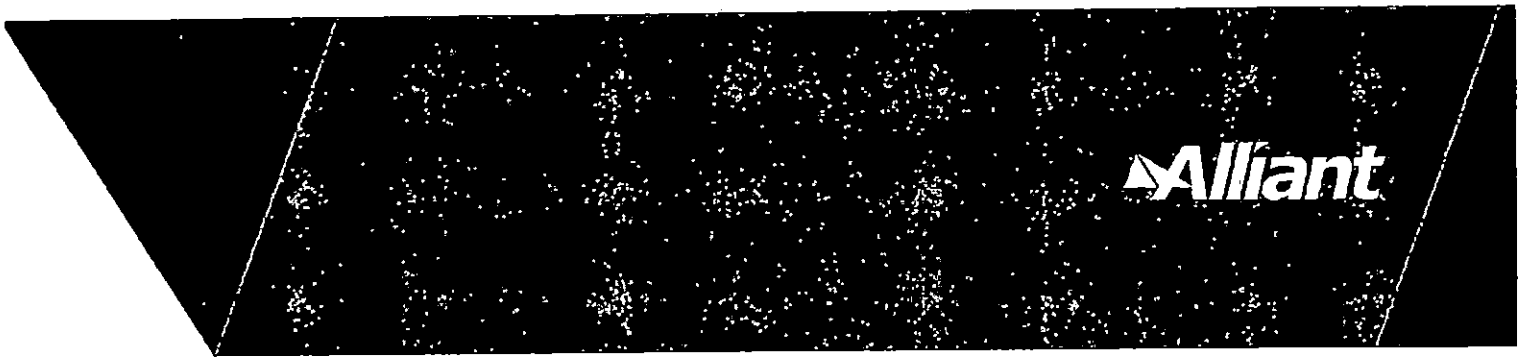
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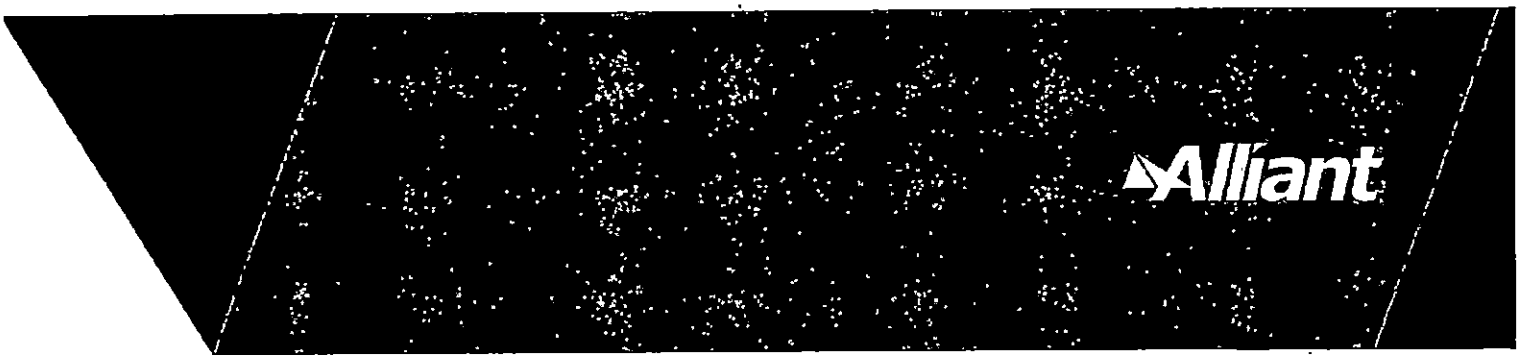
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- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.



Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Request to Bind Medical Malpractice Coverage

County of Brazos, TX

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line		Bind Coverage for:
Medical Malpractice -		
Carrier: Evanston Insurance Company, *Incumbent*		☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Nancy F Berry — 10/22/24

Signature of Authorized Insured Representative — **Date**

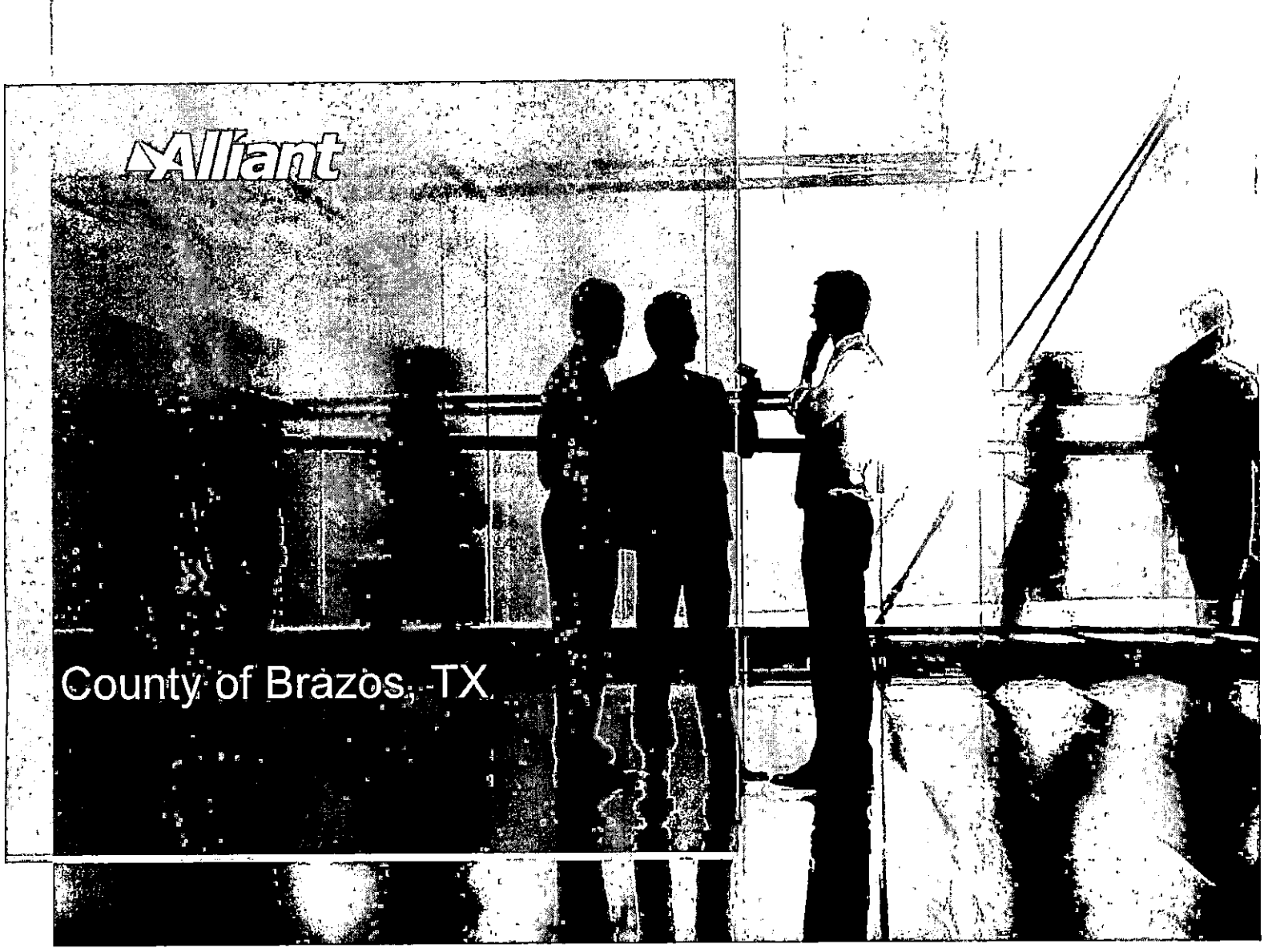
Presiding Officer: County Judge

Title

Duane Peters

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.



Insurance Extension Proposal

Presented by Rick Pray, MBA, Associate Producer
Presented on September 15, 2025

Alliant Insurance Services, Inc.
2180 Harvard Street, Suite 460
Sacramento, CA 95815
D 956.221.1823
rick.pray@alliant.com

CA License No. 0C36861

Table of Contents

Company Profile 2

Alliant Advantages 3

Your Service Team 4

Named Insureds 5

Executive Summary 6

Quotes Summary 7

Disclosures 14

NY Regulation 194 15

Privacy 15

FATCA: 15

NRRA: 15

Guarantee Funds 16

Claims Reporting: 16

Claims Made Policy: 16

Changes and Developments 16

Certificates / Evidence of Insurance 17

Request to Bind Coverage 18

Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

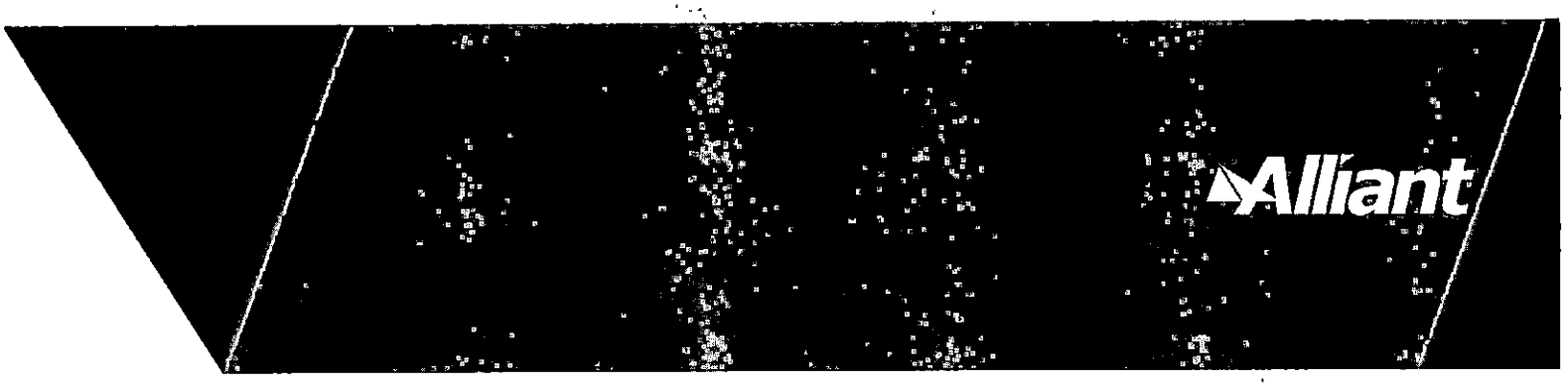
In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 5th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantages

	Alliant	Competition
Over 90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez **Senior Vice President**	cramirez@alliant.com	Phone: 949 660 8133
Ricky Pray **Associate Producer**	Rick.Pray@alliant.com	Phone: 415 733 7088
Robert Horn **First Vice President,** **Account Executive Lead**	Robert.Horn@alliant.com	Phone: 212 504 5828
Carleen C. Patterson **Senior Vice President**	Carleen.Patterson@alliant.com	Phone: 214 273 3117
Allexous Hern, CISR **Account Manager Lead**	Allexous.Hern@alliant.com	Phone: 949 5279630

Named Insureds

County of Brazos, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).

Executive Summary

Alliant is pleased to represent the County of Brazos, TX as its insurance broker and risk management partner. This is our first year as your risk management advisor, and we have worked with the global insurance market to obtain a competitive cyber renewal that is reflective of both the insurance market and the County's operations.

Despite continued ransomware and breach incidents across the public sector, the market remains competitive with many carriers willing to write municipal and county risks. As part of our renewal strategy discussions with the County, we agreed to approach the global Cyber market to ensure a competitive program, and with a condensed timeline, these efforts began immediately upon review of the County's application.

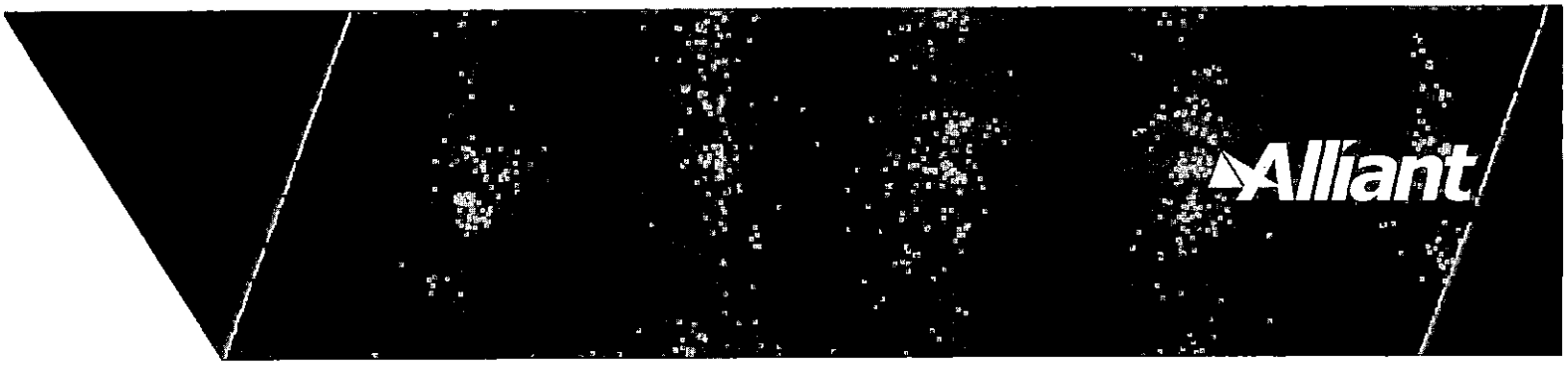
Market interest is influenced by factors such as the type of exposure, operating revenue, number of records, and existing control measures. We narrowed down potential markets based on these criteria and decided to blanket the marketplace. The team received seven carrier offerings which includes offers from both domestic and global carriers. Our objective was to secure the most competitive pricing while maintaining expiring limits and retentions and seeking coverage enhancements available in the market.

Of the seven offers we received from the Cyber markets, two offers provide the best terms and pricing for the County's program: Beazley and Fusion. Both carriers meet standard Alliant A.M. Best and financial ratings, provide robust coverages, and provide access and additional support during a Cyber occurrence. Based on limit analysis via Cybercube and discussions with the County, these offerings include limit options of $2 million and $3 million aggregates with Beazley providing an additional $5 million limit option.

We have included the marketing log for this project as well as a side-by-side coverage comparison of the Beazley and Fusion quote options.

Cyber Quote Summary

	Coverages
Insurance Company	Syndicate 3623 at Lloyd's
A.M. Best Rating	A (Excellent), Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion) as of July 27, 2023 Syndicate
Standard & Poor's Rating	AA- (Very Strong) as of December 13, 2023
Texas Status	Non-Admitted
Policy/Coverage Term	October 1, 2025 to April 1, 2026
Policy #	TBD
Coverage Form	Beazley Breach Response with BBR Information Pack- Claims Made and Reported
Limits	**$ 2,000,000 Policy Aggregate**
	Additional Breach Response Coverage
	$2,000,000 Breach Response Outside Limit
	$ 1,000,000 Legal, Forensic, Public/Crisis management
	100,000 Notified Individuals



Liability

$ 2,000,000	Data & Network Liability
$ 2,000,000	Payment Card Liabilities & Costs
$ 2,000,000	Regulatory Defense & Penalties
$ 2,000,000	Third Party Liability
$ 2,000,000	Media Liability
$ 2,000,000	Breach Response Costs
$ 2,000,000	Computer Hardware Replacement Costs
$ 100,000	Cryptojacking
$ 2,000,000	Data Recovery Costs
$ 2,000,000	Cyber Extortion Loss
$ 2,000,000	Reputation Loss

Business Interruption Loss

$ 2,000,000	Resulting from Security Breach
$ 2,000,000	Resulting from System Failure

Dependent Business Loss:

$ 2,000,000	Resulting from Dependent Security Breach
$ 1,000,000	Resulting from Dependent System Failure

	eCrime	
	$ 100,000	Fraudulent Instruction
	$ 250,000	Funds Transfer Fraud
	$ 250,000	Telephone Fraud
	$ 50,000	Criminal Reward
Deductible/Retention	$ 50,000	Each Incident, Claim, or loss
Breach Response Deductible/Retention	$ 10,000	Forensic, Public Relations, Crisis Mgmt.
	$ 5,000	for Legal
Waiting Period	10 Hours	
Continuity Date	Inception	
Retroactive Date	Full and prior	
Defense Inside/Outside the Limit	Inside the Limit	

Who has the Duty to Defend	Insurer
Endorsement & Exclusions (including but not limited to)	• Post Breach Remedial Services Endorsement • Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement • Voluntary Shutdown Endorsement • Amend Data Recovery Costs • Computer Hardware Replacement Costs Endorsement – Full Limits • GDPR Cyber Endorsement • Reputation Loss - Full Limits • Cryptojacking Endorsement – 100k • State Consumer Privacy Statutes Endorsement
Endorsement & Exclusions - Continued (including but not limited to)	• Choice of Law and Service of Suit-New York • Cap on Losses Arising out of Certifies Acts of Terrorism • Amendatory Endorsement • Howden Amendatory • Amend Definition of Fraudulent Instruction (Artificial Intelligence) • Catastrophic First Party Loss Amendatory Endorsement (Full Limits) • Invoice Manipulation Coverage – $100,000 Sublimit EXCLUSION(S): • Radioactive Contamination Exclusion Clause • Nuclear Incident Exclusion Clause • Sanction Limitation and Exclusion Clause • Asbestos, Pollution and Contamination Exclusion • War and Cyber War Exclusion • First Party Loss Exclusion

Total Extension Cost	$24,986.31
Extended Reporting Period	• 12 Months at an additional 100% of premium
Policy Auditable	Not Auditable
Quote Valid Until	Oct. 1, 2024

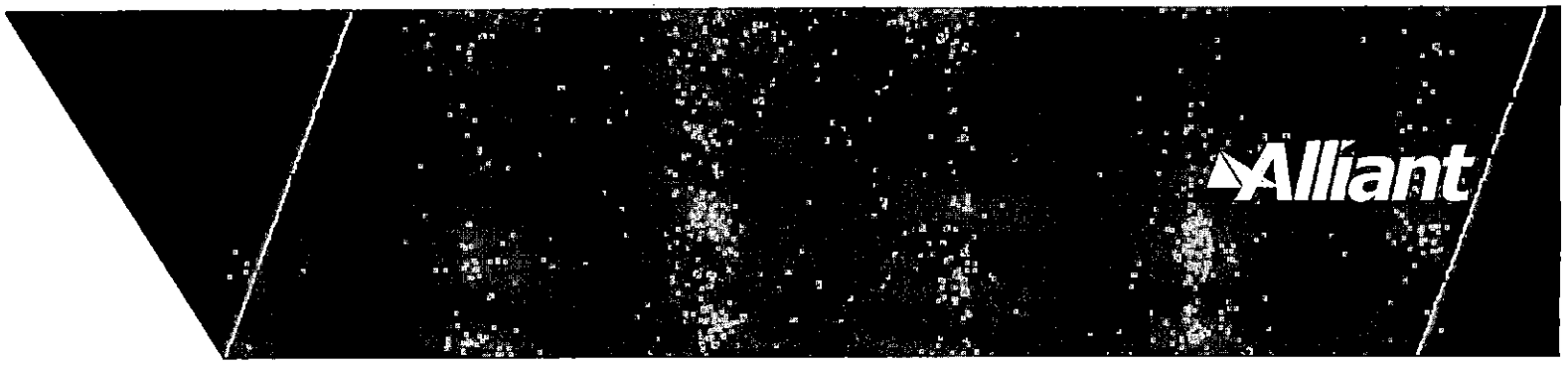
See Disclaimer Page for Important Notices and Acknowledgement

Medical Malpractice Quote Summary

	Coverages
Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV
Standard & Poor's Rating	A
Texas Status	Non-Admitted
Insured	Brazos County Health and Wellness Clinic
Professional Services	Wellness Clinic services
Policy/Coverage Term	October 24, 2025 to April 1, 2026
Retroactive Date	10/24/2017
Limits of Liability	
Each Claim	$500,000
Aggregate	$1,000,000
Combined Aggregate Limit of Liability	$1,000,000
Deductible – Each Claim	$2,500
Total Cost for Extension	$1,176
Defense Costs	Outside Limits

	Coverages
Additional Coverages -	
Data Breach -	
Each Claim	$50,000
Each Untheorized Access	$5,000
Each unintentional data compromise	$50,000
Aggregate	$50,000
Retroactive Date	10/24/2022
Sexual Acs Liability	
Each Claim	$100,000
Aggregate	$300,000
Deductible (each claim)	$2,500
Retroactive Date	10/24/2017
Combined Aggregate Limit of Liability	$1,000,000

See Disclaimer Page for Important Notices and Acknowledgement



Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

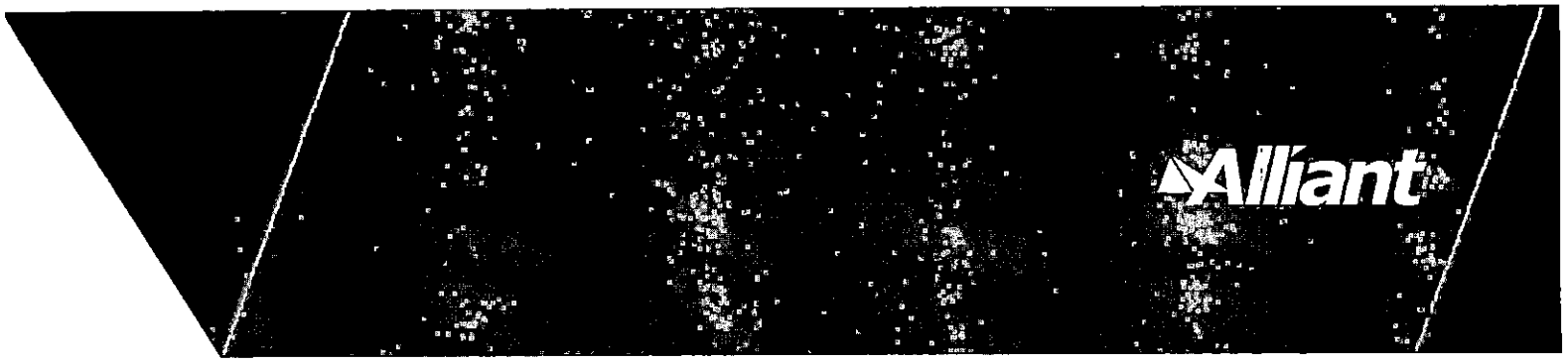
This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

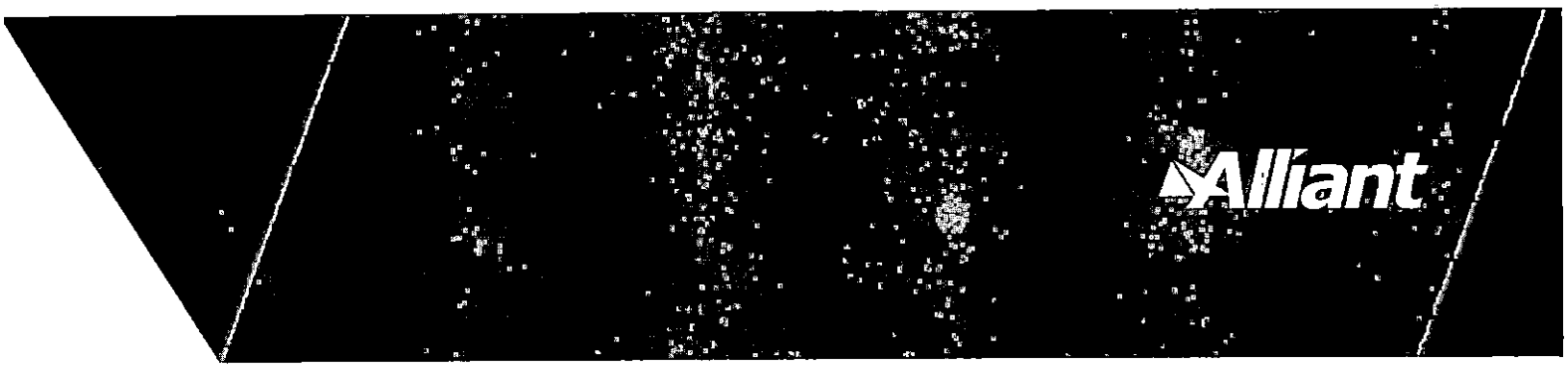
Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.



Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

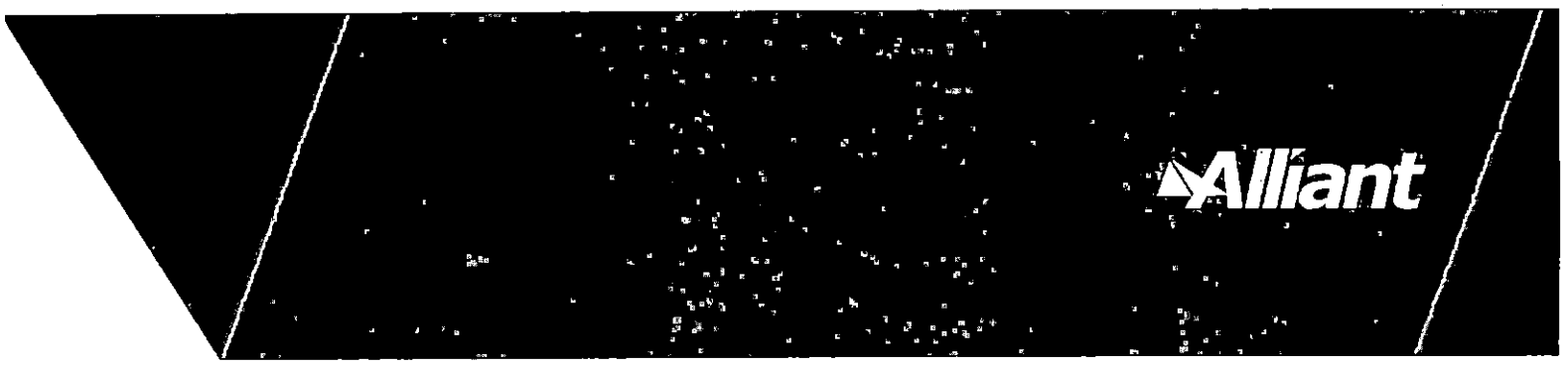
This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.



Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Request to Bind Coverage

County of Brazos, TX

EXTENSION EXPIRATION DATE: 4-1-2026

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Cyber **Total Premium for Extension Not to Exceed: $24,986.31** Effective 10-1-2024 – Extension to 4-1-2026	☑
Medical Malpractice – Brazos County Health & Wellness Clinic **Total Premium for Extension: $1,176** Effective 10-24-2024 – Extension to 4-1-2026	☑

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative — **Date** 9/30/2025

ACTING COUNTY JUDGE
Title

KYLE KACAL
Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING:	9/30/2025
ITEM:	Approval of Amendment #1 to Bid #25-017R Lane Striping and Pavement Markers for assignment for vendor name change from Highway 1, LLC to TRP Construction Group and to renew for an additional year.
TO:	Commissioners Court
FROM:	Celina Nava
DATE:	09/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Brazos County Road and Bridge department would like to renew the contract for Lane Striping and Pavement markers for another year. The purpose of this contract is to provide services including restriping roads that have been resurfaced. This would improve road safety, guide traffic, reduce congestion, and highlight hazards by providing clear visual cues for drivers in all conditions. These markings help prevent run-off-road, head-on, and other types of crashes, making them a highly cost-effective safety measure for roadways. This amendment also changes the name of the Contractor from Highway 1, LLC to TRP Construction Group which has acquired the current Contractor. The current contract will expire November 25, 2025. This would extend the contract to November 25, 2026 and this is third and final renewal option available. This service has been budgeted. No additional funding is anticipated.

ATTACHMENTS:

File Name	Description	Type
Fully_Executed_Contract_-_Highway_1.pdf	Original Contract	Backup Material
Amendment_#1-_Partially_Executed.pdf	Partially Executed Amendment #1	Backup Material
Tabulation_-_Amendment_#1.pdf	Bid Tabulation	Backup Material

REQUEST FOR BID

BID NO. 22-018
LANE STRIPING AND PAVEMENT MARKERS

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, August 17, 2021 prior to 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: HIGHWAY 1, LLC

By (Print): PAUL KONVICKA Title: VICE PRESIDENT

Physical Address: 20411 COOK ROAD, TOMBALL, TX 77377

Mailing Address: 20411 COOK ROAD, TOMBALL, TX 77377

Telephone: (713) 344-1279 Fax: N/A E-Mail: PAUL@HIGHWAY1TX.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., Tuesday, August 17, 2021 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

1. 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 November 26, 2021 through November 25, 2023 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of 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 https://brazosbid.ionwave.net.

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 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 full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the 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.

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 (https://brazosbid.ionwave.net) after bid award by Commissioner's Court.

23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars ($250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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 notation of substitution in not made, it is assumed the Respondent(s) is bidding the item specified.

31. 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.

32. In the event the Contractor is unable to furnish any item within a reasonable time after 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.

33. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.

34. 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.

35. 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.

36. Upon award of 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.

37. 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 container so as to facilitate storage and handling.

38. 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 requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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. Contractor will be required to notify Brazos County in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Brazos County shall have the right to refuse acceptance of the order.

2. Brazos County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.

3. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by state and Federal Regulations (IF APPLICABLE).

4. Any Contractor vehicles traveling on County roads will not exceed its legal gross weight.

5. Contractor will be required to maintain proper permits to operate on Brazos County roads and/or property. Any variation from these specifications must be indicated on the bid.

D. INSURANCE REQUIREMENTS

1. 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 and $1,000,000 Employer's Liability Insurance with 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 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.
    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 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. BONDING REQUIREMENTS

The successful bidder must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

F. 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 number 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 bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: HARRIS COUNTY

Contact: GARY HOWARD

Phone: 281-414-5151

Email: GARY.HOWARD@ENG.HCTX.NET

Company/Entity: HARRIS COUNTY PCT 3

Contact: JENNIFER ALMONTE

Phone: 202-805-0216

Email: JENNIFER.ALMONTE@ENG.HCTX.NET

Company/Entity: HAYDEN PAVING

Contact: MICHAEL HENRY

Phone: 281-513-7099

Email: MHENRY@HAYDENPAVING.COM

G. SPECIFICATIONS

1. **General Information** — Brazos County is seeking qualified companies to provide: Reflectorized and Thermo Pavement Markings and Raised Pavement Markers in accordance with Items 666 and 672 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

   It is expressly understood and agreed that in case Brazos County should need any item(s) not available within a specified time frame needed from the successful bidder(s) during the term of this contract. contractor must provide written verification that the specified timeframe cannot be met. Brazos County then reserves the right to purchase the item(s) from vendors other than the successful bidder(s) and shall not be in violation of any terms or conditions of said contract.

2. **Control of Materials**

   a. Source Control. Use only materials that meet contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the County s approval of the proposed source of materials to be used before their delivery. It will be emphasized by the County to utilize materials shown on latest TxDOT pre-approved Material Producer List. Materials can be approved at a supply source or staging area but may be re-inspected.

   b. Material Quality. Correct or remove materials that fail to meet the contract requirements. Materials not meeting contract requirements will be rejected, unless the County approves corrective actions. Upon rejection, Contractor shall immediately remove and replace rejected materials. If the Contractor does not comply with this Article, the County may remove and replace defective material and the cost of testing. removal, and replacement will be deducted from invoice.

   c. Manufacturer Warranties. Transfer to the County warranties and guarantees required by the contract or received as part of normal trade practice.

3. **General Notes**: Contractor shall provide all traffic control measures to complete the work described herein and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor's traffic control measures be found unsatisfactory by the Engineer, or Inspector, striping operations will cease immediately.

   a. Contractor shall provide a superintendent that is available on the project at all times when work is being performed and that can effectively communicate with Brazos County personnel and the public. Flaggers must be courteous and be able to effectively communicate with the public.

b. All equipment involved in roadway work shall be equipped, unless approved otherwise by the Inspector, with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides.

4. **ITEM 666 — Reflectorized Pavement Markings**:

Furnish all Type I Marking Materials in compliance with TxDOT's DMS-8220. "Hot Applied Thermoplastic."

Furnish all Type II Marking Materials in compliance with TxDOT's DMS-8200. "Traffic Paint."

Furnish all Glass Traffic Beads in compliance with TxDOT's Material Specification 8290.

Furnish a double drop of TY II and TY III drop on glass beads where the type of bead is applied separately in equal portions by weight. Apply the Ty III beads before applying the TY II beads.

Apply markings during appropriate weather conditions, unless otherwise directed. If markings are damaged due to precipitation or other adverse weather conditions, the Contractor is responsible for all costs associated with replacing markings.

5. **ITEM 672 - Raised Pavement Markers:**

Furnish Reflectorized Pavement Markers in compliance with TxDOT's DMS-4200.

Furnish Traffic Buttons in compliance with TxDOT's DMS-4300.

Contractor shall not place a new pavement marker without first removing the old one. This work shall be considered subsidiary to this item. Placement of new markers shall be in front of the old one.

Contractor shall use bituminous adhesive to bond pavement markers to a bituminous pavement surface and epoxy to concrete roadway surfaces.

Place bituminous adhesive at a temperature range of 380 to 390 degrees Fahrenheit. Place the pavement marker on the bituminous adhesive approximately 20 seconds after the adhesive is placed on the pavement. Ensure that pavement marker rests solely on the adhesive and not the pavement surface. Ensure that a minimum of 1/8 inch layer of bituminous adhesive remains between the pavement marker and the pavement surface after installation.

6. **ITEM 677 — Eliminating Existing Pavement Markings and Markers**:

   Blast cleaning or black paint will not be an accepted method of pavement marking removal unless otherwise directed by Brazos County.

7. **Subcontractors:** Contractor shall identify every subcontractor it intends to use for the work to the County in writing at least ten (10) calendar days before entering into any subcontract. Contractor shall not use any subcontractor to which County has a reasonable objection. Following County's acceptance of a subcontractor, that subcontractor shall not be changed without County's written consent, which shall not be unreasonably withheld.

H. QUOTE

Item	Quantity	UOM	Description	Unit Price	Total Price
1.	20,000	LF	4" Reflectorized Markings (SLD)(Re-stripe)	$0.19	$3,800.00
2.	20,000	LF	4" Thermo Markings (SLD)(Re-stripe)	$0.40	$8,000.00
3..	5,000	LF	4" Reflectorized Markings (BRK)(Re-stripe)	$0.21	$1,050.00
4.	5,000	LF	4" Thermo Markings (BRK)(Re-stripe)	$0.42	$2,100.00
5.	80,000	LF	4" Reflectorized Markings (SLD) (Layout)	$0.22	$17,600.00
6.	80,000	LF	4" Thermo Markings (SLD) (Layout)	$0.53	$42,4000.00
7.	12,000	LF	4" Reflectorized Markings (BRK) (Layout)	$0.28	$3,360.00
8.	12,000	LF	4" Thermo Markings (BRK) (Layout)	$0.55	$6,600.00
9.	500	LF	12" Reflectorized Markings (SLD) (Re-stripe)	$1.75	$875.00
10.	500	LF	12" Thermo Markings (SLD) (Re-Stripe)	$2.50	$1,250.00
11.	500	LF	12" Reflectorized Markings (SLD) (Layout)	$2.00	$1,000.00
12.	500	LF	12" Thermo Markings (SLD) (Layout)	$3.25	$1,625.00
13.	200	LF	18" Reflectorized Markings (SLD) (Re-stripe)	$2.00	$400.00
14.	200	LF	18" Thermo Markings (SLD)(Re-stripe)	$2.75	$550.00
15.	200	LF	18" Reflectorized Markings (SLD)(Layout)	$2.25	$450.00
16.	200	LF	18" Thermo Markings (SLD)(Layout)	$4.00	$800.00
17.	200	LF	24" Reflectorized Markings (SLD) (Re-stripe)	$3.00	$600.00
18.	200	LF	24" Thermo Markings (SLD) (Re-stripe)	$5.75	$1,150.00
19.	200	LF	24" Reflectorized Markings (SLD) (Layout)	$3.25	$650.00
20.	200	LF	24" Thermo Markings (SLD) (Layout)	$6.25	$1,250.00
21.	10	EA	4' Reflectorized Directional Arrow	$45.00	$450.00
22.	10	EA	4' Thermo Directional Arrow	$85.00	$850.00
23.	10	EA	8' Reflectorized Directional Arrow	$95.00	$950.00
24.	10	EA	8' Thermo Directional Arrow	$185.00	$1,850.00
25.	10	EA	4' Reflectorized Combination Arrow	$75.00	$750.00
26.	10	EA	4' Thermo Combination Arrow	$140.00	$1,400.00
27.	10	EA	8' Reflectorized Combination Arrow	$120.00	$1,200.00
28.	10	EA	8' Thermo Combination Arrow	$200.00	$2,000.00
29.	500	SQ FT	Eliminate Existing Pavement Markings	$1.75	$875.00
30.	20	HR	Pressure Washing	$50.00	$1,000.00
31.	2,000	EA	4" Type II-AA Raised Reflective Pavement Markers	$5.00	$10,000.00
32.	500	EA	4" Type I-A Raised Reflective Pavement Markers	$5.00	$2,500.00
33.	20	EA	Reflectorized Railroad Crossing	$275.00	$5,500.00

34.	20	EA	Thermo Railroad Crossing	$525.00	$10,500.00
35.	1,000	EA	Flexible Chip Seal Markers (yellow & white)	$3.50	$3,500.00
36.	2,000	EA	Removal of 4" Raised Reflective Pavement Markers	$0.95	$1,900.00
37.	20	EA	6.0' X 8.0' the word ONLY waterbased	$100.00	$2,000.00
38.	20	EA	6.0' X 8.0' the word ONLY Thermo	$220.00	$4,400.00
39.	2,000	EA	4" Type 1C Raised Reflective Pavement Markers	$5.00	$10,000.00
40.	30	EA	Handicap Symbol	$150.00	$4,500.00
41.	500	FT	Paint Only Red Curb/Fire Lane Tow Away Zone	$1.50	$750.00
42.	2,000	LF	Paint Only yellow or white parking lot space striping	$0.45	$900.00
43.	2,000	LF	Parking lot striping layout	$0.15	$300.00

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

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

1. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;

2. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;

3. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.

4. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.

5. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.

6. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

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

Name	**Title (Owner, Officer, Director, Manager, Etc.)**
TODD DROWIN	PRESIDENT
PAUL KONVICKA	VICE PRESIDENT

J. HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.

The undersigned affirms the non-debarment statement above, that they are duly authorized to execute this Contract.

The company representative below further affirms, that the company submitting this bid, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: HIGHWAY 1, LLC

Authorized Company Representative: PAUL KONVICKA

Address: 20411 COOK ROAD

TOMBALL, TX 77377

Signature:

Date: 8/17/21

Contract #: 22-018

K. 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: Paul Konvicka Title: Vice President

Company Name: Highway 1, LLC

Phone: (713) 344-1279

Mailing Address: 20411 Cook Road

Tomball, Tx 77377

Email Address: paul@highway1tx.com

Vendor Tax Identification Number: 47-5501808

END OF BID REQUEST NO. 22-018

By signing below, Brazos County agrees that this bid, 22-018 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: Duane Peters _____

Brazos County Commissioner's Court: _____

Date: 9/28/21

Attest: _____

Brazos County Clerk: Karen McQueen

AMENDMENT #1 TO 25-017R- LANE STRIPING & PAVEMENT MARKERS

THIS AMENDMENT TO 25-017R also known as 22-018 and 24-076R, Lane Striping & Pavement Markers ("Amendment") is entered into and effective this November 26, 2025 ("Effective Date") through November 25, 2026 ("Expiration Date") by and between **Brazos County** ("Customer"), and **TRP Construction Group LLC** (previously **Highway 1, LLC**) ("Provider") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS the Parties entered into that certain original contract #22-018 ("Agreement"), now known as 25-017R for purposes TRP Construction Group LLC to provide lane striping and pavement marker services for Brazos County; and

WHEREAS the Parties desire to amend the term and name assignment as set forth in original contract.

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 25-017R through November 25, 2026. This is third of three available renewal options and;

2. Agreement to the assignment and assumption of contract 25-017R whereas Highway 1 LLC transferred, sold, and conveyed to the assignee TRP Construction Group LLC. Whereas TRP Construction Group LLC shall continue to be responsible for the discharge or performance of any duties or obligations under the Contract during the term of the contract. Whereas TRP Construction Group LLC assumes and agrees to perform all the terms' covenants, and conditions of the contract required to be performed from and after the date hereof.

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

BRAZOS COUNTY

Signature

KYLE KACAL

Name

ACTING COUNTY JUDGE

Title

9/30/25

Date

TRP CONSTRUCTION GROUP LLC

Signature

Paul Konvicka

Name

Branch Manager

Title

9/12/25

Date

BID TABULATION #25-017R AMENDMENT #1
Previosly know as #24-076R, 22-018
Lane Striping and Pavement Markers
November 26, 2025 through November 25, 2026

				D.I.J Construction		TRP Construction Group (Previosuly Highway 1)		TRP Construction	
ITEM	QUANTITY	UOM	DESCRIPTION	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	20,000	LF	4" Reflectorized Markings (SLD)(Re-stripe)	$0.33	$6,600.00	$0.19	$3,800.00	N/A	N/A
2	20,000	LF	4" Thermo Markings (SLD)(Re-stripe)	$0.57	$11,400.00	$0.40	$8,000.00	N/A	N/A
3	5,000	LF	4" Reflectorized Markings (BRK)(Re-stripe)	$0.33	$1,650.00	$0.21	$1,050.00	N/A	N/A
4	5,000	LF	4" Thermo Markings (BRK)(Re-stripe)	$0.57	$2,850.00	$0.42	$2,100.00	N/A	N/A
5	80,000	LF	4" Reflectorized Markings (SLD)(Layout)	$0.45	$36,000.00	$0.22	$17,600.00	N/A	N/A
6	80,000	LF	4" Thermo Markings (SLD)(Layout)	$0.75	$60,000.00	$0.53	$42,400.00	N/A	N/A
7	12,000	LF	4" Reflectorized Markings (BRK)(Layout)	$0.35	$4,200.00	$0.28	$3,360.00	N/A	N/A
8	12,000	LF	4" Thermo Markings (BRK)(Layout)	$0.63	$7,560.00	$0.55	$6,600.00	N/A	N/A
9	500	LF	12" Reflectorized Markings (SLD) (Re-stripe)	$3.40	$1,700.00	$1.75	$875.00	N/A	N/A
10	500	LF	12" Thermo Markings (SLD)(Re-stripe)	$4.90	$2,450.00	$2.50	$1,250.00	N/A	N/A
11	500	LF	12" Reflectorized Markings (SLD) (Layout)	$4.10	$2,050.00	$2.00	$1,000.00	N/A	N/A
12	500	LF	12" Thermo Markings (SLD)(Layout)	$6.60	$3,300.00	$3.25	$1,625.00	N/A	N/A
13	200	LF	18" Reflectorized Markings (SLD)(Re-stripe)	$4.45	$890.00	$2.00	$400.00	N/A	N/A
14	200	LF	18" Thermo Markings (SLD)(Re-stripe)	$9.75	$1,950.00	$2.75	$550.00	N/A	N/A
15	200	LF	18" Reflectorized Markings (SLD)(Layout)	$5.40	$1,080.00	$2.25	$450.00	N/A	N/A
16	200	LF	18" Thermo Markings (SLD)(Layout)	$11.05	$2,210.00	$4.00	$800.00	N/A	N/A
17	200	LF	24" Reflectorized Markings (SLD) (Re-stripe)	$4.45	$890.00	$3.00	$600.00	N/A	N/A
18	200	LF	24" Thermo Markings (SLD)(Re-stripe)	$9.75	$1,950.00	$5.75	$1,150.00	N/A	N/A
19	200	LF	24" Reflectorized Markings (SLD) (Layout)	$5.40	$1,080.00	$3.25	$650.00	N/A	N/A
20	200	LF	24" Thermo Markings (SLD)(Layout)	$11.05	$2,210.00	$6.25	$1,250.00	N/A	N/A
21	10	EA	4' Reflectorized Directional Arrow	$40.00	$400.00	$45.00	$450.00	N/A	N/A
22	10	EA	4' Thermo Directional Arrow	$130.00	$1,300.00	$85.00	$850.00	N/A	N/A
23	10	EA	8' Reflectorized Directional Arrow	$100.00	$1,000.00	$95.00	$950.00	N/A	N/A
24	10	Ea	8' Thermo Directional Arrow	$285.00	$2,850.00	$185.00	$1,850.00	N/A	N/A
25	10	EA	4' Reflectorized Combination Arrow	$45.00	$450.00	$75.00	$750.00	N/A	N/A
26	10	EA	4' Thermo Combination Arrow	$170.00	$1,700.00	$140.00	$1,400.00	N/A	N/A
27	10	EA	8' Reflectorized Combination Arrow	$100.00	$1,000.00	$120.00	$1,200.00	N/A	N/A
28	10	EA	8' Thermo Combination Arrow	$335.00	$3,350.00	$200.00	$2,000.00	N/A	N/A
29	500	SQ FT	Eliminate Existing Pavement Markings	$13.00	$6,500.00	$1.75	$875.00	N/A	N/A
30	20	HR	Pressure Cleaning	$325.00	$6,500.00	$50.00	$1,000.00	N/A	N/A
31	2,000	EA	4" Type II-AA Raised Reflective Pavement Markers	$7.50	$15,000.00	$5.00	$10,000.00	N/A	N/A
32	500	EA	4" Type I-A Raised Reflective Pavement Markers	$2.00	$1,000.00	$5.00	$2,500.00	N/A	N/A
33	20	EA	Reflectorized Railroad Crossing	$100.00	$2,000.00	$275.00	$5,500.00	N/A	N/A
34	20	EA	Thermo Railroad Crossing	$500.00	$10,000.00	$525.00	$10,500.00	N/A	N/A
35	1,000	EA	Flexible Chip Seal Markers (yellow & white)	$1.30	$1,300.00	$3.50	$3,500.00	N/A	N/A
36	2,000	EA	Removal of 4" Raised Reflective Pavement Markers	$1.00	$2,000.00	$0.95	$1,900.00	N/A	N/A
37	20	EA	6.0' x 8.0' the word ONLY waterbased	$100.00	$2,000.00	$100.00	$2,000.00	N/A	N/A
38	20	EA	6.0' x 8.0' the word ONLY Thermo	$330.00	$6,600.00	$220.00	$4,400.00	N/A	N/A
39	2,000	EA	4" Type 1C Raised Reflective Pavement Markers	$4.00	$8,000.00	$5.00	$10,000.00	N/A	N/A
40	30	EA	Handicap Symbol	$55.00	$1,650.00	$150.00	$4,500.00	N/A	N/A
41	500	FT	Paint Only Red Curb/Fire Lane Tow Away Zone	$0.80	$400.00	$1.50	$750.00	N/A	N/A
42	2,000	LF	Paint Only yellow or white Parking lot space striping	$0.90	$1,800.00	$0.45	$900.00	N/A	N/A
43	2000	LF	Parking lot striping layout	$0.90	$1,800.00	$0.15	$300.00	N/A	N/A
44	4	EA	Install Preform Legends (MPH)	N/A	N/A	$2,395.00	$9,580.00	N/A	N/A
45	4	EA	Install Preform Legends (35)	N/A	N/A	$2,395.00	$9,580.00	N/A	N/A
			Grand Totals:		$230,620.00		$173,165.00	* Incomplete pricing on Bid was submitted	

RECOMMEND AWARD TO: TRP Construction Group LLC (Previously Highway 1)

3rd Renewal of 3

Approved by Commissioner's Court on this 30 day of SEPT., 2025 by

_____ holding the position of ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING:	9/30/2025
ITEM:	Award of RFP #25-151 Legal Representation of Juveniles. Recommended Award: Gendron & Flanigan.
TO:	Commissioners Court
FROM:	Kaitlyn Battles
DATE:	09/22/2025
FISCAL IMPACT:	True
BUDGETED:	True
DOLLAR AMOUNT:	$337,500.00
NOTES/EXCEPTIONS:	The evaluation committee for this RFP evaluated the proposal received and recommended we award this contract to Gendron & Flanigan to provide legal representation to Juveniles. These attorneys will provide the majority of Juvenile representation offender cases that are appointed by the Juvenile Court based upon the Juvenile's need for representation as required by the Texas Juvenile Justice Code. Gendron & Flanagan agree to meet or exceed the IJA-ABA Standards for Juvenile Justice relating to the quality of service provided by court-appointed attorneys for Juveniles. This contract goes into effect October 1, 2025 through September 30, 2026 receiving $337,500.00 annually for their services.

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract_-_Gendron___Flanigan.pdf	Contract	Backup Material
RFP_-_Gendron___Flanigan.pdf	RFP	Backup Material
Tabulation.pdf	Tabulation	Backup Material

PROFESSIONAL SERVICES AGREEMENT
FOR LEGAL REPRESENTATION OF JUVENILES

This Professional Services Agreement for Legal Representation of Juveniles (the "Contract") is between Gendron & Flanigan (hereinafter referred to as "Contract Attorneys") and Brazos County, a political subdivision of the State of Texas (hereinafter referred to as "County").

WHEREAS, Texas law mandates the provision of legal representation for juveniles accused of a crime; and

WHEREAS, pursuant to controlling state and federal law, the sum provided for therein may be determined by a contract between the County and responsible attorneys; and

WHEREAS, the Contract Attorneys are qualified by reason of education, professional accreditation, experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Contract on behalf of the County; and

WHEREAS, the County has determined that the program contemplated herein to be performed by the Contract Attorneys is within its legal authority to grant and such program will provide competent legal representation to juvenile citizens in need of representation as required by the Texas Juvenile Justice Code (hereinafter referred to as "Juvenile(s)"); and

WHEREAS, a committee of judges comprised of the 85th District Court Judge, 361st District Court Judge, 272nd District Court Judge, 472nd District Court Judge, Brazos County Court at Law No. 1 Judge, and Brazos County Court at Law No. 2 Judge is the appointing authority ("Appointing Authority"); and

WHEREAS, it is in the public interest that the County contract with the Contract Attorneys to render the usual and customary legal services where required by law to be provided to Juveniles.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, the County and the Contract Attorneys (each a "Party," collectively, the "Parties") represent and agree as follows:

I.
TERM OF CONTRACT

The Contract Attorneys will begin accepting appointments under this Contract to represent Juveniles on October 1, 2025 and will cease to be appointed to cases after September 30, 2026, unless the Contract is renewed between the County and the Contract Attorneys before October 1, 2026. The Contract may be extended as provided in Request for Proposal No. 25-151, which is incorporated in its entirety and attached hereto as Exhibit A.

The Contract becomes effective upon approval and execution by the Brazos County Commissioners Court.

II.
SCOPE OF CONTRACT

Legal representation shall be provided as detailed in RFP No. 25-151. Beginning on the start date of this Contract, the Contract Attorneys will be jointly appointed counsel to the majority of all Juvenile offender cases that are appointed by the Juvenile Court based upon the Juvenile's need for representation as required by the Texas Juvenile Justice Code. Juveniles. All cases Contract Attorneys are appointed as legal counsel in accordance with Texas Family Code Sections 51.10, 51.101, and 54.01 during the term of this Contract shall be included in the scope of this Contract.

III.
MINIMUM ATTORNEY QUALIFICATIONS AND STANDARDS OF REPRESENTATION

The minimum attorney qualifications shall be as specified in RFP No. 25-151. The Contract Attorneys shall provide zealous legal services to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

IV.
DURATION OF REPRESENTATION

Once representation is commenced during the term of this Contract, Contract Attorneys will have the responsibility to complete all cases from time of appointment to and including final adjudication or disposition in the Juvenile Court and, as necessary, any further action.

V.
SUBSTITUTION OF ATTORNEYS

The Contract Attorneys shall be substituted only according to the terms as specified in RFP No. 25-151.

VI.
CASELOAD LIMITATIONS

The maximum number hearings that each attorney is allowed to perform under this Contract are one hundred (100) hearings per week. Two (2) attorneys shall be present in Juvenile Court for all regularly scheduled Juvenile Court dockets that list five (5) or more Juvenile offenders.

VII.
CONFLICTS OF INTEREST

The procedures for dealing with conflicts of interest as specified in RFP No. 25-151 shall be followed.

VIII.
INVESTIGATORS AND EXPERTS / EXPENSES

Pursuant to RFP No. 25-151, the Contract Attorneys will be solely responsible for all routine expenses associated with the representation of appointed Juveniles. There shall be no additional compensation or reimbursement due on any case without the express, advance, and written approval of the Juvenile Court having jurisdiction over the case. Contract Attorneys may receive reimbursement for investigative or expert witness expenses with prior written approval if the expenses are both reasonable and necessary. The County will not be obligated to provide reimbursement for expenses incurred without prior written approval of the Juvenile Court.

IX.
COMPENSATION AND PAYMENT PROCESSES

The sum of THREE HUNDRED AND THIRTY SEVEN THOUSAND, FIVE HUNDRED D0OLLARS ($337,500.00) is to be paid to the Contract Attorneys in twelve (12) equal installments of TWENTY EIGHT THOUSAND, ONE HUNDRED AND TWENTY FIVE DOLLARS ($28,125.00) on the 1st of each month beginning November 1, 2025, and continuing thereafter until October 1, 2026. Payment shall be made as specified in RFP No. 25-151 according to the requirements of the Brazos County Auditor. Payment is to be made to the "Juvenile Operating Account" unless otherwise specified in writing by the Contract Attorneys. Compensation for cases Contract Attorneys are appointed as legal counsel in accordance with Texas Family Code Sections 51.10, 51.101, and 54.01 during the term of this Contract shall be included in the above sum. For cases assigned but not disposed of within the term of the Contract, the Contract Attorneys shall be compensated according to the regular schedule of fees for services provided to attorneys representing juvenile clients as listed in the Brazos County Indigent Defense Plan.

X.
REPRESENTATION

10.1 The Contract Attorneys reserve the right to designate which attorney shall perform the various aspects of representation of the Juveniles.

10.2 The Contract Attorneys' legal representation shall be professionally competent and meet all constitutional, statutory, and case law requirements.

10.3 The Contract Attorneys shall agree to meet or exceed the IJA-ABA Standards for Juvenile Justice relating to the quality of service provided by court-appointed attorneys to juveniles.

10.4 The Contract Attorneys shall complete all legal representation and support services for Juveniles appointed during the term of this Contract. Such services shall include but not be limited to:

a. all necessary court appearances;
b. legal research;
c. investigative services, if necessary;
d. services of an interpreter which are required outside of court;
e. preparation for and necessary appearances in pretrial hearings, trial, and writ proceedings;
f. preparation of briefs and other necessary legal documents;
g. defense-required court reporter transcripts not statutorily mandated; and
h. filing notice of appeal and other legal documents when necessary pursuant to Contract Attorneys' representation.

10.5 Contract Attorneys shall render all professional legal services reasonably required from the time of appointment to and including final adjudication or disposition in the Juvenile Court and, as necessary, filing notice of appeal, if any, and other legal documents pertaining thereto.

10.6 Contract Attorneys shall maintain all appropriate attorney case records and shall assure prompt inspection or transmission of copies of same upon order of the Court to any successor Contract Attorney or private counsel on appeal regarding active cases or to the person represented.

XI.
INDEPENDENT CONTRACTOR

11.1 The parties agree that this Contract does not create the relationship of attorney and client nor employee and employer between Contract Attorneys and the County.

11.2 Each Contract Attorney at all times shall be deemed independent and shall be wholly responsible for the manner in which it performs the service required by the terms of this Contract.

11.3 Each Contract Attorney exclusively assumes responsibility for the acts of its subcontractors, associates and employees related to the services provided during the term and scope of their employment.

11.4 Each Contract Attorney shall not delegate nor assign any rights or obligations hereunder, either in whole or in part, without prior written consent of the Appointing Authority and the County.

XII.
INDEMNIFICATION

The Contract Attorneys agree to indemnify, defend, and save harmless the County and to procure and maintain professional liability insurance as instructed in the RFP No. 25-151.

XIII.
RIGHT OF TERMINATION

13.1 This Contract can be terminated upon thirty (30) days written notice by either Party.

13.2 Notwithstanding paragraph section 13.1 above, failure of either Contract Attorney to comply with the terms of this Contract and any reasonable directions by, or on behalf of the County, pursuant thereto, shall constitute a material breach of the Contract by Contract Attorneys, and, in addition to any other remedy authorized by law, the County shall have the right to terminate the Contract immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. This Contract may be terminated, at the option of the County, upon the occurrence of any of the following:

a. Violation of any material provisions of the Contract;
b. Initiation of proceedings by, or against, the Contract Attorneys pursuant to the bankruptcy laws of the United States;
c. Suspension of business operations, failure or receivership of the Contract Attorneys;
d. Assignment of the Contract without prior written approval;
e. Initiation of disciplinary proceedings against either Contract Attorney by the State Bar of Texas;
f. Commencement of criminal prosecution of either Contract Attorney; or
g. Cancellation or other discontinuance of malpractice insurance liability coverage.

13.3 Upon expiration or termination (by cancellation or otherwise), unless specifically relieved by the Courts, each Contract Attorney shall be required to complete representation of all Juveniles in all cases where previously appointed by the Court.

XIV.
RIGHT OF AUDIT

The Contract Attorneys shall provide the County Auditor written information regarding juvenile hearings, including type, number, and outcome, for the thirty (30) day period prior to receiving a disbursement for services performed in the Contract.

XV.
RECORDS RETENTION

Each Contract Attorney shall maintain all records and supporting documents pertaining to the Contract Attorneys' assigned cases for a minimum of five (5) years past the date of final payment under this Contract or until the Juvenile's 21st birthday, whichever occurs later.

XVI.
GOVERNING LAW AND VENUE

The validity of this Contract and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any suit filed against Brazos County shall be Brazos County.

XVII.
NOTICE

Except where oral notice is specifically allowed or required under this Contract, any notice provided hereunder by any Party to another shall be in writing and may be either (1) delivered by hand to the Party or the Party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service to the following:

For Brazos County:
County Judge
200 S. Texas Ave.
Suite 332
Bryan, TX 77803
Ph: (979) 361-4102
Fax: (979) 361-4503

For Contract Attorneys:
Gendron & Flanigan
318 N. Bryan Avenue
Bryan, Texas 77803

XVIII.
SEVERABILITY

In the event that a court finds any provision of this Contract invalid and/or unenforceable, Parties agree the remaining provisions shall remain valid and in force.

XIX.
ADDITIONAL TERMS

19.1 Entire Agreement. This Contract embodies the complete agreement between the Parties and supersedes any and all earlier contracts between the Parties for the specified services.

19.2 Incorporation of RFP No. 25-151. Any other requirements of RFP No. 25-151 that are not specifically noted in this Contract are incorporated into this Contract.

19.3 Available Funds. The Contract Attorneys expressly acknowledge that all monies paid pursuant to this Contract shall be paid from budgeted available finds for the current fiscal year of the County.

19.4 Open Meetings. The meetings at which this Contract was approved by the Brazos County Commissioners Court were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Contract to be effective as of the date executed by County.

BRAZOS COUNTY, TEXAS

By: _____ Date: 9/30/25
ACTING County Judge

Attest: Karen McQueen Date: 9/30/25
By: Karla Peters-Bauer
Chief Deputy

CONTRACT ATTORNEYS

By: _____ Date: 9/22/25
Contract Attorney

By: _____ Date: 9/22/2025
Contract Attorney

REQUEST FOR PROPOSALS

RFP NO. CIP 25-151

Legal Representation of Juveniles

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, September 9, 2025, 2:00pm CST

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

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

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

Company Name: GENDRON & FLANIGAN

By (Print): Patrick K. Gendron Title: Partner

Physical Address: 318 N. Bryan Avenue, Bryan, Texas 77803

Mailing Address: P.O. Box 6561, Bryan, Texas 77805

Telephone: 979-775-9500 Fax: 979-775-0026 E-Mail: gendron@suddenlinkmail.com

Section 1

Letter of Transmittal (limit – one page) – Organization: (10 points)

1.
Name of Firm, address, phone, email: **GENDRON & FLANIGAN**

Physical Address:
318 N. Bryan Avenue
Bryan, Texas 77803
Phone: 979-775-9500

Mailing Address:
P.O. Box 6561
Bryan, Texas 77805
Email: gendron@suddenlinkmail.com

2.
Form of Business Organization (individual, partnership, etc.): **PARTNERSHIP**

3.
Year Business was founded: **April 2024**

4.
Provide the name(s) of the person(s) authorized to make representations of your Firm, their titles, address, telephone numbers and email address.

Shannon B. Flanigan – partner
P.O. Box 482, Bryan, TX 77806 979-822-2746 shannon@flaniganlawfirm.com

Patrick K. Gendron – partner
P.O. Box 6561, Bryan, TX 77805 979-775-9500 gendron@suddenlinkmail.com

5.
Our firm understands fully the services to be performed. We have fully performed these services to the utmost degree for 25 years. We are zealous advocates for our clients and currently make the representation of juveniles the priority of our practice. The Statement of Work makes a point of filing few, if any, motions for continuance in cases on the grounds of a conflicting setting in another court. We have never filed a motion for continuance for a case set for contested hearing in front of the Juvenile Referee based on a conflicting setting elsewhere – never in 25 years. Over the years, the juvenile prosecutors have requested continuances based on conflicting settings, but our team approach has meant that the daily juvenile referee's docket continues uninterrupted. We continue, as always, to make a positive commitment to provide the services as specified in the Statement of Work. We are the only firm, or group of attorneys, in Brazos County that has the proven track record, the reliability, and experience to provide the services requested.

6.

Patrick K. Gendron - partner

Shannon B. Flanigan – partner

Section 2 – Experience of Firm's proposed personnel – (35 points)

1. List the number of employees in your firm. 4 staff persons and 2 attorneys - the number of interns fluctuates from 2 to 10 every semester (averaging about 6 per semester)

2. Patrick K. Gendron and Shannon B. Flanigan will perform legal representation. Resumes follow on the next pages which demonstrate qualifications to satisfy all critical and service requirement areas.

3. Staff

Jeffrey Martinez

Jeffrey Martinez, who has been with us for almost 9 years, is the lead staffer on juvenile matters handled by Gendron & Flanigan and he assists on all matters related to juvenile representation. Mr. Martinez, fluent in Spanish, has a wealth of experience in client relations and utilizes his expertise when dealing with clients, their families, probation officers, and court personnel. Mr. Martinez is on call 24 hours a day 7 days a week to assist on any and all cases. At times, he has to track clients and parents down at their home or other locations, give them rides to court or the office, and anything else that is required of him. Mr. Martinez is a successful product of Bryan High School (Class of 2011) and a graduate of the Blinn Paralegal Program. He grew up on the very streets that most of our clients are from. We utilize his knowledge of the community on a daily basis.

Tiffany Flanigan

Tiffany Flanigan recently resigned as an Instructional Assistant at a local elementary school to assist Flanigan as the Office Manager due to the increasing demands of juvenile representation under the contract. Her past experience in the office and in the classroom make her ideal in dealing with client communication and coordinating office personnel and duties.

Faith Ryan

Faith Ryan is a graduate of the Blinn Paralegal program and has a certificate as a Legal Office Specialist. She is incredibly gifted in dealing with clients on the phone and in person as well as keeping the office organized by coordinating Flanigan's court calendar and keeping his client files up to date. She has been instrumental in helping Flanigan in several recent trials. She continues to work part time in the office while attending Texas A&M University.

Jesicca McEvoy

Jessica McEvoy also is a recent graduate of the Blinn Paralegal program and has a certificate as a Legal Office Specialist and in Mediation. She assists in client communication and clerical organization and has also helped Flanigan in recent jury trials. She continues to work part time in the office preparing to attend Texas A&M University.

4. **Staff and Attorney Resumes with References – see following pages**

5. **Copies of Texas State Board Licenses and Certification – see following pages**

6. **List of cause number, the identity of the court and dates of trials for the prior five (5) year period for each attorney – See Attorney Resume Appendices on following pages**

7. **See attached copies of most recent annual compliance reports with each resume**

Patrick K. Gendron

318 N. Bryan Ave., Bryan, Texas 77803
Office: (979) 775-9500 | Fax: (979) 775-0026 | gendron@suddenlinkmail.com

Professional Specializations:

Board Certified, Texas Board of Legal Specialization, Juvenile Law (2019 – present)

Legal

Law Office of Patrick K. Gendron, Bryan, Texas - 1998 to present.
General practice with a concentration and specialization in Juvenile Defense. Other areas of practice consist of real estate, probate, and government relations.

Juvenile Law Section of the State Bar of Texas – member since 2000
- Chair - 2020-2021
- Council member 2014-2022 (Officer from 2017-2022)
- Chair of the 33rd Annual Texas Juvenile Law Conference – Feb. 2020
- Contributor to development of forms used by practitioners around the State of Texas
- Chaired and served on various committees – Legislative, Forms, Publications, etc.

Mentor Program – partnership with Texas A&M Sociology Dept. for 23 years

Juvenile Delphi Panel - Texas A&M University's Public Policy Research Institute (PPRI) and Texas Indigent Defense Commission – Advisory Panel member – 2015/2016

Legal Services to the Poor in Criminal Matters - Standing Committee of the State Bar of Texas
- Contributor to the Performance Guidelines for Juvenile Representation in Delinquency Proceedings 2015/2016

Mediator with the Dispute Resolution Center/Central Brazos Valley Inc. – (previous)

National Association of Counsel for Children – member (previous)

Juvenile Law Section of the State Bar of Texas – Forms Committee Member – current

Legal Presentations

Texas Criminal Defense Lawyers Ass'n – College Station CLE
- February 28, 2004 – Speaker on Juvenile Law

FDA 2013 Southwest Regional Retail Food Seminar - September 19, 2013 – legal presenter

Robert O. Dawson Juvenile Law Institute Annual Conference
- February 2019 - Speaker – Lecture on Juvenile Law
- February 2021 – Speaker – Lecture on Juvenile Law

Education

The University of Texas School of Law – *Juris Doctor* - 1997

Texas A&M University - *Bachelor of Science in Political Science* – 1994 –Magna Cum Laude

CLE in Juvenile Law – more than 375 hours

40 Hours Meditation Training Course - Bryan, Texas – October 1997

References

Honorable Glynis Gore
Former Juvenile Referee Brazos County Juvenile Court
Former Trial Chief Brazos County District Attorney's Office
(979) 422-2380 | glynis.miller4@gmail.com

Judge Tuck McLain
County Court at Law Judge Grimes County
Former Grimes County District Attorney
(936) 873-4472 | tuck.mclain@grimescountytexas.gov

Billy Carter, Esq.
Attorney at Law
(979) 779-0712 | wfcarterlaw@gmail.com

Honorable Cyndi Gore
Director – Collin County Juvenile Services
Former Municipal Court Judge – City of Allen, Texas
Former Juvenile Prosecutor and Former Juvenile Defense Attorney
(972) 548-6473 | cgore@co.collin.tx.us

Kaci Singer
Deputy General Counsel
Texas Juvenile Justice Department
(512) 490-7623 | kaci.singer@tjjd.texas.gov

Honorable Riley Shaw
Director – Tarrant County Juvenile Services
Former Associate Judge, 323rd Judicial District Court of Tarrant County
Former Deputy Division Chief - Criminal Division of Tarrant County DA's Office
Former Chief Juvenile Prosecutor – Tarrant County
(817) 838-4600 | rshaw@tarrantcounty.gov

Appendix A – Trial Settings

Appendix B – Gendron Law License and Board Certification

Appendix C – Compliance Reports

Appendix A - Trial Settings

Date	Cause No.	Court
08/27/20	326-J-19	272nd Court
09/22/20	89-J-20	Juvenile Court
09/25/20	45-J-20	Juvenile Court
10/07/20	45-J-20	Juvenile Court
10/13/20	91-J-20	Juvenile Court
11/11/20	149-J-19	Juvenile Court
11/30/20	13-J-19	85th Court
12/01/20	25-J-20	Juvenile Court
12/10/20	89-J-20,84-J-20	272nd Court
02/09/21	296-J-17	Juvenile Court
02/17/21	98-J-19	Juvenile Court
03/02/21	142-J-19,225-J-19	Juvenile Court
03/22/21	293-J-19,289-J-19,292-J-19	272nd Court
04/14/21	223-J-19,309-J-19,14-J-20	Juvenile Court
04/23/21	86-J-20	272nd Court
04/30/21	86-J-20	272nd Court
05/21/21	48-J-20,555-J-18	Juvenile Court
05/26/21	96-J-20	Juvenile Court
06/22/21	26-J-21	Juvenile Court
07/07/21	179-J-20	Juvenile Court
08/16/21	23-J-20	361st Court
08/17/21	2-J-21	272nd Court
08/24/21	49-J-20	Juvenile Court
08/27/21	18-J-21	Juvenile Court
09/14/21	75-J-20,193-J-20	Juvenile Court
09/22/21	322-J-19,70-J-20	Juvenile Court
09/22/21	322-J-19,70-J-20	Juvenile Court
09/23/21	587-J-18	272nd Court
10/05/21	18-J-21	Juvenile Court
10/07/21	214-J-19	272nd Court
10/12/21	9-J-21	Juvenile Court
10/12/21	47-J-21	Juvenile Court
10/18/21	142-J-20	272nd Court
11/15/21	136-J-20	272nd Court
12/13/21	186-J-19	Juvenile Court
12/14/21	120-J-21,158-J-21	Juvenile Court
01/12/22	22-J-21,141-J-21	Juvenile Court
02/08/22	210-J-21	Juvenile Court
02/22/22	165-J-20	Juvenile Court
02/25/22	356-J-18,171-J-19	85th Court
02/25/22	142-J-21	Juvenile Court
03/03/22	140-J-21	Juvenile Court
03/10/22	199-J-21	85th Court
03/21/22	141-J-20	272nd Court
03/23/22	210-J-21	Juvenile Court
03/25/22	727-J-18	272nd Court
04/19/22	191-J-21,210-J-21,214-J-21	Juvenile Court
04/22/22	14-J-22	85th Court
05/02/22	18-J-22	361st Court
05/05/22	26-J-22	361st Court
05/16/22	89-J-20,84-J-20	272nd Court
06/13/22	30-J-21	272nd Court
06/24/22	47-J-21	Juvenile Court
06/28/22	138-J-20	Juvenile Court
07/11/22	214-J-19	272nd Court
07/11/22	214-J-19	272nd Court
07/22/22	214-J-19	272nd Court
08/16/22	178-J-21	Juvenile Court
08/26/22	120-J-21	361st Court
08/30/22	189-J-21	Juvenile Court

Appendix A - Trial Settings

10/11/22	164-J-22	Juvenile Court
10/18/22	55-J-21	Juvenile Court
10/28/22	205-J-19	361st Court
11/01/22	190-J-22	Juvenile Court
11/11/22	81-J-22, 344-J-22	Juvenile Court
11/15/22	249-J-21	Juvenile Court
11/29/22	324-J-19	Juvenile Court
11/29/22	152-J-22, 289-J-22	85th Court
12/20/22	148-J-22	Juvenile Court
01/10/23	282-J-22	Juvenile Court
01/10/23	268-J-22	Juvenile Court
01/10/23	39-J-22	Juvenile Court
01/13/23	159-J-21, 217-J-22	Juvenile Court
01/13/23	159-J-21, 217-J-22	Juvenile Court
01/31/23	286-J-21	Juvenile Court
02/03/23	212-J-22	Juvenile Court
02/03/23	149-J-22, 220-J-22, 235-J-22	Juvenile Court
02/07/23	75-J-22	Juvenile Court
02/20/23	244-J-22	361st Court
03/24/23	212-J-22	Juvenile Court
04/12/23	102-J-22, 13-J-23	Juvenile Court
04/24/23	286-J-21	272nd Court
06/09/23	105-J-22	272nd Court
06/13/23	159-J-23, 179-J-23	Juvenile Court
06/21/23	12-J-22	Juvenile Court
06/30/23	105-J-22	272nd Court
07/10/23	268-J-22	272nd Court
07/11/23	26-J-20, 20-J-21, 97-J-23	Juvenile Court
07/11/23	26-J-20, 20-J-21, 97-J-23	Juvenile Court
07/12/23	346-J-22	Juvenile Court
07/31/23	105-J-22	272nd Court
09/05/23	134-J-23	Juvenile Court
09/05/23	448-J-22	Juvenile Court
09/08/23	241-J-23	Juvenile Court
09/12/23	182-J-23, 324-J-19	Juvenile Court
09/12/23	182-J-23, 324-J-19	Juvenile Court
09/13/23	107-J-23	Juvenile Court
09/19/23	85-J-23	Juvenile Court
09/26/23	31-J-23, 352-J-23, 295-J-23	Juvenile Court
09/26/23	31-J-23, 352-J-23, 295-J-23	Juvenile Court
09/26/23	338-J-22	Juvenile Court
10/03/23	78-J-23	Juvenile Court
10/17/23	255-J-23	Juvenile Court
01/02/24	279-J-23	Juvenile Court
01/09/24	266-J-22	Juvenile Court
01/09/24	19-J-22	Juvenile Court
01/24/24	337-J-23, 341-J-23	272nd Court
01/30/24	337-J-23, 341-J-23	272nd Court
03/19/24	182-J-23, 351-J-23, 469-J-23	Juvenile Court
03/19/24	182-J-23, 351-J-23, 469-J-23	Juvenile Court
03/26/24	223-J-23, 37-J-24, 81-J-24	Juvenile Court
04/02/24	376-J-22	Juvenile Court
05/15/24	73-J-23, 248-J-23, 406-J-23, 454-J-23	Juvenile Court
05/28/24	19-J-22	272nd Court
07/10/24	399/23, 441/23, 464/23, 50/24, 59/24	Juvenile Court
08/16/24	310-J-23	Juvenile Court
08/19/24	23-J-24	Juvenile Court
08/21/24	290-J-23	Juvenile Court
08/28/24	46-J-24	Juvenile Court
09/04/24	99-J-24	Juvenile Court
11/13/24	252-J-23	Juvenile Court

Appendix A - Trial Settings

01/08/25	122-J-24	Juvenile Court
01/13/25	124-J-24	Juvenile Court
01/15/25	228-J-24	Juvenile Court
01/22/25	173-J-24	Juvenile Court
01/31/25	504-J-23	472nd Court
02/24/25	358-J-23	272nd Court
05/14/25	378-J-24	Juvenile Court
05/28/25	329-J-24	Juvenile Court
06/09/25	253-J-24, 20-J-25	472nd Court
06/10/25	253-J-24, 20-J-25	472nd Court
06/11/25	253-J-24, 20-J-25	472nd Court
07/09/25	84-J-25	Juvenile Court
08/14/25	253-J-24	472nd Court
09/10/25	327-J-24, 95-J-25	Juvenile Court

Appendix B

THE SUPREME COURT OF TEXAS

This is to certify that

Patrick Keith Gendron

having fulfilled all of the requirements of law
and having subscribed to the official oath,
is upon the motion of the Board of Law Examiners
hereby duly admitted and licensed as an

ATTORNEY AND COUNSELOR AT LAW

to practice in all Courts of the State of Texas

In testimony whereof, we hereby set our hands and have ordered to be affixed the Seal of the Supreme Court of Texas

Thomas R. Phillips, Chief Justice

Raul A. Gonzalez, Justice

Nathan L. Hecht, Justice

John Cornyn, Justice

Craig Enoch, Justice

Rose Spector, Justice

Priscilla R. Owen, Justice

James A. Baker, Justice

Greg Abbott, Justice

Duly admitted to the practice of law on the 7th day of November A.D., 1977

John T. Adams, Clerk of the Supreme Court

Texas Board of Legal Specialization

Be it known that

Patrick Keith Gendron

Having met all requirements
is hereby granted a Certificate of Special Competence and is

Board Certified

in

Juvenile Law

by the Texas Board of Legal Specialization
acting under authority delegated to it by the Supreme Court of Texas

Conferred on the 31st of December, 2019

subject to required renewal each succeeding 5th anniversary thereafter.

William J. Carroll
Chair, Texas Board of Legal Specialization

Nathan L. Hecht
Chief Justice, Supreme Court of Texas

Appendix B

TEXAS BOARD OF LEGAL SPECIALIZATION

505 E. Huntland Dr., Ste. 400, L. B. 28, Austin, Texas 78752
1-833-413-0253 · 512-706-4500 · Fax: 512-427-4257
E-mail: tbls@texasbar.com · www.tbls.org

February 5, 2025

Atty 24002132 / JV 15878-2019
Mr. Patrick Keith Gendron
Law Office of Patrick K Gendron
PO Box 6561
Bryan, TX 77805-6561

Re: Juvenile Law

Dear Mr. Gendron:

The Texas Board of Legal Specialization is pleased to inform you that you are approved for recertification in the referenced specialty area. Congratulations! Attached is a recertification seal that demonstrates the successful completion of the 2024 recertification requirements. Your next recertification will be in the year 2029.

Note: If 2025 CLE hours were used to complete the 2024 recertification CLE requirement, the deduction of the 2025 CLE hours will be reflected on your TBLS CLE Summary for your next recertification in 2029.

Please be informed that TBLS uses your State Bar of Texas Membership contact information for purposes of correspondence, and publication in the TBLS Online Directory. Any changes made to your contact information should be updated with the State Bar Membership Department. You may edit your profile and contact information by accessing your SBOT profile online at Texasbar.com, or you can call 1-800-204-2222, ext. 1383.

Lastly, we would like to remind you of the TBLS website's "Contact Us" page. There, you can contact the TBLS staff via a website messenger. It's a convenient way to contact us should you have any questions, or require assistance. Simply click on a TBLS staff person's name and complete the contact form.

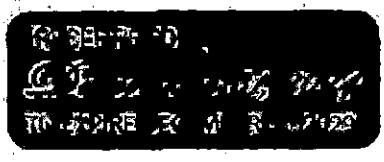
If you have any questions or need assistance, contact Molly Galvez, Juvenile Law Analyst at mgalvez@texasbar.com or by phone at 1-833-413-0253 or 512-706-4508.

Sincerely,

Leo D. Figueroa

Leo D. Figueroa
Executive Director

Attachment



Appendix C

Attorney Patrick Gendron

BRAZOS COUNTY INDIGENT DEFENSE COMPLIANCE AFFIDAVIT –

CRIMINAL CASES WITH ANNUAL CERTIFICATION OF KNOWLEDGE OF BRAZOS COUNTY INDIGENT DEFENSE PLAN / LOCAL RULES / ADMINISTRATIVE ORDER FOR IMMIGRATION ADMONISHMENTS /

(Please initial each blank, sign at bottom and attach CLE)

The following information is required to ensure compliance with the Brazos County Indigent Defense Plan. Because you are an officer of the court, no notary is required.

P.G. I certify that I have read and understand the Brazos County Indigent Defense Plan, Local Rules and Administrative Order for Immigration and will comply with all rules and requirements listed therein.

P.G. I certify that I have complied with the continuing legal education requirements of the Brazos County Indigent Defense Plan by: (Attach copies)

_____ maintaining my certification in criminal law with the Texas Board of Legal Specialization throughout the twelve months prior to my last birthday.

P.G. attending and receiving credit for at least (6) hours of continuing legal education in criminal law within the twelve months prior to my last birthday as shown on the attached copy of my State Bar of Texas CLE report.

_____ attending and receiving credit for _____ hours of continuing legal education in criminal law within the twelve months prior to my last birthday and claiming credit for _____ hours of carryover credit from the year prior, as shown on the attached copy of my State Bar of Texas CLE report.

P.G. I certify that I shall provide to the court, within 72 hours of receiving notice of appointment, an acknowledgment of the appointment and confirmation that I have made reasonable efforts, as required, to contact the defendant by the end of the first working day after the appointment is received.

P.G. I certify that I **must personally visit** all incarcerated defendants within 10 days of receipt of the appointment and if the defendant is not incarcerated, I shall schedule an interview as soon as practicable.

P.G. I certify that my license is current and in good standing with the State Bar of Texas.

P.G. I certify that there is no court finding that I provided ineffective assistance of counsel.

P.G. I certify that I have not been the recipient of any public disciplinary action by the State Bar of Texas or any other attorney licensing authority of any state or the United States within the last five (5) years.

P.G. I certify that I have not been convicted of any felony offense or of any misdemeanor involving moral turpitude within the last ten (10) years. For purposes of this requirement, "convicted" includes, but is not limited to, serving any period of community supervision or deferred adjudication supervision under any federal, district or county court.

P.G. I certify that I am not delinquent in payment of obligations to the State Bar of Texas, or to any taxing authority, including Brazos County, the State of Texas and the United States.

P.G. I certify that I am not delinquent in the payment of any child support obligation.

P.G. I certify that I must notify the **Brazos County Misdemeanor Associate Court 1/Indigent Defense Office**, in writing, of any changes of address, telephone, email or standing with the State Bar of Texas.

PG I certify that I must annually file, no later than October 15, a statement that describes the percentage of my practice time dedicated to work based on appointments accepted in this county for adult criminal cases and juvenile cases for the prior 12 months that begins October 1 and ends on September 30. The report must be submitted through the online form to the Texas Indigent Defense Commission.

PG I acknowledge my Padilla obligation to the defendant and understand that I can obtain free assistance with immigration issues through *myPadilla.com*.

P.G I certify that I maintain an office with a telephone that is answered during normal business hours by office staff, an answering service or a voice recording device or other messaging system that can promptly locate me and notify me of any appointment or hearing. I maintain an email capable of receiving notices/messages 24 hours a day, seven days a week. **I understand that I may designate only 1 email address for my office for receipt of court correspondence, appointments and settings.**

My contact information is as follows:

Mailing Address: P.O. Box 6561, Bryan, Texas 77805

Physical Address: 318 N. Bryan Ave., Bryan, Texas 77803

Office Telephone: ( )979-775-9500 Cell Phone: ( ) 979-739-5555

Email Address: gendron@suddenlinkmail.com

I certify that everything herein is true and correct.

Patrick Gendron
Signature

Sept. 9, 2025
Date

Patrick Gendron
Clearly Printed Name

gendron@suddenlinkmail.com

From: mcle2 <mcle2@TEXASBAR.COM>
Sent: Friday, November 1, 2024 6:15 PM
To: Patrick Keith Gendron
Subject: MCLE Annual Verification Report 24002132 CRM:0018579

Can't see the email below? Log into your account at TexasBar.com

STATE BAR OF TEXAS

Minimum Continuing Legal Education

Annual Verification Report

MCLE Compliance Year: 2025 01/02/2024 - 01/01/2025

Barcard: 24002132
Birth Month: 1 - January

Membership Status: Active
MCLE Reporting Status: Regular

Patrick Keith Gendron
PO Box 6561
Bryan, TX 77805-6561

MCLE Compliance Status:

In Compliance

ANNUAL VERIFICATION REPORT

MCLE records show you have completed and reported all required CLE for your 2025 compliance year. Unless the information on this report is incorrect, no further action is required.

Summary of CLE Hours		Accredited Hours	Ethics Hours	Self Study Hours	Self Study Ethics	Total Hours	Total Ethics
1. Carried Forward From	2024	2.50	0.75	0.00	0.00	2.50	0.75
2. Hours Earned During	2025	16.00	2.75	10.00	0.00	26.00	2.75
3. Hours Applied Toward	2025	12.00	3.00	3.00	0.00	15.00	3.00
4. Hours Needed For	2025	0.00	0.00	*0.00	*0.00	0.00	0.00
5. Carry Forward To	2026	6.50	0.50	3.00	0.00	9.50	0.50
6. Hours Needed In	2026	5.50	2.50	0.00	0.00	5.50	2.50

* Number of hours that may be completed through self-study.

CLE Hours Reported For 2025 Compliance Year				2025 Compliance Year	
Date Taken	Date Reported	Course Number	Course Title	Credit Hours	Included Ethics Hours

05/01/2022	02/17/2024	7	Other Self-study	5.00	0.00
09/29/2019	02/17/2024	7	Other Self-study	5.00	0.00
02/28/2024	04/25/2024	174227013	37th Annual Juvenile Law Conference	16.00	2.75
			Total CLE Hours Reported	**26.00**	***2.75**
				* 2.75 Ethic hours included in the 26.00 total.	

YOUR RESPONSIBILITY

Please remember, CLE sponsors are not required to meet attorneys' reporting deadlines. If CLE credit hours are missing from your record, or if you are completing a CLE activity now to comply with MCLE requirements, you will need to report this information online or return a completed Credit Input Form in order to avoid non-compliance penalties.

REPORT YOUR HOURS

Click HERE to log in to your MCLE record to review your current status and report additional CLE credits.

As an alternative to online reporting, you may still report CLE credits by completing and submitting a scannable "State Bar of Texas CLE Credit Input Form". If you do not have this form and do not want to report online, please contact our office to request a copy be mailed to you. Please include your name, bar number and address in your e-mail request to mcle@texasbar.com. Photocopies, faxed and emailed copies of the Credit Input Form will not be accepted.

Click HERE for Detailed Reporting Instructions on the Texas Bar website.

CONTACT US

If you have questions or concerns about your MCLE record or compliance requirements, please contact our office:

State Bar of Texas - MCLE Department
Phone: 800-204-2222, ext 1806
Fax: 512-427-4423
E-mail: mcle@texasbar.com

Mailing Address: P.O. Box 13007, Austin, Texas 78711-3007
Physical Address: 1414 Colorado, Suite 503, Austin, Texas 78701

Email sent: 11-01-24, v1.1a

Appendix C

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

FY24 Attorney Practice Time Submission

Attorney Information	
Texas Bar Number	24002132
Attorney Name	Patrick Gendron
License Date	11/07/1997

County	Adult %	Juvenile %	FPR %
Brazos	0.00%	83.00%	0.00%
Grimes	0.00%	3.00%	0.00%

Total Time: **86.00%**
Remaining Time: **14.00%**
Primary determination method: **Combination of Time Records and Case Counts**
Submitted at: **12/03/2024 03:25PM**

Shannon B. Flanigan, Attorney at Law

Licensed Texas Attorney since 1996, Bar Number: 00797824

P.O. Box 482, Bryan, Texas, 77806 | (979) 822-2746 | shannon@flaniganlawfirm.com

Experience

Owner & Attorney, Flanigan Law Firm, 207 North Main, Suite C, Bryan, TX **2007-Present**

- Retained representation of adult and juvenile clients charged with all Texas criminal cases from traffic tickets to murder charges in Brazos County and surrounding counties
  - Lead attorney on numerous jury and bench trials, including a Juvenile (tried as adult) Capital Murder trial in 2017
- Brazos County lists for indigent appointments since 2007:
  - Former: Juvenile, Misdemeanor, and Appeals
  - Current: Felony and Aggravated Felony
- Partnership with Patrick Gendron on Brazos County contract to represent Indigent Juveniles since 2024
- Manages legal assistants and interns

Assistant District Attorney, Brazos County District Attorney's Office, Bryan, TX **2003-2007**

- Prosecuted and tried adult and juvenile misdemeanor, felony, and aggravated felony cases
- Helped develop and begin the Brazos County Drug Court program as its first felony prosecutor, 2005-07

First Assistant District Attorney, 112th District Attorney's Office, Fort Stockton, TX **1997-2003**

- Prosecuted and tried adult felony and aggravated felony cases in five Texas counties
- Presided over grand juries, prepared warrants and indictments, prosecuted civil asset forfeitures
- Assistant prosecutor in two Capital Murder trials
- Briefed and argued appellate cases before the Texas 8th and 4th courts of appeals and the Court of Criminal Appeals

Community Leadership & Service / Professional Memberships

Brazos Valley Council on Alcohol and Substance Abuse (BVCASA) **Board of Directors: 2008-Present**

- Vice President, 2020-Present
- President, 2018-2020

Parkway Baptist Church, College Station, TX **Member: 2004-Present**

- Bible Study Teacher, 2008 to present
- Elder, Council of Elders, 2021 to present

Boy Scouts of America, College Station, TX **2013-2025**

- Den Leader, Pack 60, 2015-2016
- Assistant Scout Master, Troop 60, 2018-2021

Blinn College Paralegal Advisory Committee **Member: 2016-Present**

- Chair of Committee, 2021 to present

Better Business Bureau of Brazos Valley, Inc. **Board of Directors: 2009-2012**

Texas Criminal Defense Lawyers Association **2016-Present**

Brazos County Criminal Defense Lawyers Association **2016-Present**

Brazos County Bar Association **2003-Present**

American Association of Premier DUI Attorneys **2019-Present**

Texas District and County Attorney's Association **1997-2007**

Education

Baylor University School of Law, Juris Doctor, concentration in Criminal Law **1996**

Oxford University, Queen's College [International Law and Trial Advocacy with University of Oklahoma College of Law] **1995**

Oklahoma Baptist University, Major: Political Science; Minor: History **1993**

References

Ray Thomas, Attorney at Law
308 N Washington Ave, Bryan, TX 77803
(979) 485-5955
raythomaslaw@gmail.com

Jay Granberry, Attorney at Law
409 E 26th St, Bryan, TX 77803
(979) 353-6632
jay@granberrylaw.com

Scot Stolz, Pastor
Parkway Baptist Church
1501 Southwest Pkwy, College Station, TX 77840
(979) 693-4701
scot@pbccs.org

Crystal Crowell, Executive Director
Brazos Valley Council on Alcohol & Substance Abuse
4001 East 29th Street, Ste. 90
Bryan, Texas 77802
(979) 846-3560
ccrowell@bvcasa.org

Chris Snidow, Pastor
2904 Rayado Court, College Station, TX
(979) 777-7909
csnidow96@gmail.com

Appendix A - Trial Case Chart
Appendix B - Flanigan's Law License
Appendix C - Compliance Reports

Shannon Flanigan's trials for past 5 years

2025

2/24/25: bench trial on juvenile transfer to adult court; *State v. Sanchez*; Brazos County cause number 358-J-23; Indecency with Child by Contact

6/9/25 – 6/11/25 juvenile jury trial; *In the Matter of M.G.*; Brazos County cause number 253-J-24; Aggravated Sexual Assault of a Child

6/17/25 jury trial; *State v.* Olvera; Bryan Municipal Court cause number BPE92045-3001-0; Speeding

7/14/25 – 7/17/25 jury trial; *State v. Lockett*; Brazos County cause number 21-02891-CRF-361; Manufacture/Delivery of a Controlled Substance, PG 1, 4-200, in a Drug Free Zone, Enhanced

2024

3/5/24 juvenile bench trial: *ITMO Q.M.*; Brazos County cause numbers 019-J-23, 185/22, 205/21; modification to TJJD

9/10/24 bench trial: *State v. Caballero*; Brazos County cause numbers 23-00486-CRF-361 & 23-03433-CRF-361; Theft <$2,500 with 2 or More Priors (enhanced)

[Significant time spent on *State v. Montanez*, 23-00526-CRF-272, Continuous Sexual Abuse of a Child, set for #1 jury trial on 8/19/24 that, as a result of Defense motions just before trial, was removed from the trial docket and dismissed by the State.]

Despite fewer trials, still conducted a lot of contested hearings during this time, including more time and hearings at Juvenile court as it was my first year on the Juvenile Contract.

2023

1/9/23 jury trial (mistrial): *State v. Reed*; Brazos County cause number 20-00619-CRF-85; Man/Del Controlled Substance, PG 1, 4-200 G in a DFZ

2/27/23 – 3/2/23 jury trial; *State v. Ragsdale*; Brazos County cause number 16-03766-CRF-361; Aggravated Robbery

4/19/23 jury trial (plea during trial): *State v. Reed*; Brazos County cause number 20-00619-CRF-85; Man/Del Controlled Substance, PG 1, 4-200 G in a DFZ

8/18/23 bench trial; *State v. Cuarenta*; Brazos County cause number 22-6234A; Speeding; (State appealed granting of deferred; 7th Court of Appeals reversed, I filed PDR to Court of Criminal Appeals that was granted, trial court affirmed by CCA; State filed mandamus to 10th Court of Appeals, I filed brief defending trial court, mandamus was dismissed.)

11/28/23 juvenile bench trial; *ITMO J.F.;* Brazos County cause numbers 024-J-21,181-J-23; modification to TJJD

2022

3/22/22 – 3/24/22 jury trial; *State v. Picazo Almaraz*; Brazos County cause number 20-04172-CRM-CCL1; DWI 0.15 or More

4/25/22 – 4/29/22 jury trial; *State v. McGrudder*; Brazos County cause number 20-01066-CRF-272; Assault, Family Violence, Strangulation (enhanced)

5/31/22 juvenile bench trial; *ITMO E.Q.*; Brazos County cause number 152-J-20; Man/Del Controlled Substance, PG 2, 4-400 grams

10/28/22, 10/31/22 bench trial on juvenile transfer to adult court; *State v. Joshua*; Brazos County cause number 22-04776-CRF-272; Aggravated Assault DW

12/20/22 – 12/21/22 bench trial; *State v. Stratta*; Brazos County cause number 20-00416-CRF-272; Aggravated Robbery

2021

4/19/21 bench trial; *State v. Moore*; Brazos County cause number 4018-00079N

4/19/21 bench trial; *State v. Schumacher*; Brazos County cause number 4019-01086T

6/7/21 – 6/10/21 jury trial; *State v. Johnson*; Brazos County cause number 19-03573-CRF-272; Aggravated Sexual Assault of a Child (x2)

12/17/21 juvenile bench trial; ITMO A.R.; Brazos County cause number 041-J-21; disposition to TJJD

2020

1/27/20 – 1/29/20 jury trial; *State v. A.F*; Brazos County 19-01054-CRM-CCL1 *expunged after acquittal*; Terroristic Threat

2/10/20 – 2/12/20 jury trial; *State v. Vancleave*; 18-05646-CRF-361; Assault, FV with Previous Conviction (Habitual)

Most all trials cancelled or reset after March of 2020 due to COVID

Significant Juvenile Trial

2/27/17 – 3/9/17 – *State v. Snow*; Burleson County cause number 14,898; lead attorney for Juvenile (certified as adult) Capital Murder trial.

Appendix B

THE SUPREME COURT OF TEXAS

This is to certify that

Shannon Boyd Flanigan

having fulfilled all of the requirements of law
and having subscribed to the official oath,
is upon the motion of the Board of Law Examiners
hereby duly admitted and licensed as an

ATTORNEY AND COUNSELOR AT LAW

to practice in all Courts of the State of Texas

In testimony whereof, we hereby set our hands and have ordered to be affixed the Seal of the Supreme Court of Texas

Thomas R. Phillips, Chief Justice

Raul A. Gonzalez, Justice

Nathan L. Hecht, Justice

John Cornyn, Justice

Craig Enoch, Justice

Rose Spector, Justice

Priscilla R. Owen, Justice

James A. Baker, Justice

Greg Abbott, Justice

Duly admitted to the practice of law on the 5th day of December A.D., 1996

John T. Adams, Clerk of the Supreme Court

Appendix C

Shannon Flanigan

BRAZOS COUNTY INDIGENT DEFENSE COMPLIANCE AFFIDAVIT –

CRIMINAL CASES WITH ANNUAL CERTIFICATION OF KNOWLEDGE OF BRAZOS COUNTY INDIGENT DEFENSE PLAN / LOCAL RULES / ADMINISTRATIVE ORDER FOR IMMIGRATION ADMONISHMENTS /

(Please initial each blank, sign at bottom and attach CLE)

The following information is required to ensure compliance with the Brazos County Indigent Defense Plan. Because you are an officer of the court, no notary is required.

_____ I certify that I have read and understand the Brazos County Indigent Defense Plan, Local Rules and Administrative Order for Immigration and will comply with all rules and requirements listed therein.

_____ I certify that I have complied with the continuing legal education requirements of the Brazos County Indigent Defense Plan by: (Attach copies)

_____ maintaining my certification in criminal law with the Texas Board of Legal Specialization throughout the twelve months prior to my last birthday.

_____ attending and receiving credit for at least (6) hours of continuing legal education in criminal law within the twelve months prior to my last birthday as shown on the attached copy of my State Bar of Texas CLE report.

_____ attending and receiving credit for _____ hours of continuing legal education in criminal law within the twelve months prior to my last birthday and claiming credit for_____ hours of carryover credit from the year prior, as shown on the attached copy of my State Bar of Texas CLE report.

_____ I certify that I shall provide to the court, within 72 hours of receiving notice of appointment, an acknowledgment of the appointment and confirmation that I have made reasonable efforts, as required, to contact the defendant by the end of the first working day after the appointment is received.

_____ I certify that I **must personally visit** all incarcerated defendants within 10 days of receipt of the appointment and if the defendant is not incarcerated, I shall schedule an interview as soon as practicable.

_____ I certify that my license is current and in good standing with the State Bar of Texas.

_____ I certify that there is no court finding that I provided ineffective assistance of counsel.

_____ I certify that I have not been the recipient of any public disciplinary action by the State Bar of Texas or any other attorney licensing authority of any state or the United States within the last five (5) years.

_____ I certify that I have not been convicted of any felony offense or of any misdemeanor involving moral turpitude within the last ten (10) years. For purposes of this requirement, "convicted" includes, but is not limited to, serving any period of community supervision or deferred adjudication supervision under any federal, district or county court.

_____ I certify that I am not delinquent in payment of obligations to the State Bar of Texas, or to any taxing authority, including Brazos County, the State of Texas and the United States.

_____ I certify that I am not delinquent in the payment of any child support obligation.

_____ I certify that I must notify the **Brazos County Misdemeanor Associate Court 1/Indigent Defense Office,** in writing, of any changes of address, telephone, email or standing with the State Bar of Texas.

_____ I certify that I must annually file, no later than October 15, a statement that describes the percentage of my practice time dedicated to work based on appointments accepted in this county for adult criminal cases and

juvenile cases for the prior 12 months that begins October 1 and ends on September 30. The report must be submitted through the online form to the Texas Indigent Defense Commission.

I acknowledge my Padilla obligation to the defendant and understand that I can obtain free assistance with immigration issues through *myPadilla.com*.

I certify that I maintain an office with a telephone that is answered during normal business hours by office staff, an answering service or a voice recording device or other messaging system that can promptly locate me and notify me of any appointment or hearing. I maintain an email capable of receiving notices/messages 24 hours a day, seven days a week. **I understand that I may designate only 1 email address for my office for receipt of court correspondence, appointments and settings.**

My contact information is as follows:

Mailing Address: P.O. Box 482, Bryan, TX 77806

Physical Address: 207 North Main Street, Suite C, Bryan, Texas 77803

Office Telephone: ( ) (979) 822-2746 Cell Phone: ( ) (979) 229-9792

Email Address: shannon@flaniganlawfirm.com

I certify that everything herein is true and correct.

Signature

6/17/2025
Date

Shannon B. Flanigan
Clearly Printed Name

Appendix C

MCLE TRANSCRIPT

STATE BAR OF TEXAS

Minimum Continuing Legal Education

MCLE Transcript

Shannon Boyd Flanigan
P.O. Box 482
207 North Main Street, Suite C
Bryan, TX 77806-0482 United States

Report Date: 06/17/2025
Barcard: 797824
Birth Month: 5 - May

MCLE TRANSCRIPT FOR 2024

5/1/2023 TO 4/30/2024

Compliance	Date Taken	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Se St Et Ho
2024	5/30/2024	5/30/2024	174207819	Collateral Consequences // Competency to Stand Trial	2.00	0.25	0.00	0.(
2024	5/27/2024	5/27/2024	174211895	Where You Can and Cannot Carry // Traveling with Firearms	2.50	0.25	0.00	0.(
2024	5/16/2024	5/22/2024	174240967	Court of Criminal Appeals Significant Decisions 9/23-5/24	1.00	0.00	0.00	0.(

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Se St Eth Ho
2024	4/19/2024	4/19/2024	174226439	Riding for the Defense - College Station	6.00	1.00	0.00	0.(
2024	11/30/2023	12/6/2023	174205553	President's Update: State Bar News & Resources	1.00	1.00	0.00	0.(
2024	10/20/2023	10/30/2023	174216083	The Political Climate and its Impact on the Practice of Law	1.00	0.25	0.00	0.(
2024	10/20/2023	10/30/2023	174216089	Tenth Court of Appeals Update: Insights and Recent Decisions	1.00	0.25	0.00	0.(

MCLE TRANSCRIPT

STATE BAR OF TEXAS

Minimum Continuing Legal Education

MCLE Transcript

Shannon Boyd Flanigan
P.O. Box 482
207 North Main Street, Suite C
Bryan, TX 77806-0482 United States

Report Date: 06/17/2025
Barcard: 797824
Birth Month: 5 - May

MCLE TRANSCRIPT FOR 2025

5/1/2024 TO 4/30/2025

Compliance	Date Taken	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Self Stud Ethi Hou
2025	5/29/2025	5/29/2025	174250119	James Baker and the Art of Negotiation	0.75	0.75	0.00	0.00
2025	5/28/2025	5/28/2025	174274064	Pretrial Motions / Discovery Motions & Motions to Suppress	2.75	0.00	0.00	0.00
2025	5/27/2025	5/27/2025	174249490	Best of Advanced Criminal Law 2024	9.50	2.50	0.00	0.00

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Self Stud Ethi Hou
2025	3/27/2025	3/27/2025	174274342	Immigration Law 101: Nuts & Bolts Overview	1.00	0.00	0.00	0.00
2025	11/14/2024	11/14/2024	174258416	Steve Benesh President's Update	0.75	0.75	0.00	0.00

Appendix C

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

FY24 Attorney Practice Time Submission

Attorney Information	
Texas Bar Number	797824
Attorney Name	Shannon Flanigan
License Date	12/05/1996

County	Adult %	Juvenile %	FPR %
Brazos	53.00%	10.00%	0.00%
Burleson	1.00%	0.00%	0.00%
Grimes	0.00%	1.00%	0.00%

Total Time: **65.00%**
Remaining Time: **35.00%**
Primary determination method: **Combination of Time Records and Case Counts**
Submitted at: **10/15/2024 05:45PM**

Jeffrey G. Martinez

(979) 985-1552 | jeffmartinez_68@outlook.com

EDUCATION

ASSOCIATES OF APPLIED SCIENCE | MAY 12, 2017 – BLINN COLLEGE

- Legal Assistant Associates
- Mediation Certification
- Legal Office Specialist Certification

ACADEMIC HIGHLIGHTS

- Legal Assistant Student Organization
- Spring 2015 Dean's List Scholar
- Fall 2016 Dean's List Scholar
- Spring 2016 Dean's List Scholar

SKILLS & ABILITIES

COMMUNICATION

- Bilingual: Fluent in Spanish.
- Strong Verbal and Writing Skills.
- Respectful and Calm when interacting and communicating with a diverse set of clients.
- Effective and Empathetic Active Listening Skills.
- Strong sense of discretion for sensitive matters.
- De-escalating and defusing hostile situations with upset clients in person and by phone.

ADDITIONAL SKILLS & ABILITES

- Proficient with Microsoft Office (e.g., Outlook, Word, PowerPoint, Excel, Publisher, and Access).
- Creative writing skills.
- Adobe and PDF Binder experience.
- Graphic Designing.
- Axon Justice and SecureShare discovery experience.
- Experience with ProDoc.
- Professional demeanor and works well with others.

EXPERIENCE

LAW OFFICE OF PATRICK K. GENDRON | JULY 3, 2017 – CURRENT
OFFICE MANAGER | PARALEGAL/ LEGAL ASSISTANT | INTERNS SUPERVISOR

- General Office Clerical & Secretarial Duties.
- Office IT and Computer Maintenance.
- Supervised and trained over 120 students from Texas A&M University and Blinn College. (4-10 interns per semester.)
- Juvenile Mentorship Program Coordinator.
- File Organization (Physical and Digital Files).
- Filing with District Clerk's Office and County Clerk's Office.
- Civil and Criminal e-filings.
- Trial Preparation and attending court hearings with attorney.
- Downloading, Saving, and Organizing Discovery (Video, Audio, Photo, Offense Reports, etc.).
- Office Organization and Efficiency.
- Scheduling of internal office meetings and meetings with clients, character witnesses, expert witnesses, attorneys, etc.
- Scanning and Converting Physical files to Digital files.
- Communicating and translating for our clients in the office, at court, and over the phone.
- Drafting, editing, and preparing emails, legal documents, letters, and correspondences.
- Special Events and Community Outreach Organizer.
- Communicating sensitive information and correspondences with Judges, Court Personnel, Court Clerk's, Prosecutors, Probation Officers, Police Departments, Expert Witnesses, Attorneys, Character Witnesses, and Clients.
- Researching facts of case by reviewing evidence in person at District Attorney's Office, County Attorney's Office, Police Department, and on-site location of incidents.
- Visiting clients in person/ online with the Brazos County Detention Center and the Brazos County Juvenile Detention Center.
- Communicating with officers with the Brazos County Adult Probation Department and Brazos County Juvenile Probation Department.
- Meeting and calling clients after hours/ over the weekend when needed.

2020 ANNUAL JUVENILE LAW CONFERECE

- Assisted the Chair of the Juvenile Law Committee.
- Helped organize events and conference sessions.
- Worked on PowerPoint presentations for speakers.
- Helped organize spotlight and guest speakers

LAW OFFICE OF PATRICK K. GENDRON | FEBRUARY 13, 2017 – JULY 3, 2017
PARALEGAL/ LEGAL ASSISTANT INTERN

- Case Law Research/ Legal Research/ Legislative Research.
- Contacted current and past members with the State Senate, the State House of Representatives, the State Jurisprudence, and the State Criminal Justice Committee.
- Received and Reviewed Evidence.
- Coordinated meetings with Client, Witnesses, etc.
- Manned tables at Every Victim, Every Time & Senior Expo Center Events.
- Mentorship Program.
- Big Brother/ Big Sister Events.

NORTH SIDE TIRE SHOP | MARCH 2013 – MARCH 2017
PART-TIME ASSISTANT MANAGER

- Customer Service & Client Intake.
- Managed large amounts of money.
- Designed Business Cards.
- Repaired and replaced tires.

Appendix A – Paralegal Associate's Degree
Appendix B – Certifications

Appendix A

Blinn College

Be it known that

Jeffrey Gerardo Martinez

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Associate of Applied Science
Legal Assistant (Paralegal)

Degree and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this Diploma, bearing the Seal of the College.
Given at Brenham, Texas, this twelfth day of May, two thousand seventeen.

President, Board of Trustees

District President

Appendix B

Blinn College

Be it known that

Jeffrey Gerardo Martinez

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Mediation

Occupational Skills Award and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation
of the Faculty, has granted this Certificate, bearing the Seal of the College.
Given at Brenham, Texas, this twelfth day of May, two thousand seventeen.

President, Board of Trustees

District President

Appendix B

Blinn College

Be it known that

Jeffrey Gerardo Martinez

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Legal Office

Certificate and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation
of the Faculty, has granted this Certificate, bearing the Seal of the College.
Given at Brenham, Texas, this twelfth day of May, two thousand seventeen.

President, Board of Trustees

District President

TIFFANY TALBERT FLANIGAN

2413 Newark Circle, College Station, Texas
tiffanyflanigan@hotmail.com | (979) 229-9782

WORK EXPERIENCE

OFFICE MANAGER, FLANIGAN LAW FIRM, BRYAN, TEXAS
2016 - CURRENT

Manage office by: Communicating with clients, judges, and court personnel, assisting clientele, calendaring court settings and client appointments, organizing legal documents, and proof-reading legal documents and briefs

SKILLS & ABILITIES

OFFICE MANAGEMENT, PHONE RECEPTION, CLERICAL AND OFFICE ORGANIZATION, EMPLOYEE MANAGEMENT

PROFESSIONAL TEACHING EXPERIENCE

INSTRUCTIONAL ASSISTANT, FOREST RIDGE ELEMENTARY SCHOOL, COLLEGE STATION ISD, AUGUST 2018 – MAY 2025

THIRD GRADE TEACHER SOUTHWOOD VALLEY ELEMENTARY, COLLEGE STATION ISD; AUGUST 2004 – MAY 2005

SUBSTITUTE TEACHER COLLEGE STATION ISD; 2003 – 2004

FIRST GRADE TEACHER BUENA VISTA ISD, IMPERIAL, TEXAS AUGUST 2000 – MAY 2003

SECOND GRADE TEACHER BUENA VISTA ISD, IMPERIAL, TEXAS AUGUST 1997– MAY 2000

SUBSTITUTE TEACHER CONROE ISD; 1996 – 1997

EDUCATION

BAYLOR UNIVERSITY, WACO, TEXAS
BACHELOR OF SCIENCE IN EDUCATION, 1996 *Summa Cum Laude*
Major: Interdisciplinary Studies; *Concentration*: Reading

LEADERSHIP

CUB SCOUT DEN LEADER Den 4, Pack 60 (Forest Ridge Elementary Pack) (August 2016 - Current)

CO-DIRECTOR OF VACATION BIBLE SCHOOL, Parkway Baptist Church (2008 - 2011)

SPRING FESTIVAL GAMES CHAIR, St. Thomas Early Learning Center 2012

LEADERSHIP POSITIONS in Mothers of Preschoolers [MOPS] (2007 – 2010): Table Leader, Crafts Leader

Jessica McEvoy

614 Holleman Dr. E
College Station, TX 77840
Cell: (832) 920-9093
Jessicamcevoy54@gmail.com

Paralegal

Profile

Driven Legal Assistant Student with a strong foundation in legal research, document management, and case preparation, eager to apply skills in a law office environment. Currently a sophomore pursuing a degree in political science and committed to supporting attorneys with meticulous attention to detail and a proactive approach to learning.

Education

Blinn College - Bryan, Tx

Degrees & Certificates:

- Associate of Applied Science
- Legal Office Certificate
- Mediation Certificate

Key Skills

Office Skills:	*Attention to Detail*	*Spreadsheets/Reports*
	Problem Solving Skills	*Calendaring*
	Teamwork	*Interpersonal Skills*
	Time Management	
Computer Skills:	*MS Word*	*MS Outlook*
	MS PowerPoint	*Windows*

Experience

Flanigan Law Firm— College Station, Tx **Legal Assistant / November 2024 - Present**

Detail-oriented and highly organized legal assistant with experience supporting attorneys in daily operations, case management, and client communications. Adept at handling confidential information with discretion and ensuring compliance with legal procedures and deadlines. Strong multitasking and communication skills with a commitment to providing efficient administrative and legal support.

Highlights:

- Customer service
- Multitasking
- Attention to detail
- Communication Skills
- Interpersonal Skills

TaD's Louisiana Cooking-
Katy, Tx/College Station, Tx **Server/ May 2024 - October 2024**

Customer service skills such as good communication with customers as well as active listening. Multitasking by handling multiple tables at once and effectively managing tasks by prioritization. Attention to detail by ensuring that orders are taken and delivered correctly as well as maintaining cleanliness and good presentation of the food. Good time management by delivering food and beverages in a timely manner.

- Customer service
- Multitasking
- Attention to detail
- Communication skills

The Union Kitchen— Katy, Tx **Server/ February 2023 - August 2023**

Customer service skills such as good communication with customers as well as active listening. Multitasking by handling multiple tables at once and effectively managing tasks by prioritization. Attention to detail by ensuring that orders are taken and delivered correctly as well as maintaining cleanliness and good presentation of the food. Good time management by delivering food and beverages in a timely manner.

Platos Closet- Fulshear, Tx **Sales Associate/ March 2022 - October 2022**

Customer service skills such as providing good service to meet customer needs. Communication skills to effectively convey information about products. Persuasion to influence customers' decisions. Interpersonal skills by building rapport and establishing relationships with customers to repeat business.

Highlights:

- Customer service
- Communication skills
- Interpersonal skills

Typhoon Texas- Katy, Tx **Sales Associate/ June 2021 - August 2021**

Customer service skills such as providing good service to meet customer needs. Communication skills to effectively convey information about products. Persuasion to influence customers' decisions. Interpersonal skills by building rapport and establishing relationships with customers to repeat business.

Highlights:

- Customer service
- Communication skills
- Interpersonal skills

Appendix A - Paralegal Associate's Degree
Appendix B - Certifications

Appendix A

Blinn College District

Be it known that

Jessica Michelle Mcevoy

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Associate of Applied Science
Legal Assistant (Paralegal)

Degree and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this Diploma, bearing the Seal of the College.
Given at Brenham, Texas, this fifth day of August, two thousand twenty-five.

President, Board of Trustees

District Chancellor

Blinn College District

Be it known that

Jessica Michelle Mcevoy

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Legal Office Specialist

Certificate and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation
of the Faculty, has granted this Certificate, bearing the Seal of the College.
Given at Brenham, Texas, this fifth day of August, two thousand twenty-five.

President, Board of Trustees

District Chancellor

Blinn College District

Be it known that

Jessica Michelle Mcevoy

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Mediation

Occupational Skills Award and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation
of the Faculty, has granted this Award, bearing the Seal of the College.
Given at Brenham, Texas, this fifth day of August, two thousand twenty-five.

President, Board of Trustees

District Chancellor

Faith Ryan

Bryan, TX 77801

936-307-4747 – faithryan0223@yahoo.com

Professional Summary

I am a driven legal assistant with over a year of legal experience in the field. Highly skilled in both communication and multitasking, while being successful in my career. My growing legal experience has inspired me to continue my education while keeping the confidence to continue my career experience as well in the legal and government sectors.

Accomplishments

At the end of my legal studies at Blinn College, out of my graduating class, I was asked to be interviewed by the institution to speak on my experience and about the legal program. My interview is published on the school's website to introduce potential students to study law.

Skills

- Scheduling/Planning
- File Organization
- Client Communication
- Legal writing/Research
- Microsoft Outlook
- Criminal law

Work History

1/2024 to current
Legal Assistant
Flanigan Law Firm- Bryan, TX

- Maintain strict confidentiality, protecting sensitive client information.
- Improved communication between attorney and client by taking phone calls, emails, scheduling court hearings, and relaying critical information.
- Prepares and organizes essential documents.
- Assists with trial preparations, compilation of potential jury lists, and organization of evidence materials.
- Handle all reception duties in the office.
- Travel to courthouses, collecting needed discovery.

06/2023 to Current
Server
Caffe Capri- Bryan, TX

- Demonstrates strong multitasking skills by managing multiple tables simultaneously without compromising service quality.
- Serves food and beverages promptly with focused attention to customer needs.
- Manage bills and handle complimentary items.
- Provides attentive service during high-volume periods without sacrificing attention to detail.
- Addresses customer complaints or concerns professionally, ensuring swift resolution and maintaining positive relationships.

Education

Expected graduation date 05/2027
Bachelor of Arts: Political Science
Texas A&M University- College Station, TX

I will be beginning to obtain my bachelor's degree at Texas A&M University with a major in Political Science at the Bush School of Government and Public Service. While my time there, I plan on minoring in Homeland Security as I have a deep respect for our federal government when it pertains to National Defense and Emergency Management.

12/2024
Associate of Applied Science: Paralegal Studies
Blinn College- Bryan, TX

- Honoree of the Chancellor's Scholar for three consecutive semesters. I maintained a spot on this list with a GPA of 3.75 or above while taking at least twelve credit hours.
- Relevant Coursework: I have successfully studied many different legal courses, but most specifically focused on criminal law. I completed an intro to criminal law class, law enforcement, and American Government classes. I have also obtained knowledge through legal writing and legal research courses.

Certifications

I have achieved the thirty semester hours to receive the legal office certificate-level 2 at Blinn College. This certificate was earned through learning the correct skills and guidance to efficiently run a legal workplace.

Appendix A - Paralegal Associate's Degree
Appendix B - Certifications

Blinn College District

Be it known that

Faith R Ryan

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Associate of Applied Science
Legal Assistant (Paralegal)

Degree and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this Diploma, bearing the Seal of the College.
Given at Brenham, Texas, this eleventh day of December, two thousand twenty-four.

President, Board of Trustees

District Chancellor

Blinn College District

Be it known that

Faith R Ryan

having successfully completed the course of study as prescribed by the Faculty and Board of Trustees and having complied with all other requirements of the College is hereby granted the

Legal Office Specialist

Certificate and is entitled to all the rights and privileges appertaining thereto.
In Testimony whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this Certificate, bearing the Seal of the College.
Given at Brenham, Texas, this eleventh day of December, two thousand twenty-four.

President, Board of Trustees

District Chancellor

Section 2. Continued:

Experience Introduction

We have handled every type of case and hearing under the Juvenile Justice Code in our service to Brazos County over the past 25 years. We are fierce advocates for the best interests of the appointed children we represent. We have a specially developed and designed system with support staff that is responsive to families, the courts, juvenile probation officers and juvenile prosecutors.

We do not merely represent children in court hearings; we provide support in a holistic approach to help children and their families succeed. We keep current on the latest laws and trends in juvenile justice. Gendron has attended the main Texas annual conference on juvenile law for the past 25 years (missing only one year) – making continuing juvenile legal education opportunities a priority. Gendron has been a speaker, on more than one occasion, at this conference as well.

To our credit, local judges, prosecutors, community leaders, criminal defense attorneys and even Board Certified Criminal Defense attorneys refer clients to us because we are the go to juvenile defense attorneys in Brazos and surrounding counties. We are the only group of private sector attorneys in Brazos or contiguous counties that has handled every type of case under the Juvenile Justice Code. Combined, we have more than 50 years of experience dealing with juvenile criminal cases.

Experienced Advocates

Every attorney or law firm that represents juveniles in Brazos County has at some point in time asked for Gendron's legal advice on a juvenile law matter. Gendron has handled more juvenile hearings than all other attorneys handling juvenile matters in Brazos County combined. Our experience and commitment speaks for itself. Since July 2000, Gendron & Flanigan and predecessor Gendron & Thibodeaux have represented more than 90% of the children that have come through the juvenile court in Brazos County. We have handled more juvenile cases – both in number and type - than all other lawyers in Brazos

County combined. Flanigan and Gendron have probably personally worked on more juvenile cases than any other attorney in the State of Texas. We have more than 400 hours of juvenile law CLE combined. Ours is a practice dedicated to representing juveniles.

After felony adult prosecution experience of six years in West Texas, Shannon Flanigan began in the Brazos County District Attorney's Office in 2003. While in that office, he was in the Juvenile Division for three of those years trying detention hearings and jury trials against Gendron & Thibodeaux, primarily, while also doing the appellate work of several cases after a juvenile trial. At one point, for about six months of that time, Flanigan was the sole juvenile prosecutor, responsible for everything from intake and detention hearings to trials and appeals. Since leaving the DA's Office in 2007, he has been retained and appointed regularly and consistently to defend juvenile cases in Brazos and the surrounding counties. Of particular note, he was hired in 2015 to represent a juvenile capital murder defendant in Burleson County that culminated in a nine-day jury trial after the juvenile was certified as an adult. It is likely that, other than Gendron and Thibodeaux, few have dealt with more juvenile cases in Brazos County.

Validated Experience

Each time our contract has been up for renewal over the past 25 years, the District and County Court at Law Judges have recommended renewal of our contract to the Brazos County Commissioners Court which has validated our team approach by unanimously renewing our contract each time.

Our Experience Philosophy

We are committed advocates of the individuals we currently represent and in doing so we help fulfill the promise of the American Constitution and the Texas Constitution. Our priority is to provide high quality representation to our clients.

Experience

For a quarter of a century, we have and we will continue to make a positive commitment to provide the services as specified in the Statement of Work. We have and we continue to agree to make the representation of indigent juveniles the priority of our practice. The Statement of Work in the RFP indicates that the Contract Attorneys "make the representation of Juveniles ...a priority in their practice." Our commitment to juvenile representation is more profound because we have and will continue to make juvenile representation THE priority of our practice.

We have always put in the time and resources to achieve the best outcomes possible for our clients and their families. We deal with some very difficult situations that are extremely stressful on all parties involved. In the realm of sexual misbehavior of adolescents, we have dealt with more than 150 cases of this nature over the years. We have achieved very good results on these types of cases for our clients and their families. Our experience has paid off. We have set valuable precedents regarding a number of matters with the prosecutors and the juvenile court that were hard fought and hard won to secure protections for all accused juveniles.

We have contracted with Brazos County to make juvenile representation the priority of our practice and we have done this through a team approach with a division of duties that has served our clients well. In exchange for being granted this contract opportunity, Gendron has foregone other opportunities. In fact, Gendron has made juvenile representation nearly the entirety of his practice.

Our commitment to the Statement of Work (SOW) is not simply a promise as others can only do, it is represented in fact and deed by our proven track record. With Gendron & Flanigan, juvenile defendants are getting the most experienced juvenile defense attorneys (not newly minted lawyers or attorneys supervised by someone else) in Brazos County working directly on their cases.

Experienced County Contractor

We bring to the table the experience of being a contractor with Brazos County for the past 25 years – first Gendron & Thibodeaux and now successor Gendron & Flanigan without missing a beat. This transition was seamless. We know what it means to be a good business partner with the County. Our team provides high quality and experienced defense advocates. We offer a superior level of defense for the children we represent that we feel is unsurpassed by any court appointed or retained lawyers across the State of Texas. We have the experience and knowledge coupled with the passion to be zealous advocates. We have the pre-trial, trial, and appellate experience to provide the best possible representation. Gendron and Flanigan have done more juvenile trials than all other attorneys in Brazos County combined.

We have an excellent working relationship with Juvenile Services. There is not a day that goes by that we are not communicating with probation officers – sharing ideas and ways to resolve juvenile issues. We have provided support for Department programs for more than 24 years. For more than 20 years we are the only persons (outside of Juvenile Services staff) to stand before Commissioners Court to advocate for and highlight the important work juvenile probation officers do in our community.

Office Experience

To meet the needs of our clients, our office is open eleven (11) hours every weekday and it is open on weekends, as needed, to accommodate parents that work. Our office is conveniently located in downtown Bryan which is in close proximity to the great majority of our clientele – many of whom do not have reliable transportation. Many parents of juvenile offenders do not have the ability to take time off of work for office visits; therefore, we are open after normal business hours to accommodate parents that work. We are accessible to our clients and their families before and after regular business hours and on weekends when most other law offices are closed. Families can always contact us in an emergency or urgent situation after hours and on weekends as we constantly monitor all

means of communication. No other law office in Brazos County is physically open as many hours as we are and we have to be in order to meet the Statement of Work.

Support of Juveniles Experience

Involvement and support of juvenile offenders is also something in which we take great pride. We routinely hold conferences with children and their parents in our offices to discuss issues pertinent to each case. We have had adjudication and disposition documents translated into Spanish so that our clients, and their parents, will fully grasp the content of those documents. In fact, we provided Spanish versions of documents to juvenile officials in Hidalgo County. In addition, we are not strangers to offering non-legal assistance to the juveniles we represent. For example, we have assisted in finding jobs, financial aid for college, and community service opportunities for various offenders to help and encourage them to become productive citizens of our community. We have also facilitated juvenile involvement in various leadership groups which provide teens with skills essential to being successful members of our community. Helping a child usually means helping their parent and we offer a multitude of services to the parents of the juveniles we represent – legal advice, family mediation, etc. We collaborate with other community partners and employ other community resources to benefit our clients.

Mentor Program

As part of our team approach we have coordinated a mentoring program for 23 years for many of our clients in a partnership with the Sociology Department at Texas A&M University and with Blinn College's Paralegal Program. We match each college student intern with two or three juvenile probationers. The main goal of the program is for the mentors/interns to help juveniles succeed on probation. The interns' duties, among others, are to remind probationers and their parents of upcoming meetings with probation officers or counselors, to encourage the kids to do well in school, to provide tutoring for the kids when needed, and to generally reinforce and be a constant reminder of program goals and lessons of the Juvenile Probation Department. Intern/mentors encourage the kids to follow parent and probation rules, take them on campus, do arts and crafts with them, attend court with them, etc.

More than 200 college students have interned in our office over the past 23 years. We have been able to leverage that big resource, Texas A&M and its students, for the benefit of at risk youth in our community. Our internship program benefits the children by providing excellent role models for kids obviously in need of extra attention.

One of our goals with this program is to reduce the heavy workload of front line probation officers. These probation officers are dedicated public servants that do yeoman's work in the community. A juvenile that has at least one committed and responsible role model that helps him means less of a chance of recidivism by that child. Less recidivism translates into making the jobs of the probation officers a little easier with some cases so that they can spend time concentrating on the harder cases. That extra time a probation officer spends dealing with a child's case in the community means the county can save more than $300 per day by not having to send that child to an out of county placement or boot camp that can easily cost more than $50,000 for a 6 month stay. If one of our mentors can help a child succeed on probation that can equate to at least one $50,000 bill the taxpayers do not have to shoulder.

Spanish Speaking Services

A significant number of the children involved in Juvenile Court in Brazos County have at least one parent who does not speak English well. Therefore, to properly represent about 1/6th of the children requires the ability to communicate with the parents in Spanish. We have support staff who are fluent in Spanish and available at all times. In fact, for the past 25 years, we have always had fluent Spanish speaking assistants on staff. We will have no problem representing our clients who are Spanish speaking or communicating with Spanish speaking parents because it is an absolute necessity when nearly one in six juveniles in the system has at least one parent that is not fluent in English. Additionally, nearly every semester, we have one or two interns that speak Spanish fluently that we utilize on behalf of our Spanish speaking clientele.

Team Approach Experience

Our juvenile defense team has worked together for more than 15 years. Flanigan had filled-in for Thibodeaux or Gendron on many occasions over the years. Flanigan was tapped for his experience not only as a well-versed juvenile defense attorney but for his prior experience as a juvenile prosecutor in the Brazos County DA's Office from 2004 – 2007. We are one of the few criminal defense teams in Brazos County that has worked closely together for more than 15 years representing mutual clients. Our team approach with division of duties at specific stages of the proceedings has worked exceptionally well in representing the large number of clients that we are appointed just as the process did with the predecessor to Gendron & Flanigan.

Our endeavor requires proficient support staff to keep the multitude of files organized, download tons of discovery, field dozens of calls every day from clients and clients' parents, grandparents, older siblings, aunts and uncles, probation officers, juvenile prosecutors, and other concerned parties, and to do data entry and organize records. Our dedicated staff are committed to the children of our community.

Caseload Experience

Juvenile Court is unlike other courtroom settings in many respects. The Brazos County Juvenile Referee Court is in session at least 3 days every week, if not more. Other courtrooms may close for a week, but not the juvenile court. It is statutorily required to hold hearings at least 3 days a week based on the frequency of children brought in by local law enforcement nearly every day. Cases are not reset months out but only a week or two out. We use our team approach to tackle this court appearance requirement. We always have one attorney that is responsible for providing the continuity of care and on call every day of the week because some hearings are required on our normal "day off" from court. There are even times when duty demands meeting with a child on the weekend or a holiday or late at night. We have consistently met those demands.

Our client relations work is three-fold more time consuming per client than the average defense attorney representing an adult client. We are not only responsible to and dealing with our client but we have to deal with parents, juvenile probation officers, and many times grandparents and others to resolve a case. No one has the quantity of clients we do and the experience to handle such a large defense caseload. No one knows better how the juvenile system works in Brazos County, and we put that institutional knowledge to work on behalf of our clients every day on every case.

Additionally, we are currently representing five juveniles accused of serious sex crimes and we have information that there are three more cases of a similar serious nature about to be filed in the next few weeks. These demanding cases require attention any model of representation other than ours would strain to handle.

Conclusion

Providing services to indigent juveniles over the last 25 years has been a very challenging and rewarding experience. We believe the experience we have gained and the services we have performed uniquely qualify us to provide representation to juvenile offenders. We do not merely provide defense services – we are a full service law firm and provide a holistic approach in shepherding children and their families through the juvenile system. We are fortunate to work with dedicated juvenile probation officers who truly make a difference in many of the children's lives they touch. We all have the same goal and that is to keep children out of the adult criminal system.

We speak to grateful former clients frequently. Quality representation of indigent juveniles was not the norm before we began contracting with the county, and the touchstone for representation of indigent juveniles should begin with our history of quality of service to that population. Brazos County should take pride in this track record. We have been a consistent and reliable partner in providing representation to indigent children in the juvenile justice system for a quarter of a century.

As the current attorneys representing indigent juveniles in Brazos County, we have contributed much hard work to providing highly competent and skilled representation to indigent juveniles who come in contact with the juvenile justice system. We have significantly improved the quality of representation for indigent juveniles – for those we directly represent and by aiding other attorneys with their juvenile cases. Without us, the juvenile prosecutors would have an advantage vis-a-vis juvenile practitioners. With our vast institutional knowledge, we serve as a resource for other members of the juvenile defense bar who have retained juvenile clients or conflict cases.

Through our efforts and in conjunction with other stakeholders and resource providers, we believe we will continue to make a significant impact in not only providing excellent representation but also in curbing juvenile problems in our community. Our hope is to continue to represent Brazos County's juveniles and work with the Juvenile Services Department, the District Attorney's Office, the Juvenile Referee, and the Juvenile Judge to see that the rights of *all* children entering the judicial system in our county are protected and that *each* child is treated fairly and justly.

Section 3 - Disciplinary Actions and Litigation – (10 points)

The contract attorneys are not and have never been the recipient of any disciplinary action by the State Bar of Texas or any other attorney licensing authority of any state or the United States. There is no past nor current litigation or pending claims against Gendron & Flanigan nor either attorney individually.

Section 4 - Process of Planning – (10 points)

1. Our current model of defense representation has always covered the Juvenile docket even with conflicting juvenile settings in the District Court. For the past several years we have been able to do this better than the juvenile prosecutors. When a juvenile prosecutor is absent or in a conflicting setting in District Court, a case assigned to that prosecutor on the Referee's docket typically will have to be reset because the juvenile prosecutor covering the docket does not have the authority to negotiate on the case. Any member of the defense team in court on any given day has full authority to negotiate and enter pleas

or take other actions. Illnesses and vacations, over the past 25 years, have never prevented us from representing our clients. We try to coordinate any vacations with the Juvenile Referee's scheduled vacation so that only one defense team member is gone when there is a lighter docket. Appearing by Zoom is an extra tool we can utilize if needed. Additionally, we will continue to meet the demands of the docket by coordinating our efforts with Juvenile Referee staff in scheduling matters to comply with the Caseload Limitations Section VI. of the Contract and with Section N. (3.) of this RFP.

2. We have always given our court appointed cases as much or more attention than any retained cases. Our business model is designed to represent court appointed individuals because we believe in this country's constitutional guarantee of the right to effective counsel for everyone. In fact, many of our appointed cases probably demand more time and attention than the similarly situated retained case.

Shannon Flanigan has made a concrete commitment to Brazos County by remaining off the misdemeanor and appellate appointment lists in order to fulfill the terms of the juvenile contract with Brazos County. He remains on the Brazos County aggravated and regular felony appointment list, but his current appointed clients are significantly smaller in number than in years past. Considering the time dedicated to juveniles appointed within the contract and Brazos County felony appointed cases, he has restricted advertising for, and representation of, more serious retained cases in and around Brazos County. Other than about a dozen felony retained clients, most all other retained cases only have Class C citations. Flanigan currently has no retained juvenile cases.

More than 90% of Gendron's time and energy is dedicated to representing appointed juvenile clients. Gendron's whole practice is geared for appointed juvenile representation so there is no transitioning from a practice geared toward retained clientele to one giving priority to appointed clientele. Any local law firm whose clientele is mostly retained would take nearly a year or more to make the transition to being able to concentrate on appointed juvenile cases. Gendron has no adult appointed clients and only 3 adult retained criminal clients (all misdemeanor cases and one felony case). Many of Gendron's adult clients are

usually former juvenile clients that often seek him out to represent them or family members in adult court. Gendron currently has only 2 retained juvenile clients that range from a 1st degree felony to misdemeanor charges.

Our business model is designed to provide excellent representation of appointed cases because that is what we specialize in and are known for. This is reflected in our after 5 p.m. and weekend business hours.

3. Our history and track record speaks for itself in how our firm will make representation of indigent juveniles the priority of our practice. The RFP only requires and states "a priority" but we make these children "the priority." In 25 years, we cannot recall having ever filed a motion for continuance in a juvenile case to which we had been appointed on the grounds of a conflicting setting in another court. Other courts know of our responsibility to the children in the Brazos County Juvenile Court and those courts have obliged on the few occasions to reset their cases when a conflict arises. Our team approach to dealing with juvenile cases also means that we are not asking for continuances or resets in the juvenile referee's court when we have simultaneous conflicting settings in the 472nd District Court. Commonly, when there have been simultaneous settings in the 272nd or 472nd District Court and in the Referee's Court, the Referee Court's cases have to be reset because the responsible juvenile prosecutors are tied up in the District Court. The defense team has never contributed to this problem due to our team approach in favor of judicial economy.

4. We have complied with Juvenile Services' requests as pertains to safety, security, and operational matters involving the Juvenile Department, its property and its premises. We have met regularly with Juvenile Department administrators and talk with them on a weekly basis due to the amount of time we spend in the Juvenile Services Building.

We have a long and cooperative working relationship with Brazos County Juvenile Services. We appreciate the hard work that juvenile probation officers do on behalf of the children in our community. Anything we can do to assist probation officers in helping our clients, we give them our full support. That is why we offer our college student interns as

a resource to help juvenile probation officers in any task that they may need help doing in relation to the child for which he/she is assigned. Juvenile Services has graciously provided our Texas A&M University student interns/mentors with training and background checks.

5. Gendron has made juvenile representation his life's work. Gendron has dedicated his professional career to representing indigent children. Flanigan now complements that endeavor in many ways but in particular by providing long standing trial and appellate experience.

We are known in the legal community and the broader community as the attorneys to go to for juvenile law matters and advice. We have concentrated on practicing in the juvenile realm for over two decades. Our model of representation is most conducive to providing services under the contract. Flanigan and Gendron staff cases every week to decide how to resolve them. This arrangement, with our division of duties, allows us the ability to handle a large volume of cases with expertise and efficiency.

We have all the ability in the world to perform the work on any and all cases just as we have done zealously for the past 25 years. Brazos County can rest assured that we can handle any and all cases just as we have done for the past two decades. Our workload currently consists primarily of representing appointed juvenile clients and the planned workload is the same that we have been doing on behalf of Brazos County for a quarter of a century. We have always been up to the challenge because of the passion we have for justice.

When we have a jury trial in Brazos County, an indigent child is getting the representation that other people pay tens of thousands of dollars to acquire. Our appointed clients and their families are getting an experienced trial and appellate attorney with the qualifications to handle the most serious adult felonies. We are experts in this field and are up to any challenge that comes our way in representing some of the most damaged, traumatized and needy souls in our community.

Section 5 Price – (35 points)

Annual cost for the requested services - $337,500 – NO INCREASE

Our bid reflects no increase in the contract price for Fiscal Year 2026. Our bid of $337,500 in response to this RFP is the same as what was agreed to last fiscal year.

The contract price amount submitted ($337,500), for comparison and parity purposes, is less than half the amount the Brazos County District Attorney's Office will spend in the upcoming fiscal year for the salaries/benefits of juvenile prosecution staff. The salaries/benefits of the 3 juvenile prosecutors and 2 staff persons for Fiscal Year 2025 are as follows: ($174,296 + $141,537 + $128,142 + $119,754 + $97,421 = $661,150). For Fiscal Year 2026 with the 4% COLA, the expenditure will be $687,596. We conservatively estimate another $60-$70,000 in additional costs attributable to office equipment, supplies, training, travel, some percentage of salaries and benefits of other district attorney office supporting staff such as receptionists, supervisory and appellate attorneys providing assistance on cases, other assistant district attorneys substituting at juvenile proceedings or as second chair attorneys during jury trials, and the costs associated with county paid office space, LexisNexis or Westlaw, etc. for an estimated $750,000 for direct DA's Office costs for juvenile prosecution. Additionally, there are other agencies that assist in the prosecution effort (law enforcement, juvenile probation officers, etc.) whose costs are not factored in to that three quarters of a million dollar figure that the county will expend on juvenile prosecution.

Routine expenses account for approximately 40% of our stipend from the County. Overhead costs such as rent, computers and computer maintenance, copier, required malpractice insurance, phone, internet, staff wages, wage taxes, etc. keep rising at a greater percentage than what our contract price has over the years. Most of these costs are fixed costs and would not decrease if our caseload were to decrease. These overhead costs are necessary and have to be incurred if a firm is doing its job right. We have internalized more than $150,000 in expenses over the years of service to the county that were not routine

and should have been reimbursed by Brazos County, but we have paid out of our own pockets.

Juvenile Court has become more litigious in the past few years as well which increases the cost of doing business. It is not so much that there are more cases but that each case is generally more contentious. Cases that were not filed in the past are filed as a matter of course now and those cases account for the majority of contested settings in the District Court and with the Referee. In other words, cases that former juvenile prosecutors may have dismissed or diverted are now having court settings that require representation.

The District Attorney's office has also made the policy decision to substantially reduce or eliminate paper referrals; thus, dramatically increasing directives to apprehend (juvenile arrest warrants) that result in juveniles being taken into custody instead of just being summoned to court through the paper referral process (like getting a traffic ticket where one promises to appear instead of being arrested). The District Attorney's Office certainly has the authority and discretion to file cases as they so choose. However, there is a cost to that exercise of discretion – a financial and human cost. That cost is borne by frontline probation officers with higher caseloads, children and their families that might benefit by diverting the case, court staff and Referee time and energy, school personnel dealing with involuntarily absent students, and the defense team. With the vigor that the Brazos County DA's Office prosecutes juvenile cases (very much like adult cases), it is imperative that Brazos County choose attorneys that have the resources and a track record of standing up to the prosecutorial power of the government.

We are a committed partner with Brazos County. Keep in mind that we did not increase our contract price for 5 years – between October 1, 2019, and September 30, 2024. We worked with the county through COVID and beyond and kept our contract price steady while our costs and inflation increased because we are committed to this endeavor of providing the best representation to juveniles in Brazos County. The county can count on us to be here for the foreseeable future. Gendron whose great-great-grandparents came from Sicily to farm the fertile land of Brazos County is a 5th Generation Brazos County

resident and is here to stay where he has deep roots. Flanigan is not going anywhere with a son as a new freshman at Texas A&M and a daughter that plans to come back home to practice law in her hometown but first she has to graduate from Baylor and then law school. Gendron and Flanigan are here to stay and will continue to be the steady, consistent, and reliable partners that Brazos County has come to know and trust.

CONCLUSION:

This RFP only requires that juveniles appointed under the contract be "a priority in" the practice of the contracted attorneys. The phrase "the priority of" implies that something has the status of being the most important. The phrase "a priority in" denotes the importance or high ranking of something within a specific list or category of things but not necessarily the most important. We commit to making juveniles appointed under the contract THE PRIORITY OF our practice and we are the only group of attorneys in Brazos County that has already made children appointed by the Juvenile Court THE PRIORITY OF our practice.

Once a lawyer is appointed to represent a child, best and recommended practices require that the same attorney be appointed to represent that child in any subsequent causes of action. Therefore, once appointed to represent a child, the attorney should remain with that child throughout his or her involvement in the juvenile justice system. That practice makes sense because of the unique situation of a child in reference to his guardians and dependency on them, the supervisory role probation departments and others possess, and the background of the child playing a large role in how cases are resolved. The lawyer that has worked with a child in the child's initial case has the background information from a first-hand perspective and has a rapport with the child and family among other factors that are necessary for the most effective representation of a juvenile. When a child comes back into the system after completing a probation, the discovery provided in the new case includes everything from any previous cases and that previous case and all aspects of it are held against the child and color prosecutorial decisions.

Therefore, it is imperative, if there is to be any semblance of a level playing field, that the lawyer most knowledgeable about the child as a whole is appointed on any new cases in order to properly defend the child because it is not just the circumstances of the new case but previous cases are used in determining how a case is resolved. Consider a contested hearing with a brand new defense attorney defending a child who was not privy to all the past hearings in front of the same judge with the same prosecutor and the same probation officer. How disadvantaged would that new attorney be and what detriment to the accused child?

This concept of continuity of representation has been employed in Brazos County and in other jurisdictions cognizant of the needs of the juvenile justice system. According to these standards, we would be required to be appointed and to represent those children we have previously been appointed should they find themselves back in the juvenile justice system. We look forward to providing that continuity of care on behalf of all of the criminally accused juveniles whom we are entrusted by the Juvenile Court to protect.

Section 6 – Additional Documents

R. REFERENCES

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

Company/Entity: Please see attached Attorney Resumes for References.
Contact: _____
Phone: _____
Email: _____

S. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for 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: GENDRON & FLANIGAN

Address: 318 N. Bryan Avenue, Bryan, Texas 77803

Proposer's Name: PATRICK K. GENDRON

Position/ Title: PARTNER

Proposer's Signature: Patrick Gendron

Date: Sept. 9, 2025

Subscribed and sworn to me on this 9 day of September in the year 2025.

Sarah Hambrick
Notary Public, State of Texas

SARAH HAMBRICK
Notary Public, State of Texas
Comm. Expires 03-23-2026
Notary ID 133661571

T. 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 _____ Date _____ Date _____

U. 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 Contract Attorneys, and that the contents of this proposal have not been communicated to any other Contract Attorneys prior to the official opening.

Signed By: Patrick Gendron Title: Partner

Typed Name: PATRICK K. GENDRON

Company Name: GENDRON & FLANIGAN

Mailing Address: P.O. Box 6561 Bryan Texas 77805
P.O. Box or Street City State Zip

Employer Identification Number: 99-2654226

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. 25-151

By signing below, Brazos County agrees that this RFP 25-151 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: SEPTEMBER 30, 2025

Attest: Brazos County Clerk Karen McQueen
By: Ashley Rodriguez-Bowman
Chief Deputy

RFP 25-151

Legal Representation of Juvenile

	Category	Available Points	Gendron & Flanigan
a.	Organization and Understanding of Scope of Work	10	10
b.	Experience of Firm's Proposed Personnel	35	35
c.	Disciplinary Actions and Litigation	10	10
d.	Process of Planning	10	10
e.	Pricing	35	35
			$337,500.00
		Total	99

Committee Recommended Award: Gendron & Flanigan

Approved by Commissioner's Court on this 30 **day of** SEPTEMBER **2025**

_____ **holding the position of** ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	9/30/2025		
ITEM:	Award of RFP #CIP 25-531 Brazos County Administration Building Renovations. Recommended Award: Flintco, LLC.		
TO:	Commissioners Court		
FROM:	Kaitlyn Battles		
DATE:	09/23/2025		
FISCAL IMPACT:	True		
BUDGETED:	True		
DOLLAR AMOUNT:	$14,865,000.00		
NOTES/EXCEPTIONS:	The evaluation committee selected for this project reviewed the proposals we received and picked Flintco, Inc as the highest evaluated company for the Brazos County Administration Building Renovations in the amount of $14,865,000.00. This project consists of renovation of the north wing, second floor, sanctuary area, exterior improvements, and other miscellaneous transitions to the existing main building. This project is fully budgeted.		

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract_-_Flintco_LLC.pdf	Contract	Backup Material
RFP-_Flintco.pdf	RFP	Backup Material
Tabulation.pdf	Tabulation	Backup Material

AGREEMENT
FOR DEMOCRAT ROAD RAILCAR REPLACEMENT

RFP # CIP 25-579

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

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

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the DEMOCRAT ROAD RAILCAR REPLACEMENT, Brazos County, Texas, in the amount of **SEVEN HUNDRED AND FOURTEEN THOUSAND, TWO HUNDRED AND FIFTY-TWO DOLLARS AND FOURTY-TWO CENTS** ($714,252.43) is entered into this 16th day of September 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **KNIFE RIVER COOPORATION - SOUTH.**, (hereinafter referred to as "Contractor"). The DEMOCRAT ROAD RAILCAR REPLACEMENT is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GOODWIN-LASSITER-STRONG** and is hereinafter referred to as "Engineer."

ARTICLE 1
GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-579** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

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

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

1.1.4 THE PROJECT: The Project is the rehabilitation of the DEMOCRAT ROAD RAILCAR REPLACEMENT in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of the replacement of Democrat Road Railcar from the intersection of Democrat Road and State Highway 21.

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. Refer to Sections 8.1.1 and 8.1.2.

.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: (l) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Engineers.

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

any claim or liabilities arising out of such use.

ARTICLE 2
OWNER

2.1 DEFINITION

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

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4.3 The Owner reserves the right to:

- .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, sequences or procedures.

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

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

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

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

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

3.3.6 The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County

most approve the new, proposed, full-time Project Superintendent before they start on the project.

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

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

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

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

3.5 WARRANTY

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

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

prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

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

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

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

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

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

- .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 $30,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate

contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

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

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

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

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

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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

3.13 USE OF SITE

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

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

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

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP

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

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after

reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, 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 PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Engineer or by appropriate addendum.

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

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

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

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

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break–down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Engineer.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Engineer and Owner.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)
Day 0: Contractors receipt of Notice to Proceed
Submittals, as needed, to be provided within a reasonable time.
Day 62: Contractor attains Substantial Completion
Day 92: 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.

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 maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

A. for Contractor, for any work performed by his own forces, 15% of the cost;

B. for each subcontractor involved, work performed by his own forces, 10% of the cost;

C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than sixty-two (62) calendar days from the date of commencement, subject to adjustments of

the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

8.1.3 The date of Substantial completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

.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 SEVEN HUNDRED AND FOURTEEN THOUSAND, TWO HUNDRED AND FIFTY-TWO DOLLARS AND FOURTY-TWO CENTS ($714,252.43) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Engineer will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Engineer may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment

or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has: (1) made exhaustive or continuous on–site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount,

the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because of:

.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 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the

Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the 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;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents, or
.4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be two hundred fifty dollars ($1,000.00) 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 Sub–subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible

and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Engineer or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Engineer for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Engineer's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Engineer's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor,

the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

10.3.4 The Engineer and Engineer's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Engineer shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Engineer. The Contractor shall notify the Owner and Engineer prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner

shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Engineer.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may 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) Property Damage Liability Insurance shall include coverage for the following hazards:
   1) X (Explosion).
   2) C (Collapse).
   3) U (Underground).

(d) Broad Form Property Coverage shall include Completed Operations.
(e) "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):
   (a) 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:
$ 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.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract

Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract

Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In

case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all

costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

.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 SEPTEMBER 30, 2025, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

OWNER:
BRAZOS COUNTY, TEXAS

_____ Date: 9/30/25
Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

CONTRACTOR:
KNIFE RIVER CORPORATION - SOUTH

_____ Date: 9/14/25
KNIFE RIVER CORPORATION - SOUTH

ATTACHMENT "A"
DEMOCRAT ROAD RAILCAR REPLACEMENT
REQUEST FOR PROPOSAL CIP 25-579

FLINTCO

Groundbreaking Since 1908.

August 5, 2025

Brazos County Purchasing Department
200 S. Texas Avenue, Suite 352
Bryan, TX 77803

RE: RFP No. CIP 25-531 — Brazos County Administration Building Renovations

To Whom It May Concern:

On behalf of Flintco, we appreciate the opportunity to submit our proposal for the Brazos County Administration Building Renovations. We have carefully reviewed the RFP documents and thoroughly understand the project's scope, objectives, and unique challenges, including phasing construction within an occupied facility.

Flintco has a long-standing track record of delivering complex, phased renovation projects safely and on schedule. Our team brings specialized expertise coordinating upgrades to fully operational facilities while maintaining secure ingress and egress for staff and the public. We understand that clear communication, proactive logistics planning, and exceptional site management will be critical to the success of this project.

Our proposal includes:

- A detailed cost proposal that reflects a complete understanding of the scope, including Owner's Contingency, Allowances, and Alternate pricing per your specifications.
- A comprehensive project schedule that we believe is achievable for the scope at hand.
- Relevant qualifications highlighting our team's proven experience with large-scale governmental renovations of similar size and complexity.
- A dedicated project team, including a Project Manager and Superintendent with extensive experience managing occupied renovations and public-sector projects.

We are committed to collaborating closely with Brazos County to ensure a safe, secure, and minimally disruptive renovation process. Our goal is to deliver a high-quality facility that supports your operations for decades to come.

Thank you for considering Flintco for this important project. We look forward to the possibility of working together and demonstrating why Flintco is the right partner for the Brazos County Administration Building Renovations.

If you have any questions or require additional information, please do not hesitate to contact me at 512.626.5412 or scott.tomhave@flintco.com.

Sincerely,

Toby Smith
Project Director
Flintco, LLC

REQUEST FOR PROPOSALS

RFP NO. CIP 25-531

Brazos County Administration Building Renovation

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, July 15, 2025, 2:00pm CST

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

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

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

Company Name: Flintco, LLC

By (Print): Scott Tomhave Title: Senior Vice President

Physical Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Mailing Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Telephone: 512.626.5412 Fax: N/A E-Mail: scott.tomhave@flintco.com

S. REFERENCES

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

Company/Entity: Austin ISD

Contact: Michael Mann, Project Manager, Architect

Phone: 512.414.8943

Email: michael.mann@austinisd.org

Company/Entity: University of Texas

Contact: Brian Dujon, Project Manager

Phone: 512.232.2734

Email: Brian.Dujon@austin.utexas.edu

Company/Entity: Texas Facilities Complex

Contact: Ricardo Guerra, Project Manager

Phone: 512.463.1763

Email: Ricardo.Guerra@tfc.texas.gov

Company/Entity: Texas Facilities Commission

Contact: Jay Franklin, PMP, CTCM, Project Manager

Phone: 512.962.1031

Email: Jay.Franklin@tfc.state.tx.us

Company/Entity: Texas Facilities Commission

Contact: Billy Knapp, Project Manager Facilities Design and Construction

Phone: 512.563.9287

Email: william.knapp@tfc.state.tx.us

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: Flintco, LLC

Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Proposer's Name: Scott Tomhave | Flintco, LLC

Position/Title: Senior Vice President

Proposer's Signature: 

Date: August 5, 2025

Subscribed and sworn to me on this 5th day of August in the year 2025

Sarah Nario

Notary Public

My Commission expires 11/7/2027

SARAH NARIO
My Notary ID # 128793983
Expires November 7, 2027

U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1	No. 2	No. 3
Date 6/3/25	Date 6/13/25	Date 6/24/25
No. 4	No. 5	No. 6
Date 6/25/25	Date 7/3/25	Date 7/8/25
No. 7	No. 8	No. 9
Date 7/16/25	Date 7/21/25	Date 7/24/25
No. 10	No.	No.
Date 7/25/25	Date	Date

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 25-531
Brazos County Administration Building Renovations

Issued: June 3, 2025
Change: Corrected Exhibit C – Plans & Exhibit D – Project Manual
Reason: Error

Exhibit C & Exhibit D was not uploaded correctly. Plans should be corrected now.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #2 to CIP 25-531
Brazos County Administration Building Renovations

Issued: **June 13, 2025**
Change: **Modifications to the Project Manual and Drawings**
Reason: **Question Clarifications**

Modifications to the Project Manual

1. Section 27 05 28 Pathways For Communications Systems
    a. Added Cable tray Section 2.1 C
    b. Added Cable Tray Description 2.5
    c. Removed 3.3 Installation Section D
    d. Modified Verbiage for Section E
2. Section 01 21 00 Allowances
    a. Modified Verbiage for Section 1.6 A

Modifications to the Drawing

1. Sheet E1.00 Electrical Site Plan
    a. Existing pad mounted transformer, main switch, and new chillers are shown for reference purposes as indicated.
2. Sheet E1.04 Power Level 2 Floor Plan
    a. Existing distribution panel PP3 and other panels are shown for reference purposes as indicated.
3. Sheet P5.00 Plumbing Riser Diagrams
    a. Missing Plumbing Riser Diagrams are shown on sheet as indicated.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #3 to CIP 25-531
Brazos County Administration Building Renovations

Issued: June 24, 2025
Change: Modifications to the Project Manual and Drawings
Reason: Question Clarifications

Modifications to the Project Manual

1. Section 27 41 13 AUDIO VIDEO INFRASTRUCTURE
   a. Removed SECTION 1.4 1C
2. Section 27 41 16 AUDIO VISUAL SYSTEMS
   a. Removed Section 2.3 D
   b. Modified Verbiage for Section 2.3 13B
   c. Modified Verbiage for Section 2.3 27A

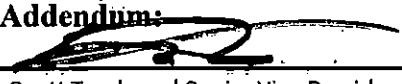
Modifications to the Drawing

1. Sheet AVI0.01 LEGEND AND NOTES - AV INFRASTRUCTURE
   a. Added 'LA' Assistive Listening infrastructure to Legend
2. Sheet AVI0.02 RISER DIAGRAM – AV INFRASTRUCTURE
   a. Added conduit for device LA to riser
3. Sheet AVI2.01 LEVEL 1 FLOOR PLAN - AREA A - AV INFRASTRUCTURE
   a. Added 'LA' Assistive Listening emitter in 111.
4. Sheet AVI2.03 LEVEL 2 FLOOR PLAN - AREA A - AV INFRASTRUCTURE
   a. Changed size of FPD to 98" diagonal. Changed Camera from ceiling to wall (mount above TV) and changed type to type 3.
5. Sheet AVI2.05 LEVEL 2 FLOOR PLAN - AREA C - AV INFRASTRUCTURE
   a. Added OFE Mini PC behind display
6. Sheet AVI10.01 LEVEL 1 RCP - AREA A – AV INFRASTRUCTURE
   a. Relocated ceiling cameras in 112, 113, 114.
   b. Added ceiling speakers in 113, 114.
   c. Changed 2 camera types to type 2 in 111.
7. Sheet AVI10.03 LEVEL 2 RCP - AREA A – AV INFRASTRUCTURE
   a. Deleted ceiling camera
8. Sheet AVS13.01 AV SIGNAL FLOW DIAGRAMS - AV INFRASTRUCTURE
   a. Modified signal flow drawings

9. Sheet AVS13.02 AV SIGNAL FLOW DIAGRAMS - AV INFRASTRUCTURE
    a. Modified signal flow drawings
10. Sheet T2.01 LEVEL 1 FLOOR PLAN - AREA A – COMMUNICATIONS
    a. Changed and/or moved data drops to match AV changes
11. Sheet T2.03 LEVEL 2 FLOOR PLAN - AREA A - COMMUNICATIONS
    a. Changed and/or moved data drops to match AV changes

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 

Printed Name: Scott Tomhave | Senior Vice President

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #4 to CIP 25-531
Brazos County Administration Building Renovations

Issued: **June 25, 2025**
Change: **Modifications to the Drawings**
Reason: **Addendum #3 & Question Clarifications**

Modifications to the Drawing

1. Sheet E5.1 - ELECTRICAL RISER DIAGRAM
    a. Added panel 2B3 to be fed from 2B2.
2. E7.1 - ELECTRICAL PANEL SCHEDULES
    a. Revised schedules to reflect existing conditions, breakers and loads.
    b. Panel 2HA to utilize existing 225amp breaker.
    c. Panel 2HB to utilize new 225amp 3 pole breaker.
3. E7.2 - ELECTRICAL PANEL SCHEDULES
    a. Revised schedules to reflect existing conditions, breakers and loads.
    b. Added 30 amp 3 pole breaker for SPD to panel 2A2.
4. E7.3 - ELECTRICAL PANEL SCHEDULES
    a. Revised schedules to reflect existing conditions, breakers and loads.
5. E7.4 - ELECTRICAL PANEL SCHEDULES
    a. Revised schedules to reflect existing conditions, breakers and loads.
6. E7.5 - ELECTRICAL PANEL SCHEDULES
    a. Revised 3HB bus to 400 amps.
    b. Added 30 amp 3 pole breaker for SPD to panel 3B2.
7. E7.6 - ELECTRICAL PANEL SCHEDULES
    a. Added 30 amp 3 pole breaker for SPD to panel 2B3.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #5 to CIP 25-531
Brazos County Administration Building Renovations

Issued: July 3, 2025
Change: Pre-Proposal/Online Questions, Pre-Proposal Sign In Sheet, and Pre-Propsal Agenda along with Updated Drawings
Reason: Clarifications

General Clarification Questions & Answers from Pre-Proposal Meeting

1. Question: Is there Asbestos testing?
    a. **Answer: Yes, please reference the project manual for the Owner provides asbestos inspection report. Abatement shall be included in the Contractors Base Bid.**
2. Question: Will the project have continuous phases or smaller phases?
    a. **Answer: General Contractor will be required to propose construction phasing to Brazos County if different than the preliminary phasing plan provided in bid documents.**
3. Question: Will working after hours be expected or available? Contractors will propose to the county, also the city has working rules and hours.
    a. **Answer: General Contractor will be required to propose working hours to Brazos County and adhere to local AHJ ordinances. County will not require after hours work, it is up to the Contractor to determine the need for overtime or after hours work to be performed during the project.**
4. Question: Will the MDP be taken off line during the transformer enclosure screen replacement?
    a. **Answer: The new transformer enclosure demolished and be increased in height compared to the existing enclosure, provisions are noted in the plan set for temporary bracing of the electrical panels during the renovation work.**
5. Question: Will the building be occupied during demo and construction?
    a. **Answer: Yes, Brazos County will continue operations during demo and construction. General Contractor shall coordinate with the Owner as envelope repairs are made. Affected areas will be temporarily vacated during construction.**
6. Question: Is there Substitutions for roof manufacturers?
    a. **Answer: Duro-Last is the preferred roofing manufacturer for Brazos County, however, any proposed substitutions shall be submitted to the Architect for review according to the specification related to substitutions.**

7. Question: Is night work available?
    a. **Answer: Yes, the General Contractor may propose work to be conducted after hours if deemed advantageous to the project. Subject to County approved times and durations.**
8. Question: Please clarify Keynote 12 on drawing sheet A0.01.
    a. **Answer: Please reference the asbestos report included in the Project Manual for work in Area A.**
9. Question: Is the current flat roof on Area A under warranty?
    a. **Answer: Yes, per Brazos County.**
10. Question: Is there a partition allowance?
    a. **Answer: Please reference Spec Section 01 21 00 1.6 Allowance Schedule - $75,000 for temporary barricades and protection of existing finishes.**
11. Question: There will be noise disruption in common areas, will after hours be allowed?
    a. **Answer: Yes, General Contractor will be required to propose working hours to Brazos County and adhere to local AHJ ordinances.**
12. Question: Will the fire sprinkler heads need to be centered in the new ACT grid?
    a. **Answer: Yes, General Contractor will be required to center all fire sprinkler heads in the new ACT grids. Non-disturbed heads/ceilings to remain as-is.**
13. Question: Please clarify design intent for existing MDP in transformer enclosure.
    a. **Answer: Existing MDP to remain in operation during the installation of the new transformer enclosure.**
14. Question: Please clarify the location of an elevator pit for the proposed elevator in the atrium area.
    a. **Answer: Per the as-built drawings provided by Brazos County, the proposed elevator in Area B has an elevator pit with a topping slab. However, Structural plans provide a detailed drawing for the requirement for an elevator pit should one not be present under the assumed topping slab.**
15. Question: Are the structural drawings being uploaded?
    a. **Answer: Yes, structural drawings have been uploaded in Addendum #1.**
16. Question: Are the existing roofing core samples included in the specs?
    a. **Answer: Yes, please reference the assessment report by Zero – Six Consulting.**
17. Question: Clarify design intent of interior door frame thickness. Shows to be 1.5 inch, it is not standard.
    a. **Answer: Standard hollow metal frames with a 2" face frame dimension are intended.**
18. Question: MEP Sprinklers, halon and not dry pipe. Wet sprinklers need to be removed from electrical rooms, IDF rooms, and add new fire suppression system that does not produce water.
    a. **Answer: Expanded wet sprinkler system will be expanded to accommodate renovation areas as indicated on the plans. There will be no new Halon sprinkler system type**
19. Question: Clarify room number, Electrical room in north wing inside storage room: It does not have clearance for the 3 new panels in the existing room.
    a. **Answer: Demo sheet ED1.03 calls for existing unused equipment to be removed. There shouldn't be a clearance issue for the new equipment.**
20. Question: Do we have any as built drawings?
    a. **Answer: As-built drawings are now Exhibit F, posted with this addendum.**
21. Question: What is the size of the roof penetration for exhaust fan 3?
    a. **Answer: See Sheet M2.04**

22. Question: Do we need to remove sprinkler heads during construction?
    a. **Answer: General Contractor will be responsible for proposing fire suppression safety measures to Brazos County during construction.**
23. Question: Please specify the manufacturer of the existing roof on top of the sanctuary.
    a. **Answer: Per Brazos County, Duro-Last**
24. Question: Please clarify the size of the disconnects for the proposed chillers.
    a. **Answer: 400A 3 pole nema 3R switch will be clarified in revised Sheet E1.02.**
25. Question: Please establish the limits of HVAC demolition in sanctuary.
    a. **Answer: Demo all equipment, ductwork, and piping with shaded area per the demo plans MD0.01 and MD0.02**
26. Question: Check electrical sheets: Plans are showing Floor boxes plates. Need to be wall boxes. As conduit E1.01:11 & T.2.01 (contradicting) 5 Box in commissioner court area, 6 are in classrooms.
    a. **Answer: See revised Sheet E1.01**
27. Question: Path feeder: 3HB electrical sheet 285: what is the path to get into main distribution panel outside? One-line Diagram indicated an underground pathway
    a. **Answer: See revised Sheet E5.1**

Modifications to the Drawings

1. Sheet E1.01 – Power Level 1 Floor Plan Area A
    a. Removed floor boxes in Rooms 112, 113, 114
2. Sheet E1.02 – Power Level 1 Floor Plan Area B
    a. Clarified design intent for chiller disconnects
3. Sheet E5.1 – Electrical Riser Diagram
    a. Clarified design intent for feeder path

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 

Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
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Addendum #6 to CIP 25-531
Brazos County Administration Building Renovations

Issued: July 8, 2025
Change: Date Changes for Question Deadline & Proposals Due
Reason: Clarifications

Date Changes

Due to an abundance of questions being asked and to give the Architect and their team time to answer them correctly, the following dates have changed:

Deadline for Questions	**Friday, July 11, 2025 at 5:00 PM CST**
Addendum Addressing Questions	**Friday, June 18, 2025 or sooner**
Proposal Submission Deadline	**Tuesday, July 29, 2025 at 2:00 PM CST**
Review/Contract Evaluations/Negotiations	**August**
Anticipated Award	**September**
Anticipated Construction Start	**October**

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

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Addendum #7 to CIP 25-531
Brazos County Administration Building Renovations

Issued: July 16, 2025
Change: Additional Pre-Proposal Walk & Question Period
Reason: Clarifications

Additional Pre-Proposal & Question Period

Due to an abundance of questions being asked via the online bidding website and calls we received, we decided to open up for one more pre-proposal and small question period. Please see the following dates that have been added (highlighted), but all else has stayed the same.:

Addendum Addressing Questions Current Questions	**Friday, June 18, 2025 or sooner**
Pre-Proposal #2	**Tuesday, July 22, 2025 at 9:00am**
Question Period Open (Final Round)	**Tuesday, July 22, 2025 after Pre-Proposal**
Question Deadline (Final Round)	**Wednesday, July 23, 2025 at Noon**
Addendum (if needed after Pre-Proposal & Questions)	**Thursday, July 24, 2025**
Proposal Submission Deadline	**Tuesday, July 29, 2025 at 2:00 PM CST**
Review/Contract Evaluations/Negotiations	**August**
Anticipated Award	**September**
Anticipated Construction Start	**October**

A Pre-Proposal #2 Conference will be held at the Brazos County Administration Building Sanctuary, located at 200 S. Texas Avenue, Bryan, Texas, 77803, at 9:00 a.m. on Tuesday, July 22, 2025.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

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Addendum #8 to CIP 25-531
Brazos County Administration Building Renovations

Issued: **July 21, 2025**
Change: **Project Manual & Drawing Modifications**
Reason: **Clarifications**

Modifications to the Project Manual

1. Section 27 41 16 AUDIOVISUAL SYSTEMS
    a. Section 2, 2.2, A: revised text in room description
    b. Section 2, 2.3, A:
        i. 4: revised model of Control System Master
        ii. 8: revised model of flat panel displays
        iii. 17: revised model of Uninterruptible Power Supply (UPS)
        iv. 24: Added Video Distribution Amplifier models
        v. 26: item (j.): Added lavalier microphone for use with bodypacks

Modifications to the Drawing

1. Sheet SD1.01 FOUNDATION DEMO PLAN AREAS "A" & "B"
    a. Changed extents of slab demo north of grid XC to match detail 4/S3.02
2. Sheet S3.02 FOUNDATION DETAILS
    a. Detail 4 – Added dimension call out for the new slab over the existing grade beam
3. Sheet S5.01 ROOF FRAMING DETAILS
    a. Detail 5 – Changed callout for hanger diagonal supports from "SEE 6/S0.06" to SEE 6/S0.07"
    b. Detail 12 – Changed callout for the existing L3X3X1/4" attached to the existing WF beam to "EXISTING L3X3X1/4" CONT TO REMAIN"
4. Sheet A0.04 LEVEL 2 DEMO FLOOR PLAN – AREA A
    a. Updated wall east of Room 223 to show demo of wall only
    b. Updated east wall of room 223 to be completely demoed
    c. Updated west wall of room 220 to show only demo for opening
5. Sheet A0.03 LEVEL 1 DEMO FLOOR PLAN – AREA C
    a. Updated walls in the rear of exterior walkway in Area C to show as demoed
    b. Floor plan scope area updated

c. Keynote 18 added

6. Sheet A2.03 LEVEL 2 FLOOR PLAN – AREA A
    a. Removed attic ladder text
7. Sheet A2.05 LEVEL 2 FLOOR PLAN – AREA C
    a. Detail 3, Updated walls in the rear of exterior walkway in Area C to show as new for new envelope material
8. Sheet 4.01 ROOF PLAN – AREA A & B
    a. Omitted section tag 6/A5.02 from plan
9. Sheet A5.03 ENLARGED ELEVATOR PLAN – AREA A
    a. Details 12, 8, 7 updated to show 4" CMU veneer
10. Sheet A5.07 ENLARGED TOILET PLANS – AREA A & B
    a. Added interior elevation tags
11. Sheet A6.01 BUILDING CROSSECTIONS & EXTERIOR ELEVATIONS
    a. Detail 3, Wall material added to show the new CMU veneer
12. Sheet A6.04 WALL SECTIONS
    a. Detail 3, Ceiling was raised to 9'-8"
13. Sheet A6.11 EXTERIOR BUILDING DETAILS
    a. Detail 3, 6, & 12 updated to show CMU-2
14. Sheet A6.12 EXTERIOR BUILDING DETAILS
    a. Detail 3, Updated to show missing information
    b. Detail 22 Updated to show CMU-2 & the transfer joint from the 3" king brick to CMU-2
15. Sheet 7.01 EXTERIOR ELEVATIONS
    a. Removed section ag references 4 & 5/A5.02
16. Sheet A8.02 INTERIOR ELEVATIONS
    a. Details 18 through 20 were added
17. Sheet A8.04 INTERIOR ELEVATIONS
    a. Detail 12, Updated detail to show material of countertop as PL-2
    b. Toilet Accessories, Interior Elevation Keynotes, & Interior elev. General notes Added
    c. Added detail 12
18. Sheet A8.05 INTERIOR ELEVATIONS
    a. Detail 3 and 4, removed called out
    b. Detail 9, countertop printer to be OFOI
19. Sheet A.8.06 INTERIOR ELEVATIONS Question "In room 233, details show there to be a countertop. Please note what material this counter is to be. Also, please confirm if there is any other lower cabinetry besides B03. (13,14/A8.06)
    a. Details 12, 13, 14 updated millwork layout for room and added material callouts
    b. Detail 12, Updated detail to show material of countertop
20. Sheet A8.07 INTERIOR ELEVATIONS
    a. Detail 19 changed finish to paint
    b. Updated details 2, 4, and 18to show millwork

21. Sheet A8.08 INTERIOR ELEVATIONS
    a. Detail 5, updated to show Frame Type 33
    b. Detail 6, updated to show Frame Type 33
    c. Added G8 Glazing type
22. Sheet A8.11 UPPER MILLWORK DETAILS
    a. Updated the placement of Ballistic panels on details 9, 10, 11
23. Sheet A9.01 DOOR FRAMES, TYPES, AND GENERAL NOTES Questions: "Detail 5 and 6 show a transaction window. Please confirm transaction window type at reception desk. Window seems to be different from a sliding transaction window. If different, please provide specification.", "Door #120 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?", "Door #124 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?", "Door #140A – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows CC which is Exterior Alum w/ glass, Also no wall size is shown on drawings. What material is to be used for the frame & doors?", and "A9.01 Glazing film types lists types GF-1 thru 4. GF-1 is only type located in plans. Please confirm."
    a. Added Frame Type 33
    b. Frame type 03 Updated
    c. Frame type 34 was added
    d. Frame type 35 was added
    e. Frame type 02 updated frame sizes to 1 ¾"
    f. Glass type changed to "G2"
    g. Frame type 11 Updated frame sizes to 1 ¾"
    h. Frame type 10 Updated frame sizes to 1 ¾"
    i. Frame type 09 Updated frame sizes to 1 ¾"
    j. Omitted glazing GF-2, GF-3, and GF-4
24. Sheet A9.02 INTERIOR ELVATIONS
    a. Frame type 14 updated to 28'-0" Height
25. Sheet A9.03 DOOR SCHEDULES Questions: "Please advise on the following: Door #112A & 112B – Door Schedule shows to provide Krieger STC 51 Plam door – Krieger does not make Plam STC doors anymore – Specs show the Kreiger products for the wood veneer faced doors – What Specie of wood veneer do we bid? Door #267A, 267B, 269, 270B, - Door schedule does not list what STC rating required for those doors. Door # 113, 114, 118A, 213, - All hardware sets on schedule are for STC rated doors, need to know what STC rating required for these doors Door #2019, 2021, 2031, 2032, 2041 – Door Schedule shows Type "E" (glass door) with hardware sets for STC rated Doors? – Please Advise", "Door #120 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material

is to be used for the frame & doors?", "Door #124 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?", and "Door #140A – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows CC which is Exterior Alum w/ glass, Also no wall size is shown on drawings. What material is to be used for the frame & doors?"

a. Door #112 & 112B "Remarks updated to include "STC 51 rating"
b. Door #113, 114, 118A, 213 remarks updated to include "STC 51 Rating"
c. Door #209, 2021, 2031, 2032, 2041 remarks updated to include "STC 35 Rating"
d. Door # 2031 material updated to AL/GL
e. Door Frame was changed to 34
f. Door type changed to CC
g. Updated Remarks to read "Card Reader"
h. Updated Frame was changed to 35
i. Door type was updated to "EE"
j. Frame was changed to 34
k. Frame material was changed to "AL/ANOD."
l. Frame was changed to "1 ¾"

26. Sheet A10.01 LEVEL 1 REFLECTED CEILING PLANS – AREAS A & B
    a. Detail 2, Soffit Hatch got updated to show reference Metal Soffit
    b. Legend Updated to call out soffit material
27. Sheet A10.02 LEVEL 2 REFLECTED CEILING PLANS – AREAS A & B
    a. Ceiling for Elevator Lobby 2005 raised to 9'-8"
28. Sheet A11.00 MATERIAL FINISH SCHEDULE & INTERIOR DETAILS
    a. Updated SS-2 to be equal as SS-1
29. Sheet A11.01 LEVEL 1 FLOOR FINISH PLAN – AREA A & B
    a. Updated plan schedule
30. Sheet A11.05 LEVEL 2 FLOOR FINISH PLAN – AREA C
    a. Updated plan schedule
31. Sheet 11.06 LEVEL 2 WALL FINISH PLAN – AREA C
    a. Updated room finish schedule
32. Sheet SC0.01 LEGEND AND NOTES _ SECURITY
    a. Revised CAM and 180 to remove reference to OFCI
33. Sheet E1.04 – POWER – LEVEL 2 FLOOR PLAN – AREA C
    a. Revised layout of electrical equipment in existing electoral room 253
    b. Showing existing panel "PANEL 1" to be reconnected
    c. Added existing panels PANEL 1, PANEL 2, and EM to be replaced one for one
34. Sheet E5.01 – ELECTRICAL RISER DIAGRAM
    a. Added connections for existing 400 amp panel, Panel A, Panel KA, xfmr 3XP and xfmr EM

35. Sheet E7.5 0 - ELECTRICAL PANEL SCHEDULES
    a. Revised panel schedule 3HB to include existing circuits to be recircuits refer to revised sheet for changes
36. Sheet E7.6 – ELECTRICAL PANEL SCHEDULES
    a. Added panel schedules for existing panel replacements EM, Panel 2 and Panel 1
37. Sheet ED1.03 – ELECTRICAL LEVEL 2 DEMO FLOOR PLAN – AREA C
    a. Added existing riser diagram for existing electrical room 253
    b. Revised demo scope for panels in existing elec 253
38. Sheet P3-03 – PLUMBING DETAILS AND SCHEDULES
    a. Added WH to schedule

Acknowledgement of Addendum:
Signature: _____
Printed Name: Scott Tomhave | Senior Vice President

Brazos County
Purchasing Department

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Addendum #9 to CIP 25-531
Brazos County Administration Building Renovations

Issued: **July 24, 2025**
Change: **Pre-Proposal #2 Sign In Sheet, Questions/Answers, Project Manual, & Drawing Modifications**
Reason: **Clarifications**

Pre-Proposal #2 Sign In Sheet Attached

Questions Asked on Ionwave

Please note that all questions asked and answered on the online bidding website (Ionwave) will supersede any specifications in the project manual. A downloaded list has been added as reference to the attachments for reference.

Modifications to the Project Manual

1. Section 00 50 00 Contracting Forms and Supplements
    a. Deleted section 1.4A; AIA A102 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; 2017.
2. Section 01 21 00 Allowances
    a. Modified section 1.3A; Cash Allowances to include shipping and handling, labor and installation in cost included in cash allowances
    b. Modified section 1.3B; Cash Allowances to say General Contractors overhead and profit in cost not included in cash allowances
3. Section 01 71 23 Field Engineering
    a. Modified text Section 3.4A; Reports
    b. Deleted Section 3.5; Records
4. Section 04 01 00 Maintenance of Masonry
    a. Deleted entire section from the project manual
5. Section 05 51 00 Metal Stairs
    a. Deleted section 2.2 A 5; Photoluminescent Stair Accessories

6. Section 05 52 13 Pipe and Tube Railings
    a. Deleted section 2.2 H; Photoluminescent Handrail strips
7. Section 06 20 00 Finish Carpentry
    a. Deleted section 2.2; Sustainability Characteristics
8. Section 07 21 00 Thermal Insulation
    a. Deleted Section 2.1 B; Applications
    b. Deleted Section 2.3; Mineral Fiber Blanket Insulation Materials
9. Section 07 21 19 Foamed-In-Place-Insulation
    a. Deleted entire section from the project manual
10. Section 08 42 29 Automatic Entrances
    a. Deleted lines 4 and 5 (Ballistic resistant & Blast resistance) in section 2.2; power operated doors
11. Section 08 87 23 Safety and Security Films
    a. Deleted section 2.2 Safety and Security Glazing Film
12. Section 09 77 00 Special Wall Surfaces
    a. Added Specification to Project Manual
13. Section 10 14 19 Dimensional Letter Signage
    a. Updated Section 2.2B 1 Material to Aluminum sheeting with channel for LED Luminarie
14. Section 10 21 13.13 metal Toilet Compartments
    a. Modified section 2.3A to say "Stainless steel, floor-to-ceiling, anchored."
    b. Modified section 2.3B to say "Doors, Panels, and Pilasters: Stainless steel faces"
15. Section 10 22 39 Folding Panel Partitions
    a. Modified section 2.2A text to say "Folding Panel Partitions: Side opening; continuously hinged; side stacking; motor operated."
    b. Updated section 1.8; Warranty - 1.8 B Updated description to "one year period after date of substantial completion"
    c. 1.8 C Updated description of warranty to "eight year manufacturer warranty" Updated section 2.2 E 2 description of carriers to say "Up to 3" diameter glass-reinforced Nylon on trolley carrier at top of every second panel, all steel precision-ground ball bearing wheels, with threaded pendant bolt for vertical adjustment."
16. Section 14 21 50 Gearless Machine Room Less Traction Elevators (done)
    a. Deleted Alternate: Stainless steel from section 2.5J 1

Modifications to the Drawing

1. Sheet A0.04 Level 2 Demo Floor Plan – Area A
    a. Keynote 29 updated
2. Sheet A2.01 Level 1 Floor Plan – Area A
    a. Keynote 22 created and added to plan
    b. Updated Keynote 13

3. Sheet A4.10 Roof Details
    a. Detail 9 removed vapor barrier annotation
4. Sheet A5.03 Enlarged Elevator Plan – Area A
    a. Detail 11 updated to show bond beam w/ (2) #4 cont.
5. Sheet A5.04 Enlarged Elevator Plans & Details – Area B
    a. Detail 6 updated to show bond beam w/ (2) #4 cont.
6. Sheet 5.05 Enlarged Plans – Area A
    a. Omission of markerboard text in commissioners court room
7. Sheet A5.07 Enlarged Toilet Plans – Area A & B
    a. Enlarged keynote legend and keynoted 18 added
8. Sheet A6.10 Exterior Building Details
    a. Details 7,8,14, removed plaster detail and added a text note
9. Sheet A6.12 Building Details
    a. Detail 3 & 4 removed plaster and added a text note
10. Sheet A7.01 Exterior Elevations
    a. Detail 5 - Added location for proposed mock-up wall
11. Sheet A8.05 Interior Elevations
    a. Addition of keynote 4 to interior elevation keynotes
    b. Detail 3&4 - Updated acoustical panels and added keynote 4
    c. Detail 9, countertop printer to be OFOI
12. Sheet A8.06 Interior Elevations
    a. Detail 5 & 8 updated to show countertops as SS-1
13. Sheet A9. 01 Door Frames, Types, and General Notes
    a. Omitted glazing GF-2, GF-3, and GF-4.
    b. Updated Door type E & EE
    c. Door 2031, updated hardware to S103A
14. Sheet A9.03 Door Schedules
    a. Updated Door schedules
15. Sheet A11.00 Material Finish Schedule & Interior Details
    a. FRP-1 Size was updated to 0.040" thickness.
    b. Updated finish schedule
16. Sheet A13.02 Interior Signage
    a. Signage type D Removed, will not be used
17. Sheet A13.03 Interior Signage Schedule
    a. Updated Signage Schedule
18. Sheet A13.04 Signage Coordination
    a. Room tags added, Keynotes added, and Keynotes replaced from S to T
19. Sheet A13.05 Signage Coordination
    a. Room tags added, Keynotes added, and Keynotes replaced from S to T
20. Sheet A13.06 Signage Coordination
    a. Room tags added, Keynotes added, and Keynotes replaced from S to T

21. Sheet E1.04 Power – Level 2 Floor Plan – Area C
    a. Removed panel 2 and replaced panel 1 to be panel 2 in plan
22. Sheet E7.6 Electrical Panel Schedules
    a. Removed panel 2 schedule
    b. Replaced panel 1 schedule to be panel 2 schedule
23. Sheet ED1.03 Electrical Level 2 Demo Floor Plan – Area C
    a. Updates to detail 2 voltage and verbiage
24. Sheet P2.01 Plumbing – Level 1 Floor Plan – Area A
    a. Modified storm drain layout in floor plan

Acknowledgement of Addendum:

Signature: _____

Printed Name: Scott Tomhave | Senior Vice President

Brazos County Purchasing Department

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Addendum #10 to CIP 25-531
Brazos County Administration Building Renovations

Issued: **July 25, 2025**
Change: **Extending Proposal Deadline**
Reason: **Clarifications**

Proposal Due Deadline Change

To provide adequate time for subcontractors and general contractors to review the recent addendum, the deadline for proposal submission is now **Tuesday, August 5, 2025 prior to 2:00 P.M. CST** at the Brazos County Administration Building, 200 S. Texas Avenue, Bryan, Texas 77803.

Acknowledgement of Addendum:

Signature: _____

Printed Name: Scott Tomhave | Senior Vice President

V. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: Senior Vice President

Typed Name: Scott Tomhave

Company Name: Flintco, LLC

Mailing Address: 317 Grace Lane, Suite 150 Austin TX 78702
P.O. Box or Street City State Zip

Employer Identification Number: 27-3321079

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 25-531

By signing below, Brazos County agrees that this RFP CIP 25-531 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: SEPTEMBER 30, 2025

Attest: Brazos County Clerk _____
By: _____
Chief Deputy

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Flintco, LLC
317 Grace Lane, Ste - 150
Austin, TX 78746

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Brazos County
200 S. Texas Ave. Suite 352
Bryan, TX 77803

BOND AMOUNT: $5% (five percent) of bid

PROJECT:
(Name, location or address, and Project number, if any)
Brazos County Administration Building Renovation, 200 South Texas Avenue, Bryan, TX 77803

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2025

(Witness) Lauren Smith

(Witness) Richard W DuPont

Flintco, LLC
(Principal) Melinda Young (Seal)
Melinda Young, VP of Risk Mgmt
(Title)

Travelers Casualty and Surety Company
(Surety) Cheryl L McAleenan (Seal)
Cheryl L. McAleenan - Attorney-in-Fact
(Title)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024,** before me personally appeared **Bryce Grissom,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF Missouri
COUNTY OF St. Louis

On this 5th day of August, 2025, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.

TONYA A. MEINHARDT
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires: 08/15/2028
ID. #12618776

(Tonya A. Meinhardt) - *Notary Public*
Commission Number: 12618776
My Commission Expires: August 15th, 2028.

NOTARY STAMP

d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

R. PRICING

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency
   Contingency is established at $1,000,000.00 and shall be processed pursuant to the specifications in the contract.

2. Allowances
   Allowances are established in the project manual at $278,500.00 and shall be processed pursuant to the specifications in the contract.

3. Total Base Bid
   The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: ~~$1,000,000.00~~ $735,000 per Addendum #9

Allowances: $278,500.00

Total Base Bid: $14,600,000.00

Total Base Bid Pricing in Word Format: FOURTEEN MILLION SIX HUNDRED THOUSAND AND NO/100

4. Alternate Pricing
   The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: $ 12,700.00

Total Deductive Amount in Word Format: TWELVE THOUSAND SEVEN-HUNDRED AND NO/100

PER ADDENDUM #9: 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	$ 22.00	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	$ 25.25	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	$ 22.25	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	$ 26.75	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	$ 17.00	/SF
6. Removal and replacement of ½" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	$ 15.00	/SF

d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

R. PRICING

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency
   Contingency is established at $1,000,000.00 and shall be processed pursuant to the specifications in the contract.

2. Allowances
   Allowances are established in the project manual at $278,500.00 and shall be processed pursuant to the specifications in the contract.

3. Total Base Bid
   The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: $1,000,000.00

Allowances: $278,500.00

Total Base Bid: $ _____

Total Base Bid Pricing in Word Format: _____

_____

4. Alternate Pricing
   The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: $ _____

Total Deductive Amount in Word Format: _____

_____

ADDENDUM #9: 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	$	/SF
6. Removal and replacement of ½" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	$	/SF

S. REFERENCES

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

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

R. PRICING

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency
   Contingency is established at $1,000,000.00 and shall be processed pursuant to the specifications in the contract.

2. Allowances
   Allowances are established in the project manual at $278,500.00 and shall be processed pursuant to the specifications in the contract.

3. Total Base Bid
   The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: $1,000,000.00

Allowances: $278,500.00

Total Base Bid: $ _____

Total Base Bid Pricing in Word Format: _____

_____

4. Alternate Pricing
   The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: $ _____

Total Deductive Amount in Word Format: _____

_____

ADDENDUM #9: 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	$	/SF
6. Removal and replacement of ½" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	$	/SF

S. REFERENCES

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

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

R. PRICING

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency
   Contingency is established at $1,000,000.00 and shall be processed pursuant to the specifications in the contract.

2. Allowances
   Allowances are established in the project manual at $278,500.00 and shall be processed pursuant to the specifications in the contract.

3. Total Base Bid
   The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: $1,000,000.00

Allowances: $278,500.00

Total Base Bid: $ _____

Total Base Bid Pricing in Word Format: _____

_____

4. Alternate Pricing
   The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: $ _____

Total Deductive Amount in Word Format: _____

_____

ADDENDUM #5 : 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	$	/SF
6. Removal and replacement of ½" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	$	/SF

S. REFERENCES

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

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
Flintco, LLC

SUBMITTED TO:
(Organization name and address.)
Brazos County

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
General Contracting

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[X] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (688bcc1158618387944f82b3)

CONTRACTOR'S Authorized Representative *(Signature)*

BY: Scott Tomhave, Senior Vice President

(Printed name and title)

August 5, 2025

Date

NOTARY
State of: TEXAS
County of: TRAVIS
Signed and sworn to before me this 5th day of August, 2025

Sarah Nario

Notary Signature
My commission expires: 11/7/2027

SARAH NARIO
My Notary ID # 128793983
Expires November 7, 2027

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User Notes: (688bcc1158618387944f82b3)

AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Flintco, LLC and dated 5 day of August in the year 2025.
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

Flintco, LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Flintco, LLC/All 50 States, Canada and Mexico

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Tulsa Rig, Reel & Manufacturing Company, Flintco, Inc., The Flintco Companies, Inc. and Oakridge Builders, Inc.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

323 Reconciliation Way, Tulsa, OK 74120
Oklahoma City, OK; Denver, CO; Houston, TX; Austin, TX; Memphis, TN; San Antonio, TX; and Springdale, AR

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability Company

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

N/A

.2 If your organization is a partnership, identify its partners and its date of organization.

N/A

.3 If your organization is individually owned, identify its owner and date of organization.

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User Notes: (688bccea8a774df68b27ba46)

N/A

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Flintco was incorporated in Oklahoma on March 6, 1908. Flintco converted from a Corporation to an Oklahoma Limited Liability Company on October 31, 2010. Flintco is a wholly owned subsidiary of AIH Flintco, LLC.

Flintco, LLC Officers:
Steve Eikanger – President and CEO
Trent Gudgel – General Counsel
Kevin Moyes – President, South Central Region
Scott Tomhave – Senior Vice President

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

117 Years

§ A.1.3.2 How many full-time employees work for your organization?

746

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

$7.6 billion

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

$3 billion

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

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User Notes: (688bccea8a774df68b27ba46)

$1.4 billion

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Miscellaneous excavation, concrete work, reinforcement, miscellaneous and structural steel, rough carpentry, site access, maintenance finish carpentry and masonry work.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Through a spirit of collaboration, a commitment to excellence and a culture centered on integrity and accountability, we provide innovative construction solutions with an unrelenting focus on quality, safety, cost, and schedule. Flintco was founded in 1908 and maintains eight full service offices. The company is registered or licensed in 35 states, and offers a full range of construction services, including: preconstruction services, construction management, design-build, general contracting, and project and program management. Our self-perform capabilities include concrete, steel erection, excavation, underground infrastructure, and piping. Flintco is debt-free, maintaining a healthy balance sheet with exceptional bonding capacity. Our behavioral based approach to safety, called Flintco 4 LIFE (Live Incident free Everyday) has delivered extraordinary results benefiting our clients and industry trade partners. Flintco has successfully reintroduced the practice of Lean to the construction industry with the adoption of Lean2.0, a uniquely Flintco approach to driving efficiency and value for our clients, designers, and trade partners.

Safety – The Ultimate Bottom Line
Owners benefit from our safety results – trade partners want to work with Flintco because of our exemplary safety record, which means comprehensive coverage on bid day, more competitive pricing and additional certainty around manpower. Living Incident Free Everyday (LIFE) means we explore how people think, feel, and relate to safety, and look at the role of the organization in providing a safe work environment. The 4 R's are prominent in our approach: Reach out, do it Right, Raise your voice, and Recognize Hazards.

Delivering Better Construction
90% of more than 160 Lean2.0 projects we've completed to date finished on time or ahead of schedule. The industry average is less than 50%. In 2018, after nearly two years of study, refinement, and a methodical re-introduction of the practice, Lean2.0 was born – a new term coined and branded by Flintco to describe our unique 5+1 approach to Lean. By working the margins, we are gaining incremental efficiencies at every step of the design and construction process. We now have unequivocal data that validates our simple premise: When done right, Lean works to bring more certainty around every critical aspect of your project.

Self-Perform Adds Value & Certainty
When Flintco self-performs work we have our own deeply engaged in the safety, schedule, and quality control of your project every day, which adds value and certainty. Flintco remains transparent throughout the bidding process, including when we self-perform. Our bids are evaluated and scored like any other, based on complete scope, experience, ability to perform, price, and safety record. We submit a sealed bid along with other qualified bids for review 24-hours before bid date for comparison by the owner.

Off-Site Construction
Off-Site construction is safer, reduces energy consumption and encourages the optimum use of materials. The practice has many other benefits, including improved quality, reduced construction waste, shorted schedule durations, and is often delivered at a competitive price. We actively work with our trade partners to find off-site construction opportunities, which include exterior wall panels, overhead piping racks, pump skids, restroom pods, and exterior skin components that are prefabricated and pre-assembled into modules off site and ready for installation. Flintco collaborates with specialized trade partners early in a design-assist capacity and uses BIM to build virtual prefabrication models. It's another way Flintco is delivering Better Construction for our clients.

Virtual Certainty
Flintco has created an ecosystem of innovation to capture and implement technology that enhances collaboration, improve accuracy and helps us deliver superior results throughout design and construction. We have 12 VDC

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service options we use regularly to add value to our projects. These services help add accuracy to estimates, quality to the build and layout and help drive a tighter project schedule.

Our Ethos is a Source of Strength
We wrote our Ethos alongside the SEALS of Acumen Performance Group. It helps us recalibrate our mission as a company with clear intent and a mindset of service to our clients: mediocrity is unacceptable...safety and quality are paramount. I am results driven and believe if we are not winning, we are losing...I am accountable. Bringing these attributes and applying them every day during construction of your project is our commitment to you!

Our People Make the Difference
We believe when philosophical and cultural values align between an owner, architect, and builder – everything is possible. We look for cultural alignment in those we invite to join Flintco; we conduct rigorous pre-employment screening and testing to guide our team member selection. We measure skills for each position, look for known personality markers, and complete third-party interviews with industrial passion that drives someone to beat expectations. Our teams are smart, humble, and disciplined. They strive to exceed the expectations of our clients, the Flintco organization and their own goals for professional achievement.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

This project is being procured utilizing a Competitive Sealed Proposal method. We realize that our pricing is based off of what is shown for the scope today. Flintco has actively looked into the drawings during the bidding period for any items needing clarification. During construction, Flintco will actively look for items to optimize costs and construction for the Owner, with the savings pass on to the Owner.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

Yes, at Flintco we've embraced technology to unleash more productivity during preconstruction, created more certainty around schedule and manpower while making your project more accessible and intuitive. Our preconstruction teams acquire quantity takeoffs instantaneously using Assemble software to interact with the virtual model. Setting digital constraints in the model early in design, for example, helps ensure access to critical mechanical systems and "future proofs" your building when it's time to update systems. By removing obstacles (a Lean practice) we capture more time to focus on what truly helps bring your project closer to reality by accounting for scope and budget not shown in the current state of design. Flintco superintendents also employ other Lean practices to visualize the schedule in 3-D using a color-coded model organized into trade practices.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Flintco utilizes Procore as its primary project management software to manage project documentation, control project costs, document field conditions, prepare and distribute reports, and collaborate with external stakeholders. Procore offers a broad suite of project management functions, available in real-time to owners, designers, consultants, and subcontractors. All information in Procore is delivered via a robust and secure cloud platform and accessed via a web browser or Procore's mobile app.

§ A.4 REFERENCES
§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

Michael Mann
Austin ISD
512.4148943
michael.mann@austinisd.org

Brian Dujon
University of Texas
512.232.2734
Brian.Dujon@austin.utexas.edu

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Ricardo Guerra
512.463.1763
Texas Facilities Complex
Ricardo.Guerra@tfc.texas.gov

§ **A.4.2** Identify three architect references:
(Insert name, organization, and contact information)

Michelle Rossomando
McKinney York
512.350.1095
mross@mckinneyyork.com

Michael LaNasa
Kirksey
512.640.1078
michaell@kirksey.com

Tom Green
TOM GREEN & COMPANY ENGINEERS, INC.
512.345.7793
tomg@tgce.com

§ **A.4.3** Identify one bank reference:
(Insert name, organization, and contact information)

Erin Walsh | Client Service Sr. Associate | Middle Market Banking | Commercial Banking | Chase | 10 S Dearborn, Floor 37, Chicago, IL 60603 | T: 312.732.1335 | F: 844.229.6800 | erin.j.walsh@chase.com

§ **A.4.4** Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Justin Tumlinson
Tumlinson Electric, LLC
512.748.0537
justin@tumlinsonelectric.com

Kyle Smith
Capital Industries LLC
512.953.8273
kyle@capitaltxi.com

Robbie Ketch
Lasco Acoustics and Drywall, Inc.
512.341.2365
robbie@lascoadi.com

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Flintco, LLC and dated the 5th day of August in the year 2025.
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ B.1 FINANCIAL
§ B.1.1 Federal tax identification number:

27-3321079

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Please see a hard copy of our financials in the hard copy labeled "Original." Please note, it is understood that the financial information will be treated confidentially and used soley for the purpose of determining Flintco's qualifications to perform the project that this was requested for.

John De Goey
RSM US LLP
612.376.9200
John.degoey@rsmus.co

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

Dun and Bradstreet/00-790-8064

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS
§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

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.1 failed to complete work awarded to it?

No

.2 been terminated for any reason except for an owners' convenience?

No

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

In the last five years, Flintco has had no judgements against it. Flintco has settled some disputes with subcontractors. The amount of such settlements are confidential.

.4 filed any lawsuits or requested arbitration regarding a construction project?

In the last five years, Flintco has filed three lawsuts arising from construction projects. All but one of these cases have been resolved. None of these cases materially affect Flintco or its ability ot service its clients.

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

No

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Flintco, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2024

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3-4
Consolidated statements of income	5
Consolidated statements of member's equity	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8-18

Independent Auditor's Report

Board of Directors and Member
Flintco, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent assurance, tax, and consulting firms.
Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

St. Louis, Missouri
March 17, 2025

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	$ **65,141,345**	$ 113,849,484
Accounts receivable	**418,938,996**	345,936,859
Accounts receivable, affiliates	**22,651,714**	21,485,017
Note receivable, affiliate	**43,250,000**	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	**12,862,260**	14,594,544
Short-term invesments	**55,350,065**	-
Investments in unconsolidated joint ventures	**525,868**	267,477
Other current assets	**482,764**	427,220
Total current assets	**619,203,012**	529,810,601
Other assets:		
Cash surrender value of life insurance	**6,106,637**	4,927,225
Deferred income taxes	**15,377,761**	11,218,233
Right-of-use assets	**7,404,193**	7,135,391
Total other assets	**28,888,591**	23,280,849
Property and equipment:		
Construction equipment and machinery	**7,768,651**	5,150,473
Transportation equipment	**10,458,411**	9,406,334
Buildings & improvements	**8,141,047**	7,547,987
Total property and equipment	**26,368,109**	22,104,794
Less accumulated depreciation	**(7,981,118)**	(6,853,410)
	18,386,991	15,251,384
	$ **666,478,594**	$ 568,342,834

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets (Continued)
December 31, 2024 and 2023

	2024	2023
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	**$ 390,387,167**	$ 342,966,516
Accounts payable, affiliates	**19,028,301**	4,902,755
Accrued expenses	**52,676,638**	43,110,607
Billings in excess of costs and estimated earnings on uncompleted contracts	**100,192,474**	86,502,097
Current portion of lease obligation	**2,120,199**	1,503,858
Income tax payable	**4,543,979**	7,168,653
Total current liabilities	**568,948,758**	486,154,486
Other liabilities:		
Deferred compensation	**8,191,928**	6,100,886
Lease obligation, less current portion	**6,871,573**	7,354,040
Total other liabilities	**15,063,501**	13,454,926
Member's equity:		
Member's equity	**82,401,026**	68,698,440
Noncontrolling interest in consolidated joint ventures	**65,309**	34,982
	82,466,335	68,733,422
	$ 666,478,594	$ 568,342,834

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Income
Years Ended December 31, 2024 and 2023

	2024	2023
Contract revenues earned	**$ 1,759,220,690**	$ 1,408,076,714
Cost of contract revenues earned	**1,699,447,227**	1,357,234,694
Gross profit	**59,773,463**	50,842,020
Operating expense	**45,301,550**	39,875,625
Income before provision for income taxes	**14,471,913**	10,966,395
Provision for income taxes	**3,739,000**	3,324,169
Net income	**10,732,913**	7,642,226
Less net income (loss) attributable to noncontrolling interests	**30,327**	(2,950)
Net income attributable to Flintco, LLC	**$ 10,702,586**	$ 7,645,176

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Member's Equity
Years Ended December 31, 2024 and 2023

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2022	$ 51,053,264	$ 151,672	$ 51,204,936
Net income (loss)	7,645,176	(2,950)	7,642,226
Contribution	10,000,000	-	10,000,000
Distribution to noncontrolling interest	-	(113,740)	(113,740)
Balance, December 31, 2023	68,698,440	34,982	68,733,422
Net income	10,702,586	30,327	10,732,913
Contribution	3,000,000	-	3,000,000
Balance, December 31, 2024	**$ 82,401,026**	**$ 65,309**	**$ 82,466,335**

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Net income	$ 10,732,913	$ 7,642,226
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	3,179,670	2,184,153
Gain on disposal of property and equipment	(586,483)	(311,588)
Deferred income taxes	(4,159,528)	(2,887,337)
Income from unconsolidated joint ventures	(78,391)	(48,322)
Non-cash lease expense (benefit)	(134,928)	45,881
Deferred compensation	2,091,042	1,322,827
Changes in operating assets and liabilities:		
Accounts receivable	(74,168,834)	(88,668,873)
Income taxes	(2,624,674)	2,675,866
Contracts in progress	15,422,661	17,377,642
Other assets	(55,544)	(170,124)
Accounts payable and accrued expenses	71,112,228	95,086,490
Net cash provided by operating activities	20,730,132	34,248,841
Cash flows from investing activities:		
Proceeds from disposal of property and equipment	871,265	441,091
Purchases of property and equipment	(6,600,059)	(10,507,120)
Purchase of short-term investments	(55,350,065)	-
Life insurance premiums paid	(1,179,412)	(1,048,737)
Loan to affiliate	(10,000,000)	-
Contributions to unconsolidated joint ventures	(180,000)	
Distributions from unconsolidated joint ventures	-	1,000,000
Net cash used in investing activities	(72,438,271)	(10,114,766)
Cash flows from financing activities:		
Contribution from member	3,000,000	10,000,000
Distributions to noncontrolling interest	-	(113,740)
Net cash provided by financing activities	3,000,000	9,886,260
Net increase (decrease) in cash	(48,708,139)	34,020,335
Cash and cash equivalents, beginning of year	113,849,484	79,829,149
Cash and cash equivalents, end of year	$ 65,141,345	$ 113,849,484
Supplemental disclosures of cash flow information:		
Cash paid for taxes	$ 995,309	$ 874,039
Non-cash investing and financing activities:		
Right-of-use assets obtained in exchange for new lease obgliations	$ 1,913,197	$ -

See notes to consolidated financial statements.

Note 1. Nature of Operations and Significant Accounting Policies

Nature of operations: Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

Principles of consolidation: The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC. Flintco, LLC has investments in joint ventures, which are variable interest entities (VIEs) and resulted in consolidation within these financial statements. All material intercompany transactions and account balances have been eliminated in consolidation.

Revenue and cost recognition: The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for credit loss by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for credit loss is evaluated on a regular basis by management and is based losses that are expected to occur. At December 31, 2024 and 2023, management concluded no allowance for credit loss is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents and credit risk: The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Short-term investments: The Company's short-term investments consist of certificates of deposit with maturity dates ranging from three to six months. The Company's short-term investments are classified as available-for-sale and are recorded within current assets in the consolidated balance sheets as the Company may sell these securities at any time for use in its operations, even prior to maturity.

Fair value measurement: Under the Financial Accounting Standards Board's authoritative guidance on fair value measurements, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods, including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Quoted prices are for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.

Level 2: Inputs are observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data. Level 2 also includes derivative contracts whose value is determined using a pricing model with observable market inputs or can be derived principally from or corroborated by observable market data.

Level 3: Inputs are unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation. Inputs also include observable inputs for nonbinding single dealer quotes not corroborated by observable market data.

The Company has various processes and controls in place to ensure that fair value is reasonably estimated. The fair value of Company's investments in certificates of deposit is based on observable market data however these securities are not traded on active markets. Accordingly, the Company categorizes these investments as Level 2.

Joint ventures: The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company's operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

Variable interest entities: The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

Property and equipment: Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	Years
Construction equipment and machinery	5
Transportation and office equipment	3-5
Buildings and improvements	39
Office equipment	3-7

Long-lived assets: Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2024 and 2023.

Income taxes: The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Loss contingencies: Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Leases: For leases with a term of twelve months or more, the Company recognizes right-of-use (ROU) assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. The Company has elected not to recognize ROU assets and lease obligations for leases with a term of twelve months or less.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

The Company has made an accounting policy election to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

Reclassification: Certain reclassifications have been made to the 2023 financial statements and related notes to conform to the 2024 presentation. These reclassifications had no effect on previously reported member's equity or net income.

Subsequent events: Management has evaluated subsequent events through March 17, 2025, the date the financial statements were available to be issued.

Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2024 and 2023:

	2024	2023
Accounts receivable:		
Current	$ 164,657,887	$ 147,639,833
Retentions	156,507,045	135,701,255
Unbilled	97,774,064	62,595,771
	$ 418,938,996	$ 345,936,859

The following details the components of accounts payable at December 31, 2024 and 2023:

Current	$ 265,698,378	$ 230,707,947
Retentions	124,688,789	112,258,569
	$ 390,387,167	$ 342,966,516

The Company had accounts receivable, net of allowances for credit losses of $268,6684,393 on January 1, 2023.

Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2024 and 2023:

	2024	2023
Costs incurred on uncompleted contracts	$ 4,205,386,248	$ 3,431,885,067
Estimated earnings	112,140,828	101,706,646
	4,317,527,076	3,533,591,713
Less billings to date	(4,404,857,290)	(3,605,499,266)
	$ (87,330,214)	$ (71,907,553)

Note 3. Uncompleted Contracts (Continued)

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2024 and 2023:

	2024	2023
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 12,862,260	$ 14,594,544
Billings in excess of costs and estimated earnings on uncompleted contracts	(100,192,474)	(86,502,097)
	$ (87,330,214)	$ (71,907,553)

The following summarizes the opening contract asset and liability balances as of January 1, 2023:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 12,489,312
Billings in excess of costs and estimated earnings on uncompleted contracts	(67,019,223)
	$ (54,529,911)

Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2024 and 2023, amounted to approximately $526,000 and $267,000, respectively.

Unconsolidated variable interest entities: The Company has investments in joint ventures which it has determined are VIEs. The VIEs are generally thinly capitalized but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through its ownership interest, but is not the primary beneficiary and is not required to consolidate them. The Company's exposure to loss as a result of its involvement with these VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreements that govern the joint ventures include provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. These entities are accounted under the equity method.

The condensed balance sheets of the unconsolidated JVs at December 31, 2024 and 2023, are summarized as follows:

	2024	2023
Assets:		
Cash	$ 1,893,673	$ 1,252,348
Cost in excess of billings and estimated earnings	691,968	-
Accounts receivable	-	5,245
Total assets	$ 2,585,641	$ 1,257,593
Liabilities:		
Accounts payable, inclusive of retention	$ 668,814	$ 2,572
Accrued expenses	-	(1,985)
Billings in excess of costs and estimated earnings	613,935	722,052
Other liabilities	3,103	-
Equity:		
Flintco's interest	525,868	267,477
Other investors	773,921	267,477
Total liabilities and equity	$ 2,585,641	$ 1,257,593

Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The results of operations for the JVs for the years ended December 31, 2024 and 2023, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2024	2023
Results of operations:		
Contract revenues	$ 261,649	$ 24,008
Cost of contracts	204,030	20,330
Gross profit	57,619	3,678
Operating income	20,772	44,644
Income before taxes	$ 78,391	$ 48,322

Consolidated joint ventures: The Company has investments in joint ventures that it has determined are VIEs. The VIEs were evaluated against the criteria for consolidation and determined that the Company is the primary beneficiary and therefore are consolidated in the Company's financial statements. The Company determined it is the primary beneficiary for these joint ventures based on the powers granted to the Company in each respective joint venture agreement. The Company's exposure to loss as a result of its involvement with these VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreements that govern the joint venture include provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The assets of the VIEs can only be used to settle the obligations of the joint venture entity that relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Alberici Constructors, Inc. and Subsidiaries.

The condensed balance sheets of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2024 and 2023, are summarized as follows:

	2024	2023
Assets:		
Cash	$ 67,100	$ 80,418
Other assets	74,024	-
Total assets	$ 141,124	$ 80,418
Liabilities:		
Accounts payable, inclusive of retention	$ 5,493	$ 5,493
Equity:		
Flintco's interest	70,322	39,943
Other investors	65,309	34,982
Total liabilities and equity	$ 141,124	$ 80,418

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2024 and 2023, are as follows:

	2024	2023
Results of operations:		
Contract revenues	$ -	$ 114,856
Cost of contracts	-	136,360
Gross profit (loss)	-	(21,504)
Other income, net	60,706	15,651
Income (expense) before taxes	$ 60,706	$ (5,853)

Note 5. Credit Agreement and Letters of Credit

Credit agreement: Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to $100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2024 and 2023, by either the Company, its parent, or affiliates.

Letters of credit: Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately $2,332,000 and $1,982,000 at December 31, 2024 and 2023, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately $96,850,000 and $97,200,000 as of December 31, 2024 and 2023, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately $3,350,000 and $2,920,000 for the years ended December 31, 2024 and 2023, respectively.

Note 7. Related-Party Transactions

Administrative: Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately $48,125,000 and $28,843,000 in 2024 and 2023, respectively.

Accounts receivable: Related-party amounts included in accounts receivable amounted to approximately $22,652,000 and $21,485,000 at December 31, 2024 and 2023, respectively.

Accounts payable: Related-party amounts included in accounts payable amounted to approximately $19,028,000 and $4,903,000 at December 31, 2024 and 2023, respectively.

Note receivable: The Company has a revolving credit agreement with Alberici Corporation to lend up to $50,000,000. There was $43,250,000 and $33,250,000 outstanding on the note receivable as of December 31, 2024 and 2023, respectively. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately $3,200,000 and $2,800,000 for the years ended December 31, 2024 and 2023, respectively.

Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

Note 8. Leases (Continued)

All of the Company's lease arrangements as of and during the years ending December 31, 2024 and 2023, were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the years ending at December 31, 2024 and 2023, are as follows:

	2024	2023
Operating lease cost	$ 1,903,625	$ 14,594,544
Variable lease cost	66,827	
Short-term lease cost	5,690,759	(86,502,097)
Total lease cost	$ 7,661,211	$ (71,907,553)

Cash paid for amounts included in the measurement of operating lease obligations were approximately $2,039,000 and $1,457,000 for the years ended December 31, 2024 and 2023, respectively.

The weighted-average remaining lease term was approximately 6.1 years and 7.4 years, and the weighted-average discount rate was approximately 3.0% and 2.7% as of December 31, 2024 and 2023, respectively.

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2024, is as follows:

Years ending December 31:	
2025	$ 2,358,477
2026	1,875,739
2027	1,443,447
2028	959,761
2029	925,746
Thereafter	2,271,414
Total lease payments	9,834,584
Less imputed interest	(842,812)
Total present value of lease liabilities	$ 8,991,772

Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2024 and 2023:

	2024	2023
Current—U.S. federal and state provision	$ 7,898,528	$ 6,211,502
Deferred—U.S. federal and state benefit	(4,159,528)	(2,887,333)
Provision for income taxes	$ 3,739,000	$ 3,324,169

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2024 and 2023, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income of consolidated JVs, with the noncontrolling interest shown as a separate line item. The income on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income.

Note 9. Income Taxes (Continued)

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2024 and 2023, are as follows:

	2024	2023
Deferred tax assets:		
Uncompleted construction contracts	$ 4,825,393	$ 1,816,463
Accrued expenses	6,144,173	5,404,553
Research and experimentation costs	4,593,125	3,619,562
Other	1,067,612	748,684
	16,630,303	11,589,262
Deferred tax liabilities:		
Equipment	(1,252,542)	(371,029)
	$ 15,377,761	$ 11,218,233

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2024 and 2023, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

Flintco, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2023

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3-4
Consolidated statements of income	5
Consolidated statements of member's equity	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8-19

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Independent Auditor's Report

Board of Directors and Member
Flintco, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

RSM US LLP

St. Louis, Missouri
March 15, 2024

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	$ **113,849,484**	$ 79,829,149
Accounts receivable	**345,936,859**	268,684,393
Accounts receivable, affiliates	**21,485,017**	10,068,610
Note receivable, affiliate	**33,250,000**	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	**14,594,544**	12,489,312
Investments in unconsolidated joint ventures	**267,477**	1,219,155
Other current assets	**427,220**	257,096
Total current assets	**529,810,601**	405,797,715
Other assets:		
Cash surrender value of life insurance	**4,927,225**	3,878,488
Deferred income taxes	**11,218,233**	8,330,896
Right-of-use assets	**7,135,391**	8,217,736
Total other assets	**23,280,849**	20,427,120
Property and equipment:		
Construction equipment and machinery	**5,150,473**	3,979,844
Transportation equipment	**9,406,334**	6,664,536
Buildings & improvements	**7,547,987**	2,522,910
Office equipment	**-**	323,849
Total property and equipment	**22,104,794**	13,491,139
Less accumulated depreciation	**(6,853,410)**	(6,433,219)
	15,251,384	7,057,920
	$ **568,342,834**	$ 433,282,755

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets (Continued)
December 31, 2023 and 2022

	2023	2022
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	$ **353,807,236**	$ 269,474,001
Accounts payable, affiliates	**4,902,755**	5,427,251
Accrued expenses	**32,269,887**	20,992,136
Billings in excess of costs and estimated earnings on uncompleted contracts	**86,502,097**	67,019,223
Current portion of lease obligation	**1,503,858**	1,269,953
Income tax payable	**7,168,653**	4,492,787
Total current liabilities	**486,154,486**	368,675,351
Other liabilities:		
Deferred compensation	**6,100,886**	4,778,059
Lease obligation, less current portion	**7,354,040**	8,624,409
Total other liabilities	**13,454,926**	13,402,468
Member's equity:		
Member's equity	**68,698,440**	51,053,264
Noncontrolling interest in consolidated joint venture	**34,982**	151,672
	68,733,422	51,204,936
	$ **568,342,834**	$ 433,282,755

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Income
Years Ended December 31, 2023 and 2022

	2023	2022
Contract revenues earned	**$ 1,408,076,714**	$ 1,097,982,846
Cost of contract revenues earned	**1,357,234,694**	1,054,078,662
Gross profit	**50,842,020**	43,904,184
Operating expense	**39,875,625**	34,510,300
Income before provision for income taxes	**10,966,395**	9,393,884
Provision for income taxes	**3,324,169**	2,010,458
Net income	**7,642,226**	7,383,426
Less net (loss) income attributable to noncontrolling interests	**(2,950)**	28,498
Net income attributable to Flintco, LLC	**$ 7,645,176**	$ 7,354,928

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Member's Equity
Years Ended December 31, 2023 and 2022

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2021	$ 43,698,336	$ 923,174	$ 44,621,510
Net income	7,354,928	28,498	7,383,426
Distribution to noncontrolling interest	-	(800,000)	(800,000)
Balance, December 31, 2022	51,053,264	151,672	51,204,936
Net income (loss)	7,645,176	(2,950)	7,642,226
Contribution	10,000,000	-	10,000,000
Distribution to noncontrolling interest	-	(113,740)	(113,740)
Balance, December 31, 2023	**$ 68,698,440**	**$ 34,982**	**$ 68,733,422**

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income	$ 7,642,226	$ 7,383,426
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,184,153	1,741,326
Gain on disposal of property and equipment	(311,588)	(364,066)
Deferred income taxes	(2,887,337)	(2,625,400)
Income from unconsolidated joint ventures	(48,322)	(67,943)
Non-cash lease expense	45,881	1,676,626
Deferred compensation	1,322,827	312,728
Changes in operating assets and liabilities:		
Accounts receivable	(88,668,873)	(63,082,160)
Income taxes	2,675,866	2,897,480
Contracts in progress	17,377,642	8,739,330
Other assets	(170,124)	(88,250)
Accounts payable and accrued expenses	95,086,490	46,949,391
Net cash provided by operating activities	34,248,841	3,472,488
Cash flows from investing activities:		
Proceeds from disposal of property and equipment	441,091	392,871
Purchases of property and equipment	(10,507,120)	(4,032,772)
Life insurance premiums paid	(1,048,737)	(264,910)
Distributions from unconsolidated joint ventures	1,000,000	56,389
Net cash used in investing activities	(10,114,766)	(3,848,422)
Cash flows from financing activities:		
Contribution from member	10,000,000	-
Distributions to noncontrolling interest	(113,740)	(800,000)
Net cash used in financing activities	9,886,260	(800,000)
Net increase (decrease) in cash and cash equivalents	34,020,335	(1,175,934)
Cash and cash equivalents, beginning of year	79,829,149	81,005,083
Cash and cash equivalents, end of year	$ 113,849,484	$ 79,829,149
Supplemental disclosures of cash flow information:		
Cash paid for taxes	$ 874,039	$ 678,518

See notes to consolidated financial statements.

Note 1. Nature of Operations and Significant Accounting Policies

Nature of operations: Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

Principles of consolidation: The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC, and the accounts of Cooper Flintco LLC, for which the Company has a 49% interest, and Tulsa Vision Builders, for which the Company has a 50% interest. Management has concluded that both Cooper Flintco LLC and Tulsa Vision Builders are variable interest entities (VIE) and that the Company is the primary beneficiary (see Note 4). All material intercompany transactions and account balances have been eliminated in consolidation.

Revenue and cost recognition: The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for credit loss by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. As of January 1, 2023, the Company adopted a new accounting standard under US GAAP that replaced the incurred loss model for measuring the allowance for credit losses with a new model that reflects current expected credit losses (CECL). Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for credit loss is evaluated on a regular basis by management and is based losses that are expected to occur. At December 31, 2023 and 2022, management concluded no allowance for credit loss is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Cash and cash equivalents and credit risk: The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Joint ventures: The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company's operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

Variable interest entities: The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

Property and equipment: Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	Years
Construction equipment and machinery	5
Transportation and office equipment	3-5
Buildings and improvements	39
Office equipment	3-7

Long-lived assets: Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2023 and 2022.

Income taxes: The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Loss contingencies: Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Leases: For leases with a term of twelve months or more, the Company recognizes right-of-use (ROU) assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. The Company has elected not to recognize ROU assets and lease obligations for leases with a term of twelve months or less.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

The Company has made an accounting policy election to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

Reclassification: Certain reclassifications have been made to the 2022 financial statements and related notes to conform to the 2023 presentation. These reclassifications had no effect on previously reported member's equity or net income (loss).

Subsequent events: Management has evaluated subsequent events through March 15, 2024, the date the financial statements were available to be issued.

Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2023 and 2022:

	2023	2022
Accounts receivable:		
Current	$ 147,639,833	$ 133,211,809
Retentions	135,701,255	85,801,929
Unbilled	62,595,771	49,670,655
	$ 345,936,859	$ 268,684,393

The following details the components of accounts payable at December 31, 2023 and 2022:

	2023	2022
Accounts payable:		
Current	$ 241,548,667	$ 194,904,398
Retentions	112,258,569	74,569,603
	$ 353,807,236	$ 269,474,001

Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2023 and 2022:

	2023	2022
Costs incurred on uncompleted contracts	$ 3,431,885,067	$ 3,272,110,029
Estimated earnings	101,706,646	75,525,148
	3,533,591,713	3,347,635,177
Less billings to date	(3,605,499,266)	(3,402,165,088)
	$ (71,907,553)	$ (54,529,911)

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2023 and 2022:

	2023	2022
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 14,594,544	$ 12,489,312
Billings in excess of costs and estimated earnings on uncompleted contracts	(86,502,097)	(67,019,223)
	$ (71,907,553)	$ (54,529,911)

Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2023 and 2022, amounted to approximately $267,000 and $1,219,000, respectively.

Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

Unconsolidated variable interest entities: The Company has determined the JVs of Centennial Builders (50%), Welty Flintco (50%) and Red Sun Flintco (49%) as VIEs. VIEs are generally thinly capitalized, but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through their ownership interest, but is not the primary beneficiary and is not required to consolidate. The Company's exposure to loss as a result of its involvement with the VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreement that governs the JVs includes provisions, which require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The Company's investments in the VIEs are accounted for by the equity method, as the Company possesses the ability to significantly influence the JVs. The Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

The condensed unaudited balance sheets of the unconsolidated JVs at December 31, 2023 and 2022, are summarized as follows:

	2023	2022
Assets:		
Cash	$ 1,252,348	$ 3,206,435
Accounts receivable	5,245	-
Total assets	$ 1,257,593	$ 3,206,435
Liabilities:		
Accounts payable, inclusive of retention	$ 2,572	$ 2,572
Accrued expenses	(1,985)	730
Billings in excess of costs and estimated earnings	722,052	764,823
Equity:		
Flintco's interest	267,477	1,219,155
Other investors	267,477	1,219,155
Total liabilities and equity	$ 1,257,593	$ 3,206,435

The unaudited results of operations for the JVs for the years ended December 31, 2023 and 2022, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2023	2022
Results of operations:		
Contract revenues	$ 24,008	$ 1,003,557
Cost of contracts	20,330	936,688
Gross profit	3,678	66,869
Operating income	44,644	1,074
Income before taxes	$ 48,322	$ 67,943

Consolidated joint ventures: The Company's 49% investment in Cooper Flintco LLC (Cooper) and 50% investment in Tulsa Vision Builders were evaluated against the criteria for consolidation and determined that the investments are VIEs and the Company is the primary beneficiary of both Cooper and Tulsa based on the powers granted to it in the respective JV agreements. The Company's exposure to loss as a result of its involvement with both Cooper and Tulsa generally corresponds to the value of the underlying construction contract.

The formation agreement that governs the joint ventures includes provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on the underlying contract. The assets of the VIEs can only be used to settle the obligations of the joint venture, which relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Flintco, LLC and Subsidiaries.

Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed balances of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2023 and 2022, are summarized as follows:

	2023	2022
Assets:		
Cash	$ 80,418	$ 697,624
Total assets	$ 80,418	$ 697,624
Liabilities:		
Accounts payable, inclusive of retention	$ 5,493	$ 33,221
Accrued expenses	-	126
Equity:		
Flintco's interest	39,943	512,605
Other investors	34,982	151,672
Total liabilities and equity	$ 80,418	$ 697,624

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
Results of operations:		
Contract revenues	$ 114,856	$ 560,839
Cost of contracts	136,360	489,929
Gross profit (loss)	(21,504)	70,910
Operating expense	15,651	(14,936)
Income (expense) before taxes	$ (5,853)	$ 55,974

Note 5. Credit Agreement and Letters of Credit

Credit agreement: Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to $100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2023 and 2022, by either the Company, its parent, or affiliates.

Letters of credit: Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately $1,982,000 and $2,002,000 at December 31, 2023 and 2022, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately $97,200,000 and $97,180,000 as of December 31, 2023 and 2022, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately $2,920,000 and $2,738,000 for the years ended December 31, 2023 and 2022, respectively.

Note 7. Related-Party Transactions

Administrative: Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately $28,843,000 and $33,272,000 in 2023 and 2022, respectively.

Note receivable: During 2017, the Company entered into a revolving credit agreement with Alberici Corporation to lend up to $30,000,000. During 2021, the revolving credit agreement was amended to increase the borrowing capacity up to $50,000,000. There was $33,250,000 outstanding on the note receivable as of December 31, 2023 and 2022. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately $2,800,000 and $1,617,000 for the years ended December 31, 2023 and 2022, respectively.

Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

All of the Company's lease arrangements as of and during the years ending December 31, 2023 and 2022, were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the years ending at December 31, 2023 and 2022, are as follows:

	2023	2022
Operating lease cost	$ 1,523,033	$ 1,380,191
Short-term lease cost	6,900,125	6,761,678
Total lease cost	$ 8,423,158	$ 8,141,869

Cash paid for amounts included in the measurement of operating lease obligations were approximately $1,457,000 and $1,304,000 for the years ended December 31, 2023 and 2022, respectively.

The weighted-average remaining lease term was approximately 7.4 years and 8.1 years, and the weighted-average discount rate was approximately 2.7% and 2.6% as of December 31, 2023 and 2022, respectively.

Note 8. Leases (Continued)

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2023, is as follows:

Years ending December 31:		
2024	$	1,723,903
2025		1,663,048
2026		1,168,840
2027		1,146,007
2028		941,596
Thereafter		3,197,161
Total lease payments		9,840,555
Less imputed interest		(982,657)
Total present value of lease liabilities	$	8,857,898

Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2023 and 2022:

	2023	2022
Current—U.S. federal and state benefit	$ 6,211,502	$ 4,635,866
Deferred—U.S. federal and state provision	(2,887,333)	(2,625,408)
Provision for income taxes	$ 3,324,169	$ 2,010,458

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2023 and 2022, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income of JVs, with the noncontrolling interest shown as a separate line item. The income on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income.

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2023 and 2022, are as follows:

	2023	2022
Deferred tax assets:		
Uncompleted construction contracts	$ 1,816,463	$ 534,273
Accrued expenses	5,404,553	4,338,782
Research and experimentation costs	3,619,562	3,307,382
Other	748,684	600,993
	11,589,262	8,781,430
Deferred tax liabilities:		
Equipment	(371,029)	(450,534)
	$ 11,218,233	$ 8,330,896

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2023 and 2022, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

Flintco, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2022

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3-4
Consolidated statements of income	5
Consolidated statements of member's equity	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8-19

RSM

RSM US LLP

Independent Auditor's Report

Board of Directors and Member
Flintco, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2022 and 2021, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

RSM US LLP

St. Louis, Missouri
March 9, 2023

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	**$ 79,829,149**	$ 81,005,083
Accounts receivable	**268,684,393**	206,827,162
Accounts receivable, affiliates	**10,068,610**	8,843,681
Note receivable, affiliate	**33,250,000**	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	**12,489,312**	12,295,061
Investments in unconsolidated joint ventures	**1,219,155**	1,207,601
Other current assets	**257,096**	168,846
Total current assets	**405,797,715**	343,597,434
Other assets:		
Cash surrender value of life insurance	**3,878,488**	3,613,578
Deferred income taxes	**8,330,896**	5,705,496
Right-of-use assets	**8,217,736**	-
Total other assets	**20,427,120**	9,319,074
Property and equipment:		
Construction equipment and machinery	**6,502,754**	3,226,136
Transportation equipment	**6,664,536**	6,798,147
Office equipment	**323,849**	323,849
	13,491,139	10,348,132
Less accumulated depreciation	**(6,433,219)**	(5,552,853)
	7,057,920	4,795,279
	$ 433,282,755	$ 357,711,787

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets (Continued)
December 31, 2022 and 2021

	2022	2021
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	$ **234,760,342**	$ 208,132,039
Accounts payable, affiliates	**5,427,251**	6,529,946
Accrued expenses	**55,705,795**	34,282,012
Billings in excess of costs and estimated earnings on uncompleted contracts	**67,019,223**	58,085,642
Current portion of lease obligation	**1,269,953**	-
Income tax payable	**4,492,787**	1,595,307
Total current liabilities	**368,675,351**	308,624,946
Other liabilities:		
Deferred compensation	**4,778,059**	4,465,331
Lease obligation, less current portion	**8,624,409**	-
	13,402,468	4,465,331
Member's equity:		
Member's equity	**51,053,264**	43,698,336
Noncontrolling interest in consolidated joint venture	**151,672**	923,174
	51,204,936	44,621,510
	$ **433,282,755**	$ 357,711,787

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Income
Years Ended December 31, 2022 and 2021

	2022	2021
Contract revenues earned	**$ 1,097,982,846**	$ 1,025,131,325
Cost of contract revenues earned	**1,054,078,662**	985,048,272
Gross profit	**43,904,184**	40,083,053
Operating expense	**34,510,300**	33,598,427
Income before provision for income taxes	**9,393,884**	6,484,626
Provision for income taxes	**2,010,458**	1,859,058
Net income	**7,383,426**	4,625,568
Less net income attributable to noncontrolling interests	**28,498**	217,421
Net income attributable to Flintco, LLC	**$ 7,354,928**	$ 4,408,147

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Member's Equity
Years Ended December 31, 2022 and 2021

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2020	$ 39,290,189	$ 789,210	$ 40,079,399
Net income	4,408,147	217,421	4,625,568
Distribution to noncontrolling interest	-	(83,457)	(83,457)
Balance, December 31, 2021	43,698,336	923,174	44,621,510
Net income	7,354,928	28,498	7,383,426
Distribution to noncontrolling interest	-	(800,000)	(800,000)
Balance, December 31, 2022	**$ 51,053,264**	**$ 151,672**	**$ 51,204,936**

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net income	$ 7,383,426	$ 4,625,568
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,741,326	1,469,672
Gain on disposal of property and equipment	(364,066)	(538,282)
Deferred income taxes	(2,625,400)	(194,378)
Income from unconsolidated joint ventures	(67,943)	(187,979)
Non-cash lease expense	1,676,626	-
Deferred compensation	312,728	88,394
Changes in operating assets and liabilities:		
Accounts receivable	(63,082,160)	17,290,699
Income taxes	2,897,480	(797,128)
Contracts in progress	8,739,330	2,700,767
Other assets	(88,250)	8,251
Accounts payable and accrued expenses	46,949,391	(17,248,214)
Net cash provided by operating activities	3,472,488	7,217,370
Cash flows from investing activities:		
Proceeds from disposal of property and equipment	392,871	630,032
Purchases of property and equipment	(4,032,772)	(2,521,392)
Life insurance premiums paid	(264,910)	(100,666)
Loan to affiliate	-	(8,000,000)
Distributions from unconsolidated joint ventures	56,389	282,554
Net cash used in investing activities	(3,848,422)	(9,709,472)
Cash flows from financing activities:		
Distributions to noncontrolling interest	(800,000)	(83,457)
Net cash used in financing activities	(800,000)	(83,457)
Net decrease in cash and cash equivalents	(1,175,934)	(2,575,559)
Cash and cash equivalents, beginning of year	81,005,083	83,580,642
Cash and cash equivalents, end of year	$ 79,829,149	$ 81,005,083
Supplemental disclosures of cash flow information:		
Cash paid for taxes	$ 678,518	$ 593,486

See notes to consolidated financial statements.

Note 1. Nature of Operations and Significant Accounting Policies

Nature of operations: Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

Principles of consolidation: The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC, and the accounts of Cooper Flintco LLC, for which the Company has a 49% interest, and Tulsa Vision Builders, for which the Company has a 50% interest. Management has concluded that both Cooper Flintco LLC and Tulsa Vision Builders are variable interest entities (VIE) and that the Company is the primary beneficiary (see Note 4). All material intercompany transactions and account balances have been eliminated in consolidation.

Revenue and cost recognition: The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for doubtful accounts by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for doubtful accounts is evaluated on a regular basis by management and is based on historical experience and specifically identified questionable receivables. At December 31, 2022 and 2021, management concluded no allowance for doubtful accounts is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Cash and cash equivalents and credit risk: The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Joint ventures: The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company's operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

Variable interest entities: The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

Property and equipment: Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	Years
Construction equipment and machinery	5
Transportation and office equipment	3-5

Long-lived assets: Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2022 and 2021.

Income taxes: The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Loss contingencies: Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Leases: In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842). This comprehensive new standard amends and supersedes existing lease accounting guidance and is intended to increase transparency and comparability among organizations by recognizing right-of-use (ROU) lease assets and lease obligations on the balance sheet and requiring disclosure of key information about leasing arrangements. The Company adopted FASB Accounting Standards Codification (ASC) Topic 842 on January 1, 2022 using the optional transition method to the modified retrospective approach. Under this transition provision, results for reporting periods beginning on January 1, 2022 are presented under ASC 842, while prior period amounts continue to be reported and disclosed in accordance with the Company's historical accounting treatment under the superseded standard.

To reduce the burden of adoption and ongoing compliance with ASC 842, a number of practical expedients and policy elections are available under the new guidance. The Company elected the "package of practical expedients" permitted under the transition guidance, which among other things, does not require reassessment of whether contracts entered into prior to adoption are or contain leases, and allows carryforward of the historical lease classification for existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease obligation using the remaining portion of the lease term at adoption on January 1, 2022.

The Company made an accounting policy election under ASC 842 not to recognize ROU assets and lease obligations for leases with a term of twelve months or less. For all other leases, the Company recognizes ROU assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease (or January 1, 2022 for existing leases upon the adoption of the new standard). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

In order to ease the accounting burden of determining incremental borrowing rates under ASC 842, the Company has elected to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

All of the Company's lease arrangements at the date of adoption of ASC 842 were classified as operating leases and the adoption of the new standard resulted in the recording of ROU assets and lease obligations of approximately $5,765,000 and $6,072,000 on January 1, 2022, respectively. The adoption of ASC 842 did not materially impact the Company's earnings or cash flows and did not result in a cumulative-effect adjustment to stockholders' equity.

Subsequent events: Management has evaluated subsequent events through March 9, 2023, the date the financial statements were available to be issued.

Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2022 and 2021:

	2022	2021
Accounts receivable:		
Current	$ 133,211,809	$ 119,883,116
Retentions	85,801,929	73,778,216
Unbilled	49,670,655	13,165,830
	$ 268,684,393	$ 206,827,162

The following details the components of accounts payable at December 31, 2022 and 2021:

	2022	2021
Accounts payable:		
Current	$ 160,190,739	$ 146,139,291
Retentions	74,569,603	61,992,748
	$ 234,760,342	$ 208,132,039

Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2022 and 2021:

	2022	2021
Costs incurred on uncompleted contracts	$ 3,272,110,029	$ 3,468,224,244
Estimated earnings	75,525,148	89,507,667
	3,347,635,177	3,557,731,911
Less billings to date	(3,402,165,088)	(3,603,522,492)
	$ (54,529,911)	$ (45,790,581)

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2022 and 2021:

	2022	2021
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 12,489,312	$ 12,295,061
Billings in excess of costs and estimated earnings on uncompleted contracts	(67,019,223)	(58,085,642)
	$ (54,529,911)	$ (45,790,581)

Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2022 and 2021, amounted to approximately $1,219,000 and $1,208,000, respectively.

Unconsolidated variable interest entities: The Company has determined the JVs of Centennial Builders (50%), Welty Flintco (50%) and Red Sun Flintco (49%) as VIEs. VIEs are generally thinly capitalized, but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through their ownership interest, but is not the primary beneficiary and is not required to consolidate. The Company's exposure to loss as a result of its involvement with the VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreement that governs the JVs includes provisions, which require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The Company's investments in the VIEs are accounted for by the equity method, as the Company possesses the ability to significantly influence the JVs. The Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed unaudited balance sheets of the unconsolidated JVs at December 31, 2022 and 2021, are summarized as follows:

	2022	2021
Assets:		
Cash	$ 3,206,435	$ 4,257,589
Accounts receivable	-	871,754
Total assets	$ 3,206,435	$ 5,129,343
Liabilities:		
Accounts payable, inclusive of retention	$ 2,572	$ 1,621,240
Accrued expenses	730	23,536
Billings in excess of costs and estimated earnings	764,823	1,068,360
Equity:		
Flintco's interest	1,219,155	1,207,601
Other investors	1,219,155	1,208,606
Total liabilities and equity	$ 3,206,435	$ 5,129,343

The unaudited results of operations for the JVs for the years ended December 31, 2022 and 2021, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2022	2021
Results of operations:		
Contract revenues	$ 1,003,557	$ 5,482,533
Cost of contracts	936,688	5,294,088
Gross profit	66,869	188,445
Operating income (expense)	1,074	(466)
Income before taxes	$ 67,943	$ 187,979

Consolidated joint ventures: The Company's 49% investment in Cooper Flintco LLC (Cooper) and 50% investment in Tulsa Vision Builders were evaluated against the criteria for consolidation and determined that the investments are VIEs and the Company is the primary beneficiary of both Cooper and Tulsa based on the powers granted to it in the respective JV agreements. The Company's exposure to loss as a result of its involvement with both Cooper and Tulsa generally corresponds to the value of the underlying construction contract.

The formation agreement that governs the joint ventures includes provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on the underlying contract. The assets of the VIEs can only be used to settle the obligations of the joint venture, which relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Flintco, LLC and Subsidiaries.

Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed balances of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2022 and 2021, are summarized as follows:

	2022	2021
Assets:		
Cash	$ 697,624	$ 2,903,477
Accounts receivable	-	1,158,236
Total assets	$ 697,624	$ 4,061,713
Liabilities:		
Accounts payable, inclusive of retention	$ 33,221	$ 1,427,164
Accrued expenses	126	126
Billings in excess of costs and estimated earnings	-	426,118
Equity:		
Flintco's interest	512,605	1,285,131
Other investors	151,672	923,174
Total liabilities and equity	$ 697,624	$ 4,061,713

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2022 and 2021, are as follows:

	2022	2021
Results of operations:		
Contract revenues	$ 560,839	$ 9,507,022
Cost of contracts	489,929	9,056,899
Gross profit	70,910	450,123
Operating expense	(14,936)	(16,301)
Income before taxes	$ 55,974	$ 433,822

Note 5. Credit Agreement and Letters of Credit

Credit agreement: Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to $100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2022 and 2021, by either the Company, its parent, or affiliates.

Letters of credit: Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately $2,002,000 and $2,049,000 at December 31, 2022 and 2021, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately $97,180,000 and $97,689,000 as of December 31, 2022 and 2021, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately $2,738,000 and $2,678,000 for the years ended December 31, 2022 and 2021, respectively.

Note 7. Related-Party Transactions

Administrative: Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately $33,272,000 and $25,376,000 in 2022 and 2021, respectively.

Note receivable: During 2017, the Company entered into a revolving credit agreement with Alberici Corporation to lend up to $30,000,000. During 2021, the revolving credit agreement was amended to increase the borrowing capacity up to $50,000,000. There was $33,250,000 outstanding on the note receivable as of December 31, 2022 and 2021. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately $1,617,000 and $858,000 for the years ended December 31, 2022 and 2021, respectively.

Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

All of the Company's lease arrangements as of and during the year ending December 31, 2022 were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the year ending at December 31, 2022 are as follows:

Operating lease cost	$	1,380,191
Short-term lease cost		6,761,678
Total lease cost	$	8,141,869

Total lease expense for the year ended December 31, 2021 was approximately $1,304,000.

The weighted-average remaining lease term was approximately 8.1 years, and the weighted-average discount rate was approximately 2.6% as of December 31, 2022

Note 8. Leases (Continued)

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2022 is as follows:

Years ending December 31:		
2023	$	1,437,000
2024		1,680,000
2025		1,618,000
2026		1,140,000
2027		1,117,000
Thereafter		4,093,000
Total lease payments		11,085,000
Less imputed interest		(1,191,000)
Total present value of lease liabilities	$	9,894,000

Future minimum lease commitments, as determined under ASC Topic 840, Leases, for all non-cancellable leases were approximately as follows as of December 31, 2021:

Years ending December 31:		
2022	$	1,309,000
2023		995,000
2024		1,014,000
2025		938,000
2026		446,000
		1,676,000
	$	6,378,000

Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2022 and 2021:

	2022	2021
Current—U.S. federal and state provision	$ 4,635,858	$ 2,053,436
Deferred—U.S. federal and state benefit	(2,625,400)	(194,378)
Provision for income taxes	$ 2,010,458	$ 1,859,058

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2022 and 2021, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income (loss) of JVs, with the noncontrolling interest shown as a separate line item. The income (loss) on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income (loss).

Note 9. Income Taxes (Continued)

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2022 and 2021, are as follows:

	2022	2021
Deferred tax assets:		
Uncompleted construction contracts	$ 534,273	$ 1,028,426
Accrued expenses	4,338,782	4,869,268
Research and experimentation costs	3,307,382	-
Other	600,994	354,231
	8,781,431	6,251,925
Deferred tax liabilities:		
Equipment	(450,535)	(546,429)
	$ 8,330,896	$ 5,705,496

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2022 and 2021, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Flintco, LLC and dated the 5th day of August in the year 2025.
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

Brazos County Administration Building Renovation
200 South Texas Avenue, Bryan, Texas

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

Austin
317 Grace Lane, Suite 150
Austin, TX 78745

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

2004

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

171 Employees

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

Texas Vendor ID/1-73-0489220-5

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (688bcdd9a41a6663e9e2ee4c)

Scott Tomhave | Senior Vice President | Office Location: Austin, TX
Toby Smith | Project Director | Office Location: Austin, TX
Tanner Stefka | Superintendent | Office Location: Austin, TX
Hugh Ayles | Preconstruction Director | Office Location: Austin, TX
Frank Reyna | Superintendent | Office Location: Houston, TX
Mark Holland| Project Manager | Office Location: Houston, TX
See resumes included with response for expertise and project experience

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

We appreciate the question; however, this is a hard bid project, so identifying portions of work that we intend to self-perform is not applicable or necessary at this stage.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

To the extent known, we will provide the client with a list of subcontractors for major portions of work following the bid date.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

$1.6 billion

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

$691.8 million

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

$263.2 million

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

58 projects, largest was $160.6M

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

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§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.
Please see attached.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.
Please see attached.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

Traveler's Casualty and Surety Company

§ C.5.3 Surety agent name and contact information:

Bill DuPont
940 Westport Plaza, Suite 300
St. Louis, MO 63146
314.579.8315

§ C.5.4 Total bonding capacity:

$3,000,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

$300,000,000

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Scott Tomhave

Senior Vice President

Industry Experience
29 Years

Education
M.B.A., Webster University

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

Licenses/Certifications
LEED AP, AC

Leading our Central Texas operations office, Scott is responsible for the overall direction of the region and operations of our projects. He is positioned to draw upon all of Flintco's resources to ensure the timely and economic completion of your project with the high quality consistent with the established project goals. Scott provides advisory support to the project team by monitoring construction activities and resolving issues that arise, including deficiencies and trade partner performance. He also assists in preparing and reviewing the initial project schedule, estimates, and trade partner selection.

Key Experience

- **Texas Facilities Commission | 22/23 Statewide Deferred Maintenance Projects |** Austin, TX | $46,000,000
- **City of Austin | ABIA Cargo Development East |** Austin, TX | $17,316,000
- **City of Austin | AFD Station 1/EMS Station 6 Rebuild & Renovations |** Austin, TX | $10,120,000
- **City of Austin | AFD Station 22/EMS Station 12 Rebuild & Renovations |** Austin, TX | $10,123,000
- **City of Austin | AFD Station 3 Rebuilt & Renovations |** Austin, TX | $3,644,000
- **Austin ISD | Wooten Elementary School Renovation & Addition |** Austin, TX | $40,000,000
- **Texas Facilities Commission | Capitol Complex 20-21 Deferred Maintenance |** Austin, TX | $10,400,000
- **City of Austin | Colony Park Aquatic Facility |** Austin, TX | $11,957,000
- **Employees Retirement System of Texas | ERS Multi-Story Interior Renovation |** Austin, TX | Confidential Price
- **Texas Facilities Commission | George H.W. Bush State Office Building |** Austin, TX | $206,630,000
- **City of Austin | Givens District Park Aquatic Facility Renovation |** Austin, TX | $8,194,000
- **Texas Facilities Commission | Multiple State Buildings in Capitol Complex Renovation 2020 |** Austin, TX | $9,946,000
- **Texas State Affordable Housing Corporation | TSAHC Office Building Renovation |** Austin, TX | $3,440,000
- **Texas Facilities Commission | TSD & TSBVI Campus Wide Improvements |** Austin, TX | $32,880,000
- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion |** Austin, TX | $149,235,000



Industry Experience
25 Years

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

Licenses/Certifications
Bloodborne Pathogens, Green Advantage Environmental (GAC) Certificate, OSHA 30 Hour, CPR/First Aid, DBIA Professional, LEED AP

Toby Smith

Project Director

As the project director, Toby serves in a project executive oversight role. He acts as the liaison between Flintco, the owner representatives, major subcontractors and architects/engineers to provide diversified input based on his construction expertise. Toby is responsible for overall management direction of all areas required to successfully deliver the project. He manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery. His specific responsibilities will be over planning, staffing, defining functions and responsibilities, and supervision of all project activities including project schedule, personnel administration and performance review.

Key Experience

- **City of Austin | ABIA Cargo Development East |** Austin, TX | $17,316,000
- **Austin Community College | ACC Highland Campus Phase 2 |** Austin, TX | $116,200,000
- **Austin Community College | ACC Highland Campus Phase 2 Offsite Utilities |** Austin, TX | $8,988,000
- **Austin Community College | ACC Highland Campus Phase 2 Onsite Utilities |** Austin, TX | $12,140,000
- **Eanes Independent School District | Admin Renovation |** West Lake Hills, TX | $4,000,000
- **Round Rock ISD | Aquatic Practice Facility |** Round Rock, TX | $17,165,000
- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion |** Austin, TX | $149,235,000
- **Austin ISD | Bear Creek Elementary School |** Austin, TX | $30,328,000
- **Austin Energy | Cooling Plant Domain Cooling Tower Improvements |** Austin, TX | $11,733,000
- **Project Control | Prairie View A&M University Capital Improvements |** Prairie View, TX | $18,622,000
- **Austin ISD | Sanchez Elementary School Modernization |** Austin, TX | $21,792,000
- **University of Texas System | UT Austin Administration Building Renovations |** Austin, TX | $24,497,500
- **University of Texas System | UT Austin Applied Research Laboratories Office Building System Integrations Building |** Austin, TX | $3,700,304



Industry Experience
35 Years

Education
B.S., Building Construction, Texas A&M University

Hugh Ayles

Preconstruction Director

Hugh leads budgeting, estimating, value analysis and constructability review services as well as the planning and coordination of preconstruction activities with all team members. Hugh is well versed in cost model development, as well as scope definition and bid packaging. He is skilled in contract negotiations and adds valuable insight in the preconstruction phase of planning. Hugh is thorough, systematic and efficient in the development of the GMP. He also provides project development expertise during the design phase to help define needs and determine scope based on his experience in project management and field operations.

Key Experience

- **Northland Living | Luminary Condo Tower** | Austin, TX | $170,171,000
- **City of Austin | Northwest District Park & Montopolis Neighborhood Park Aquatic Facilities** | Austin, TX | $12,540,000
- **Texas Facilities Commission | TSD Student Housing & Classroom Expansion** | Austin, TX | $43,500,000
- **University of Texas System | UT Austin East Memorial Mall** | Austin, TX | $26,600,000
- **Alamo Colleges District | ACD Watson Fine Arts Black Box Theater Addition** | San Antonio, TX | $18,556,000
- **City of Austin | Asian American Resource Center Phase 2** | Austin, TX | $4,800,000
- **CPS Energy | CPS Energy New Service Center** | San Antonio, TX | $72,000,000
- **Texas Facilities Commission | Texas DPS Training Academy Campus** | Florence, TX | $295,000,000
- **Texas Facilities Commission | TxDMV Camp Hubbard Office Buildings Renovation** | Austin, TX | $112,680,000
- **University of Texas System | UTSA Hazardous Waste Facility** | San Antonio, TX | $4,600,000
- **Austin ISD | Wooten Elementary School Renovation & Addition** | Austin, TX | $40,000,000



Mark Holland

Project Manager

Mark oversees the project team to assure quality workmanship is delivered timely and with fiscal accuracy. He prepares the preliminary schedule and assists the preconstruction manager with cost estimates, feasibility studies and value analysis. He is responsible for writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. Mark monitors all construction activities, quality control and the accounting process. He organizes and conducts progress meetings with the owner and architect and ensures timely resolution of all project issues.

Industry Experience
15 Years

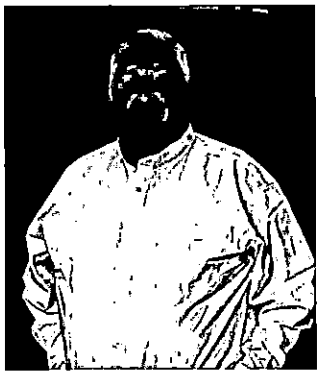
Education
B.S., Building Construction, Auburn University

Licenses/Certifications
OSHA 30, USACE QCS/ RMS, DBIA

Key Experience

- **Texas Historical Commission | Washington on the Brazos Visitor Center Renovation |** Washington, TX | $13,000,000
- **Angleton Warehouse Development |** Angleton, TX | $23,000,000*
- **Department of Public Safety | DPS Statewide Deferred Maintenance |** Houston, TX | $28,000,000*
- **CAT | Mustang CAT Rental Services |** Willis, TX | $10,000,000*
- **Mustang CAT Rental Services |** $9,000,000*
- **Angleton Warehouse Development |** $23,000,000*
- **ExxonMobil BOP Annex Facility** | $20,000,000*
- **ExxonMobil Bad Actors Program |** $10,000,000*
- **ExxonMobil Parking Lot Expansion |** $5,000,000*
- **U.S. Attorney Office Consolidation |** Austin, TX | Confidential Price*
- **U.S. Federal Courthouse Roof Replacement |** Las Cruces, NM | Confidential Price*
- **VA Data Center Communications & Power Upgrades |** Austin, TX | Confidential Price*
- **U.S. Federal Courthouse Switchgear Replacement |** San Antonio, TX | Confidential Price*
- **U.S. Custom House Historic Wood Window Restoration |** New Orleans, LA | Confidential Price*

*Prior to Flintco



Industry Experience
42 Years

Licenses/Certifications
OSHA 30 Hour, CPR/ First Aid, ECATTS Training, USACE & NAVFAC Quality Control Training

Frank Reyna

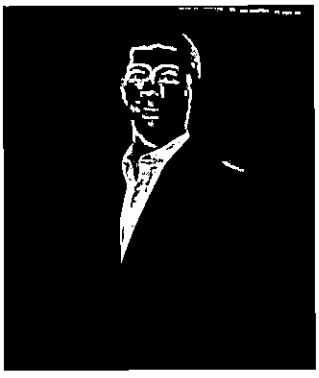
Superintendent

Frank oversees and directs construction, ensuring trade partner workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee operations and is the most familiar with the plans, specifications, contracts and submittals. Frank enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly trade partner meetings and inspects the work to verify construction conforms to the contract documents.

Key Experience

- **Texas Historical Commission | Washington on the Brazos Visitor Center Renovation |** Washington, TX | $13,000,000
- **Christ United Methodist Church |** College Station, TX *
- **Park in the Woods City Recreation Center |** Dallas, TX*
- **Aldersgate United Methodist Church |** Carrolton, TX *
- **Sheppard Life Lutheran Church |** Arlington, TX *
- **First Methodist Church |** Argyle, TX *
- **Live Oak Bank |** Dallas, TX *
- **Naval Air Reserve Joint Reserve Base Medical Storage Facility |** Fort Worth, TX *
- **TXDot Landing & Taxi Airplane Strips |** Waco, TX *
- **First Bapist Church |** Waxahachie, TX*
- **Airport Airplane Arrival & Loading Area |** Big Springs, TX*
- **Pompano Beach Marble of the WOrld |** Pompano Beach, FL *

*Prior to Flintco



Industry Experience
8 Years

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

Licenses/Certifications
OSHA 30, CPR, First Aid, Rigger

Tanner Stefka

Superintendent

Tanner oversees and directs construction, ensuring trade partner workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee operations and is the most familiar with the plans, specifications, contracts and submittals. Tanner enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly trade partner meetings and inspects the work to verify construction conforms to the contract documents.

Key Experience

- **Intracorp | 44 East Ave Condo Tower |** Austin, TX | $160,293,000
- **Sackman Austin | 70 Rainey Street Residences Tower |** Austin, TX | $105,000,000
- **Austin Community College | ACC Highland Campus Phase 2 |** Austin, TX | $116,200,000
- **INTEGRIS Healthcare System | INTEGRIS Health Heart Hospital |** Oklahoma City, OK | $118,780,000



Industry Experience
1 Year

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

Thomas Stephens

Project Engineer

Thomas receives, evaluates and disseminates correspondence and other information between the owner, architect, subcontractors and suppliers. He works hand-in-hand with the project manager reviewing and processing requests for information (RFI's), submittals, shop drawings and owner changes. Thomas also assists the superintendent in expediting subcontractor and supplier deliveries, provides quality assurance and maintains current construction documents.

Key Experience

- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion |** Austin, TX | $149,235,000

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

Establishment information

Your establishment name: Flintco LLC Austin Main Office 80471

Street: 316 Grace Lane Suite 150

City: Ausitn State: Texas Zip: 78746

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 6

Total hours worked by all employees last year: 11371

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan
Company Executive

Director of HSE
Title

918-710-3327
Phone

1/30/2023
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

Establishment information

Your establishment name: Flintco LLC Austin Main Office 80471

Street: 316 Grace Lane Suite 150

City: Ausitn State: Texas Zip: 78746

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 11,974

Total hours worked by all employees last year: 6

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan
Company Executive

Director of HSE
Title

918-710-3327
Phone

1/25/2024
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

Establishment information

Your establishment name: Flintco LLC Austin Office

Street: 316 Grace Lane Suite 150

City: Ausitn State: Texas Zip: 78746

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 6

Total hours worked by all employees last year: 12001

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan
Company Executive

VP of HSE
Title

918-710-3327
Phone

1/21/2025
Date

CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY): 12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1482620 Flintco, LLC 323 E. Reconciliation Way Tulsa OK 74120	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Arch Insurance Company — 11150 INSURER B : Arch Indemnity Insurance Company — 30830 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17179205 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	N	N	41PKG8922411	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	41PKG8922411	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	41WCI8922311 44WCI8945211 (CA)	1/1/2025 1/1/2025	1/1/2026 1/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17179205
To Whom It May Concern
c/o Flintco, LLC
323 E. Reconciliation Way
Tulsa OK 74120

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D592023 Master ID: 1482620, Certificate ID: 17179205

To Whom It May Concern c/o Flintco, LLC
323 E. Reconciliation Way
Tulsa OK 74120

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 17179205

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

December 26, 2024

To Whom It May Concern:

Following is a 3-year summary of Worker's Compensation Experience Modification Rating (EMR) history for Flintco, LLC.:

- Effective 1/1/2025: 0.52
- Effective 1/1/2024: 0.47
- Effective 1/1/2023: 0.53

I trust you will find this letter appropriately addresses the issue of Workers' Compensation EMR history for Flintco, LLC.

Sincerely,

LOCKTON COMPANIES

Laura M. Ley

Laura M. Ley
Senior Account Manager

LOCKTON COMPANIES
Three CityPlace Drive, Suite 900. / St. Louis, MO 63141-7088
314-342-0500 / FAX: 314-812-3299
www.lockton.com

TRAVELERS

One Tower Square
Hartford, CT 06183

Richard W. DuPont
Managing Director, Construction Services
Bond & Specialty Insurance
(314) 579-8315

940 West Port Plaza, St. Louis, MO 63146

January 14, 2025

Re: Flintco, LLC, (a subsidiary of Alberici)
323 E. Reconciliation Way
Tulsa, OK 74120

To Whom This May Concern,

We are pleased to share with you our experience as surety for Flintco, LLC, a subsidiary of Alberici. We consider Alberici one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the past 107 years Alberici has, in our opinon, remained properly financed, well equipped and capably managed. Based on a conservative internal credit system, we rank Alberici's financial strength and condition in the top 5% of our portfolio. Very few clients achieve this status and it reflects how well run the company is in several facets.

Travelers' current A.M. Best Co. rating is A++ XV. Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, has a reinsurance agreement in place with other Travelers companies. Combined, these companies, which are licensed by the Treasury, provide Travelers Casualty and Surety Company of America with approximately $2 billion in capacity above and beyond its $231 million single risk limit

Travelers Casualty and Surety Company of America has participated in total work programs on behalf of Alberici in excess of $300,000,000 on single contracts and $3,000,000,000 aggregate. This information is provided only for general evidence of capabilities and bonding capacity on a normal operating basis and is not intended to represent the maximum bonding capacity available for this firm.

This letter confirms that, in the event Flintco, LLC should be selected for proposed Project, Travelers Casualty and Surety Company of America is prepared to provide the required Performance and Payment Bonds on behalf of Flintco, LLC covering the Project up to 100% of the contract price, subject to our normal underwriting requirements at the time the request is made.

Alberici enjoys an excellent reputation of meeting all of their responsibilities and obligations in a professional manner and has a number of repeat customers because of their fine results. Travelers places a high level of confidence in Alberici's financial strength, technical expertise, integrity and ability to select projects. It is our privilege to recommend Flintco, LLC, as a subsidiary of Alberici, to you.

Sincerely,
Travelers Casualty and Surety Company of America

By: _____
Richard W. DuPont, Managing Director, Construction Services

Signed, sealed and dated this 14th day of January, 2025

By: Cheryl L McAleenan
Cheryl L McAleenan – Notary Public

Cheryl L. McAleenan
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST LOUIS COUNTY
Commission Number: 12487106
My Commission Expires: May 15, 2028

AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Travis County Commissioners Court	Sanchez Elementary School Modernization	George H.W. Bush Memorial Building	Public Service Complex
PROJECT LOCATION	Austin, TX	Austin, TX	Austin, TX	Austin, TX
PROJECT TYPE	Renovation, Tenant Improvement	Renovation, Addition	New	New
OWNER	Travis County	Austin ISD	Texas Facilities Commission	City of San Marcos
ARCHITECT	GSC Architects	McKinney York Architects	Page - Austin	Lawrence Group
CONTRACTOR'S PROJECT EXECUTIVE	Kevin Moyes	Toby Smith	Robert Smith	Chad Hunter
KEY PERSONNEL (include titles)	Ryan Baker - Project Manager Walter Paul - Superintendent	Tyler Smith - Project Manager Cole Rogers - Superintendent	Brent Jordan - Project Manager Jason Riley - Superintendent	Alvaro Rivas - Project Manager Corey McNabb - Superintendent
PROJECT DETAILS	Contract Amount 8,900,000.00 Completion Date 08-07-2012 % Self-Performed Work 0.00	Contract Amount 21,792,000.00 Completion Date 08-14-2021 % Self-Performed Work 5.16%	Contract Amount 206,630,000.00 Completion Date 07-31-2022 % Self-Performed Work 2.00%	Contract Amount 38,243,000.00 Completion Date 09-07-2021 % Self-Performed Work 11.00%
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [X] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS	NONE	To update the existing building to today's standards of sustainability, we enlarged the window openings on the exterior façade to enhance natural daylighting and reduce energy consumption. The building received a full façade upgrade using durable, low-maintenance materials, along with comprehensive waterproofing improvements to extend the structure's lifespan and improve its environmental resilience..	Reporting landfill diversion was not a contractual requirement on the project. However, Flintco employed a waste management contractor to help ensure we were diverting as much construction waste away from the local landfill as possible. On average, each month there was approximately 120 tons of construction waste leaving the job site. More than 108 tons of material was diverted and recycled, representing an average of 90% construction waste diversion.	We incorporated solar panels, a rainwater collection system, and energy-efficient building designs to meet the sustainability goals outlined by the city

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User Notes: (687ea2081e1e986734307900)

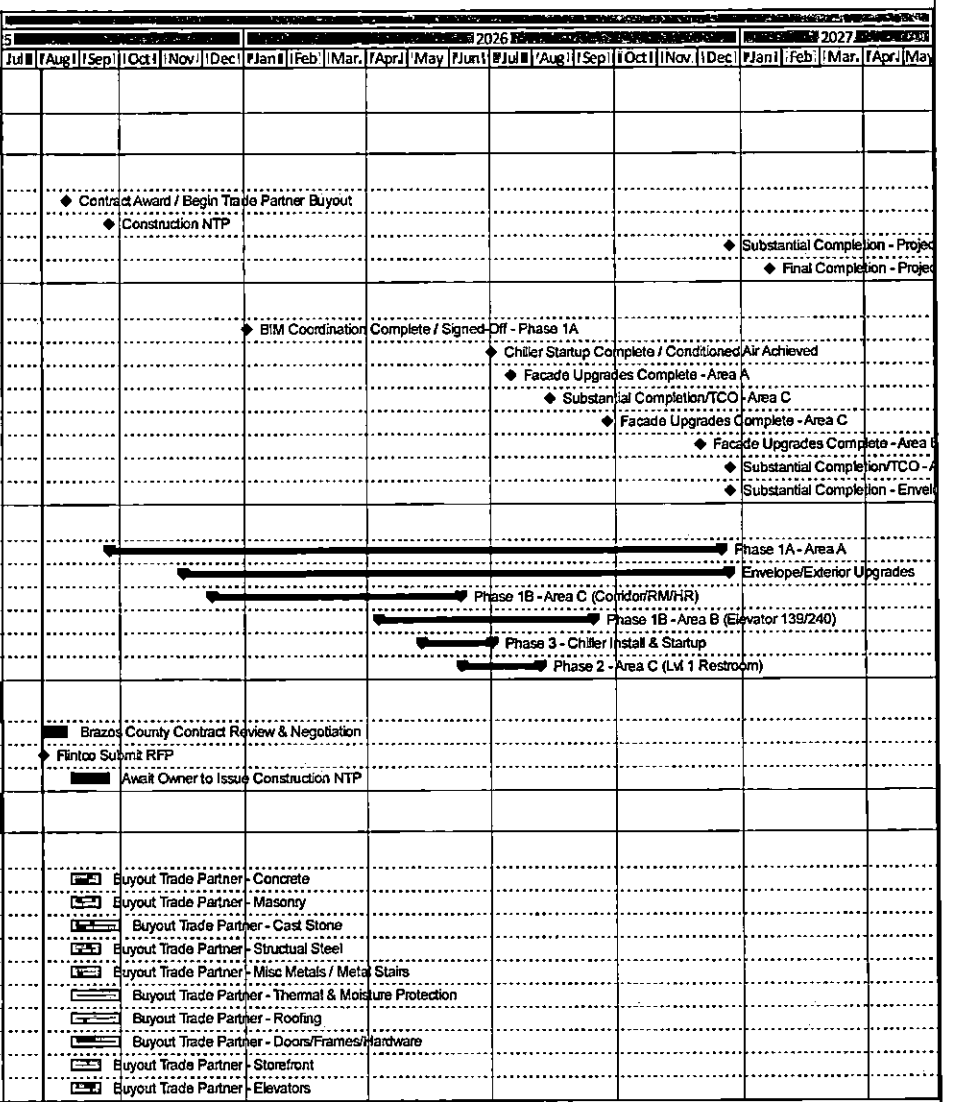
AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	TxDMV Camp Hubbard Office Buildings Renovation	ERS Multi-Story Interior Renovation	UT Austin MER A-2 and B-2 Lab to Clean Room Conversion	
PROJECT LOCATION	Austin, TX	Austin, TX	Austin, TX	
PROJECT TYPE	New + Renovation	Renovation	Renovation	
OWNER	Texas Facilities Commission	Employees Retirement System of Texas	University of Texas at Austin	
ARCHITECT	Marmon MOK	STG Design	STG Design	
CONTRACTOR'S PROJECT EXECUTIVE	Rich Maynard	Rich Maynard	Toby Smith	
KEY PERSONNEL (include titles)	Alex Janota (Project Manager), Kyle Holloway (Superintendent)	Angie Gomez (Project Manager), Jared Comer (Superintendent)	Tyler Smith (Project Manager), Chris Zoeller (Superintendent)	
PROJECT DETAILS	Contract Amount 112,680,000.00 Completion Date 07-22-2027 % Self-Performed Work 7.00%	Contract Amount Confidential Completion Date 12-19-2025 % Self-Performed Work 5.00%	Contract Amount 149,235,000.00 Completion Date 05-05-2026 % Self-Performed Work 7.00%	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [X] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS	This project included the strategic demolition of aging infrastructure, adaptive reuse of existing facilities, and construction of high-performance buildings designed to support long-term energy efficiency and wellness.	We replaced outdated mechanical systems with high-efficiency equipment to significantly improve the building's energy performance. In addition, we upgraded key water systems—including plumbing and the chiller—to enhance overall energy and water efficiency.	N/A	

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User Notes: (688bcff2bc2ea5f9aa6e4e89)

Activity ID	Activity Name	Orig Dur	Start	Finish
Brazos Valley Admin TI - RFP Schedule		372	05-Aug-25	22-Jan-27
MILESTONES		358	22-Aug-25	22-Jan-27
Contract Milestones		358	22-Aug-25	22-Jan-27
MS-2000	Contract Award / Begin Trade Partner Buyout	0		22-Aug-25
MS-2020	Construction NTP	0	23-Sep-25	
MS-9000	Substantial Completion - Project	0		23-Dec-26
MS-9999	Final Completion - Project	0		22-Jan-27
Interim Milestones		248	02-Jan-26	23-Dec-26
MS-5000	BIM Coordination Complete / Signed-Off - Phase 1A	0		02-Jan-26
MS-5010	Chiller Startup Complete / Conditioned Air Achieved	0		01-Jul-26
MS-5020	Facade Upgrades Complete - Area A	0		15-Jul-26
MS-5040	Substantial Completion/TCO - Area C	0		13-Aug-26
MS-5030	Facade Upgrades Complete - Area C	0		24-Sep-26
MS-5050	Facade Upgrades Complete - Area B	0		01-Dec-26
MS-5070	Substantial Completion/TCO - Area A/B	0		23-Dec-26
MS-5060	Substantial Completion - Envelope/Exterior	0		23-Dec-26
Summary Schedule		317	23-Sep-25	22-Dec-26
SUM-1000	Phase 1A - Area A	313	23-Sep-25	16-Dec-26
SUM-1010	Envelope/Exterior Upgrades	278	17-Nov-25	22-Dec-26
SUM-1020	Phase 1B - Area C (Corridor/RM/HR)	128	08-Dec-25	08-Jun-26
SUM-1030	Phase 1B - Area B (Elevator 139/240)	110	09-Apr-26	14-Sep-26
SUM-1040	Phase 3 - Chiller Install & Startup	37	11-May-26	01-Jul-26
SUM-1050	Phase 2 - Area C (Lvl 1 Restroom)	41	09-Jun-26	05-Aug-26
PROJECT BID/AWARD		34	05-Aug-25	22-Sep-25
BA-1000	Brazos County Contract Review & Negotiation	14	05-Aug-25	22-Aug-25
BA-1010	Flintco Submit RFP	0	05-Aug-25	
BA-1020	Await Owner to Issue Construction NTP	20	25-Aug-25	22-Sep-25
BUYOUT / SUBMITTALS / PROCUREMENT		185	25-Aug-25	15-May-26
Trade Partner Buyout		25	25-Aug-25	29-Sep-25
TPB-1000	Buyout Trade Partner - Concrete	15	25-Aug-25	15-Sep-25
TPB-1010	Buyout Trade Partner - Masonry	15	25-Aug-25	15-Sep-25
TPB-1020	Buyout Trade Partner - Cast Stone	25	25-Aug-25	29-Sep-25
TPB-1030	Buyout Trade Partner - Structual Steel	15	25-Aug-25	15-Sep-25
TPB-1040	Buyout Trade Partner - Misc Metals / Metal Stairs	15	25-Aug-25	15-Sep-25
TPB-1050	Buyout Trade Partner - Thermal & Moisture Protection	25	25-Aug-25	29-Sep-25
TPB-1060	Buyout Trade Partner - Roofing	25	25-Aug-25	29-Sep-25
TPB-1070	Buyout Trade Partner - Doors/Frames/Hardware	25	25-Aug-25	29-Sep-25
TPB-1080	Buyout Trade Partner - Storefront	15	25-Aug-25	15-Sep-25
TPB-1090	Buyout Trade Partner - Elevators	15	25-Aug-25	15-Sep-25



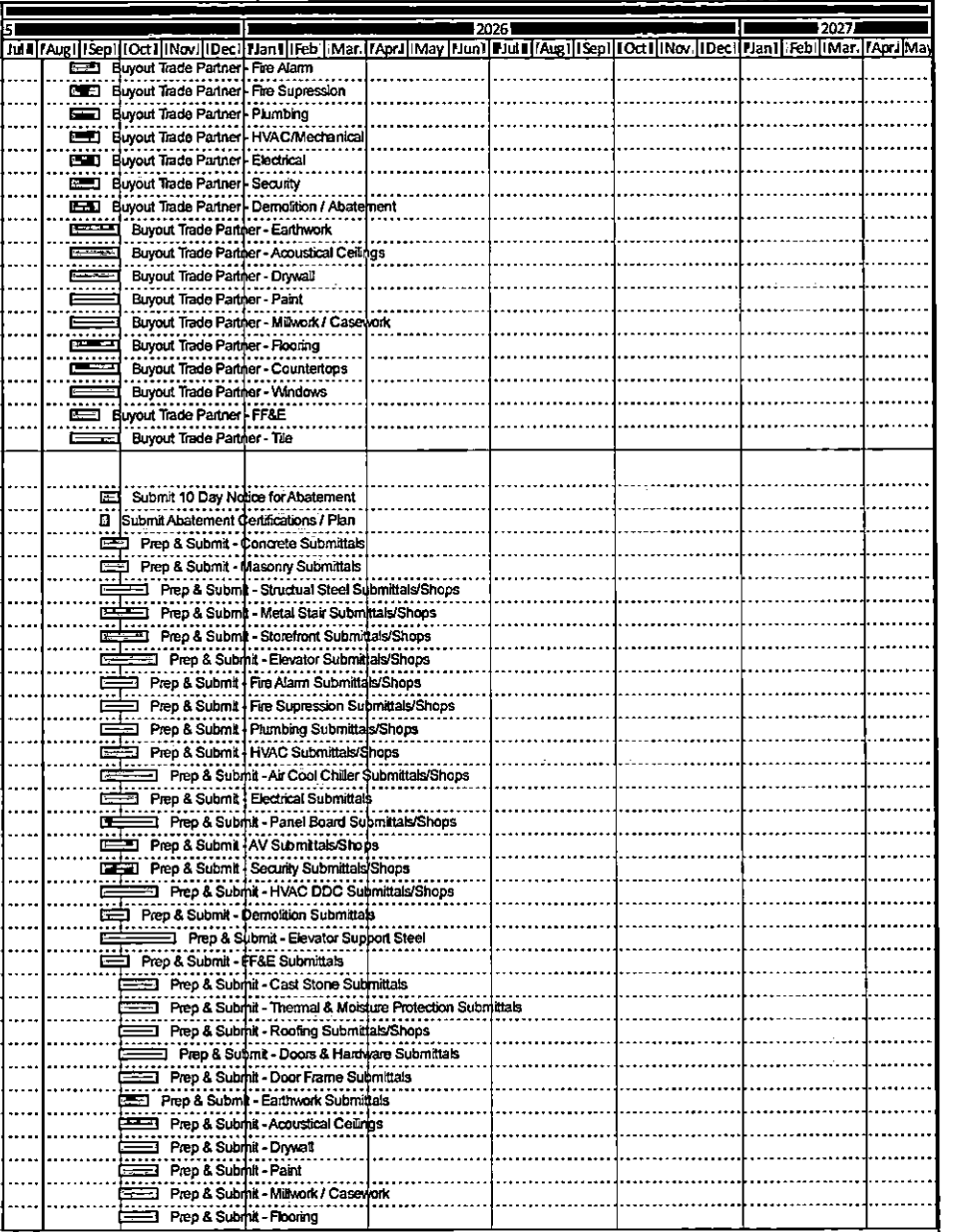
Start Date: 05-Aug-25
Finish Date: 22-Jan-27
Data Date: 05-Aug-25
Run Date: 30-Jul-25

Remaining Level of Effort
Actual Level of Effort
Actual Work
Rem Work
Near Crit Rem
Remaining Work
Near Critical Remaining
Critical Remaining Work
% Complete
Milestone
Start Constraint
Finish Constraint

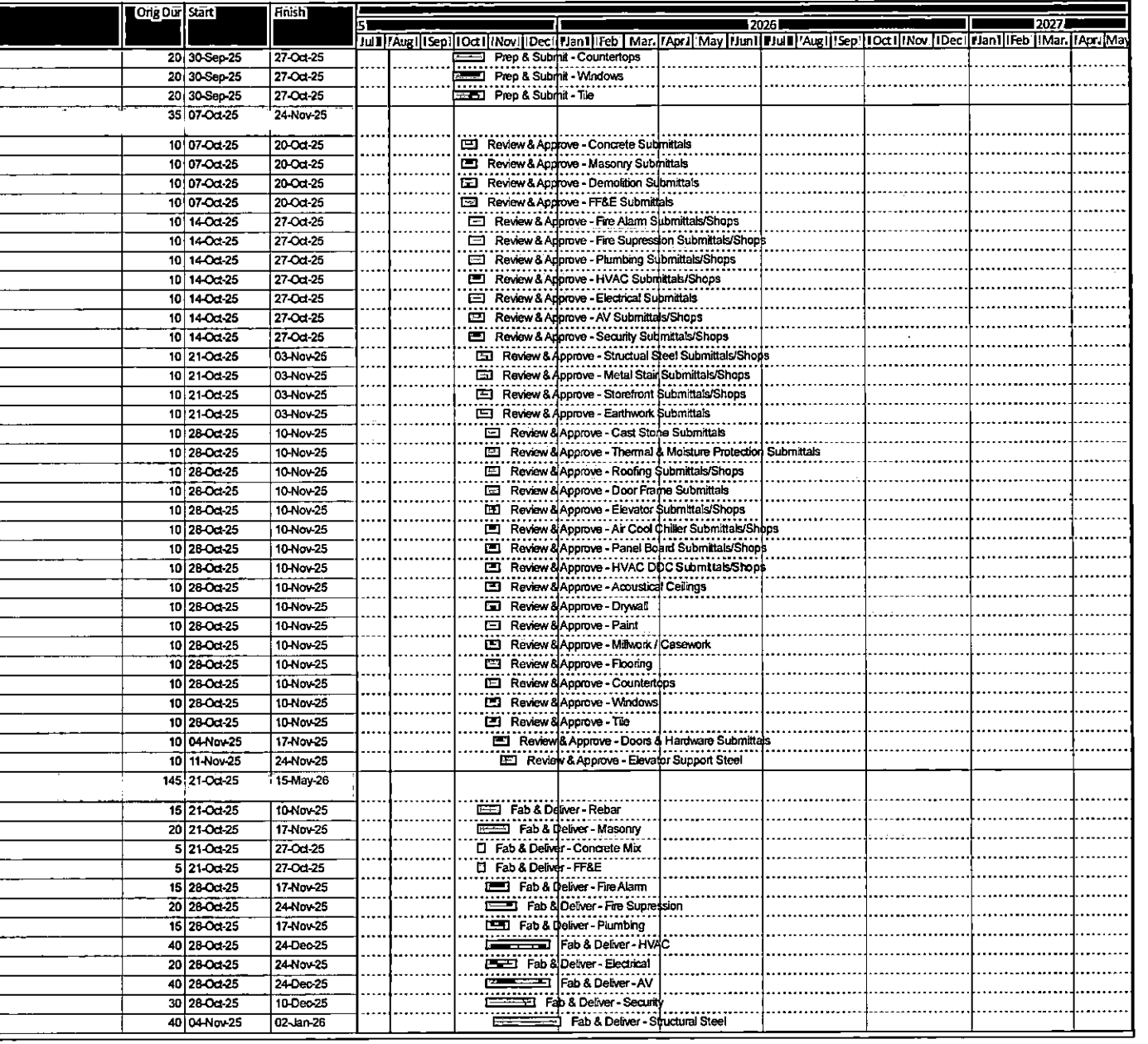
Brazos Valley Admin TI - RFP Schedule

FLINTCO

Activity ID	Activity Name	Orig Dur	Start	Finish
TPB-1100	Buyout Trade Partner - Fire Alarm	15	25-Aug-25	15-Sep-25
TPB-1110	Buyout Trade Partner - Fire Supression	15	25-Aug-25	15-Sep-25
TPB-1120	Buyout Trade Partner - Plumbing	15	25-Aug-25	15-Sep-25
TPB-1130	Buyout Trade Partner - HVAC/Mechanical	15	25-Aug-25	15-Sep-25
TPB-1140	Buyout Trade Partner - Electrical	15	25-Aug-25	15-Sep-25
TPB-1150	Buyout Trade Partner - Security	15	25-Aug-25	15-Sep-25
TPB-1160	Buyout Trade Partner - Demolition / Abatement	15	25-Aug-25	15-Sep-25
TPB-1170	Buyout Trade Partner - Earthwork	25	25-Aug-25	29-Sep-25
TPB-1180	Buyout Trade Partner - Acoustical Ceilings	25	25-Aug-25	29-Sep-25
TPB-1190	Buyout Trade Partner - Drywall	25	25-Aug-25	29-Sep-25
TPB-1200	Buyout Trade Partner - Paint	25	25-Aug-25	29-Sep-25
TPB-1210	Buyout Trade Partner - Millwork / Casework	25	25-Aug-25	29-Sep-25
TPB-1220	Buyout Trade Partner - Flooring	25	25-Aug-25	29-Sep-25
TPB-1230	Buyout Trade Partner - Countertops	25	25-Aug-25	29-Sep-25
TPB-1240	Buyout Trade Partner - Windows	25	25-Aug-25	29-Sep-25
TPB-1250	Buyout Trade Partner - FF&E	15	25-Aug-25	15-Sep-25
TPB-1260	Buyout Trade Partner - Tile	25	25-Aug-25	29-Sep-25
Prep & Submit - Submittals & Shop Drawings		40	16-Sep-25	10-Nov-25
SFA-1000	Submit 10 Day Notice for Abatement	10	16-Sep-25	29-Sep-25
SFA-1010	Submit Abatement Certifications / Plan	5	16-Sep-25	22-Sep-25
SFA-1020	Prep & Submit - Concrete Submittals	15	16-Sep-25	06-Oct-25
SFA-1030	Prep & Submit - Masonry Submittals	15	16-Sep-25	06-Oct-25
SFA-1040	Prep & Submit - Structual Steel Submittals/Shops	25	16-Sep-25	20-Oct-25
SFA-1050	Prep & Submit - Metal Stair Submittals/Shops	25	16-Sep-25	20-Oct-25
SFA-1060	Prep & Submit - Storefront Submittals/Shops	25	16-Sep-25	20-Oct-25
SFA-1070	Prep & Submit - Elevator Submittals/Shops	30	16-Sep-25	27-Oct-25
SFA-1080	Prep & Submit - Fire Alarm Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1090	Prep & Submit - Fire Supression Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1100	Prep & Submit - Plumbing Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1110	Prep & Submit - HVAC Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1120	Prep & Submit - Air Cool Chiller Submittals/Shops	30	16-Sep-25	27-Oct-25
SFA-1130	Prep & Submit - Electrical Submittals	20	16-Sep-25	13-Oct-25
SFA-1140	Prep & Submit - Panel Board Submittals/Shops	30	16-Sep-25	27-Oct-25
SFA-1150	Prep & Submit - AV Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1160	Prep & Submit - Security Submittals/Shops	20	16-Sep-25	13-Oct-25
SFA-1170	Prep & Submit - HVAC DDC Submittals/Shops	30	16-Sep-25	27-Oct-25
SFA-1180	Prep & Submit - Demolition Submittals	15	16-Sep-25	06-Oct-25
SFA-1190	Prep & Submit - Elevator Support Steel	40	16-Sep-25	10-Nov-25
SFA-1200	Prep & Submit - FF&E Submittals	15	16-Sep-25	06-Oct-25
SFA-1210	Prep & Submit - Cast Stone Submittals	20	30-Sep-25	27-Oct-25
SFA-1220	Prep & Submit - Thermal & Moisture Protection Submittals	20	30-Sep-25	27-Oct-25
SFA-1230	Prep & Submit - Roofing Submittals/Shops	20	30-Sep-25	27-Oct-25
SFA-1240	Prep & Submit - Doors & Hardware Submittals	25	30-Sep-25	03-Nov-25
SFA-1250	Prep & Submit - Door Frame Submittals	20	30-Sep-25	27-Oct-25
SFA-1260	Prep & Submit - Earthwork Submittals	15	30-Sep-25	20-Oct-25
SFA-1270	Prep & Submit - Acoustical Ceilings	20	30-Sep-25	27-Oct-25
SFA-1280	Prep & Submit - Drywall	20	30-Sep-25	27-Oct-25
SFA-1290	Prep & Submit - Paint	20	30-Sep-25	27-Oct-25
SFA-1300	Prep & Submit - Millwork / Casework	20	30-Sep-25	27-Oct-25
SFA-1310	Prep & Submit - Flooring	20	30-Sep-25	27-Oct-25

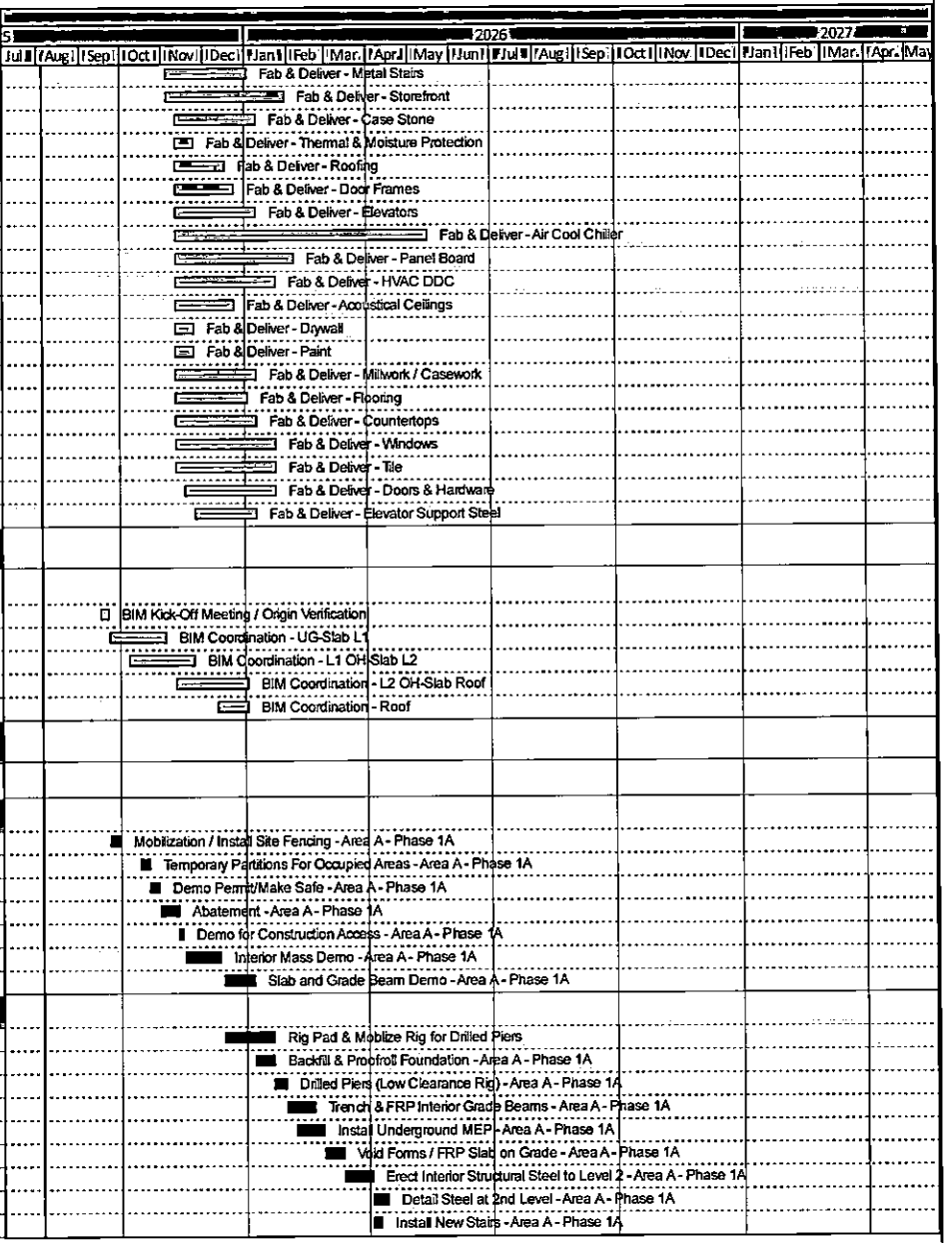


Activity ID	Activity Name	Orig Dur	Start	Finish
SFA-1320	Prep & Submit - Countertops	20	30-Sep-25	27-Oct-25
SFA-1330	Prep & Submit - Windows	20	30-Sep-25	27-Oct-25
SFA-1340	Prep & Submit - Tile	20	30-Sep-25	27-Oct-25
Review & Approve - Submittals & Shop Drawings		35	07-Oct-25	24-Nov-25
RA-1000	Review & Approve - Concrete Submittals	10	07-Oct-25	20-Oct-25
RA-1010	Review & Approve - Masonry Submittals	10	07-Oct-25	20-Oct-25
RA-1020	Review & Approve - Demolition Submittals	10	07-Oct-25	20-Oct-25
RA-1030	Review & Approve - FF&E Submittals	10	07-Oct-25	20-Oct-25
RA-1040	Review & Approve - Fire Alarm Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1050	Review & Approve - Fire Supression Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1060	Review & Approve - Plumbing Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1070	Review & Approve - HVAC Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1080	Review & Approve - Electrical Submittals	10	14-Oct-25	27-Oct-25
RA-1090	Review & Approve - AV Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1100	Review & Approve - Security Submittals/Shops	10	14-Oct-25	27-Oct-25
RA-1110	Review & Approve - Structual Steel Submittals/Shops	10	21-Oct-25	03-Nov-25
RA-1120	Review & Approve - Metal Stair Submittals/Shops	10	21-Oct-25	03-Nov-25
RA-1130	Review & Approve - Storefront Submittals/Shops	10	21-Oct-25	03-Nov-25
RA-1140	Review & Approve - Earthwork Submittals	10	21-Oct-25	03-Nov-25
RA-1150	Review & Approve - Cast Stone Submittals	10	28-Oct-25	10-Nov-25
RA-1160	Review & Approve - Thermal & Moisture Protection Submittals	10	28-Oct-25	10-Nov-25
RA-1170	Review & Approve - Roofing Submittals/Shops	10	28-Oct-25	10-Nov-25
RA-1180	Review & Approve - Door Frame Submittals	10	28-Oct-25	10-Nov-25
RA-1190	Review & Approve - Elevator Submittals/Shops	10	28-Oct-25	10-Nov-25
RA-1200	Review & Approve - Air Cool Chiller Submittals/Shops	10	28-Oct-25	10-Nov-25
RA-1210	Review & Approve - Panel Board Submittals/Shops	10	28-Oct-25	10-Nov-25
RA-1220	Review & Approve - HVAC DDC Submittals/Shops	10	28-Oct-25	10-Nov-25
RA-1230	Review & Approve - Acoustical Ceilings	10	28-Oct-25	10-Nov-25
RA-1240	Review & Approve - Drywall	10	28-Oct-25	10-Nov-25
RA-1250	Review & Approve - Paint	10	28-Oct-25	10-Nov-25
RA-1260	Review & Approve - Millwork / Casework	10	28-Oct-25	10-Nov-25
RA-1270	Review & Approve - Flooring	10	28-Oct-25	10-Nov-25
RA-1280	Review & Approve - Countertops	10	28-Oct-25	10-Nov-25
RA-1290	Review & Approve - Windows	10	28-Oct-25	10-Nov-25
RA-1300	Review & Approve - Tile	10	28-Oct-25	10-Nov-25
RA-1310	Review & Approve - Doors & Hardware Submittals	10	04-Nov-25	17-Nov-25
RA-1320	Review & Approve - Elevator Support Steel	10	11-Nov-25	24-Nov-25
Fabricate & Deliver - Materials & Equipment		145	21-Oct-25	15-May-26
FD-1000	Fab & Deliver - Rebar	15	21-Oct-25	10-Nov-25
FD-1010	Fab & Deliver - Masonry	20	21-Oct-25	17-Nov-25
FD-1020	Fab & Deliver - Concrete Mix	5	21-Oct-25	27-Oct-25
FD-1030	Fab & Deliver - FF&E	5	21-Oct-25	27-Oct-25
FD-1040	Fab & Deliver - Fire Alarm	15	28-Oct-25	17-Nov-25
FD-1050	Fab & Deliver - Fire Supression	20	28-Oct-25	24-Nov-25
FD-1060	Fab & Deliver - Plumbing	15	28-Oct-25	17-Nov-25
FD-1070	Fab & Deliver - HVAC	40	28-Oct-25	24-Dec-25
FD-1080	Fab & Deliver - Electrical	20	28-Oct-25	24-Nov-25
FD-1090	Fab & Deliver - AV	40	28-Oct-25	24-Dec-25
FD-1100	Fab & Deliver - Security	30	28-Oct-25	10-Dec-25
FD-1110	Fab & Deliver - Structural Steel	40	04-Nov-25	02-Jan-26



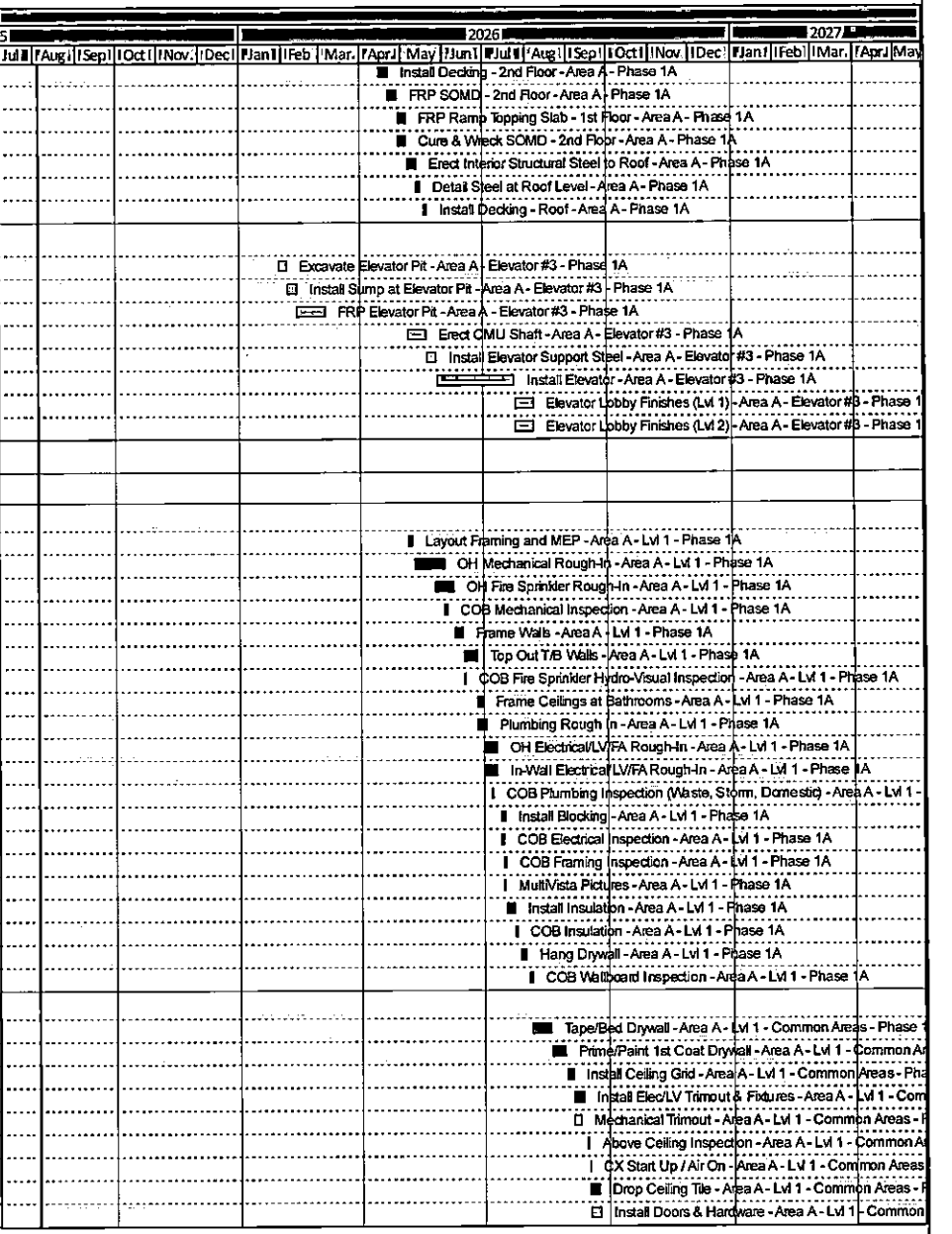
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
FD-1120	Fab & Deliver - Metal Stairs	40	04-Nov-25	02-Jan-26
FD-1130	Fab & Deliver - Storefront	60	04-Nov-25	30-Jan-26
FD-1140	Fab & Deliver - Case Stone	40	11-Nov-25	09-Jan-26
FD-1150	Fab & Deliver - Thermal & Moisture Protection	10	11-Nov-25	24-Nov-25
FD-1160	Fab & Deliver - Roofing	25	11-Nov-25	17-Dec-25
FD-1170	Fab & Deliver - Door Frames	30	11-Nov-25	24-Dec-25
FD-1180	Fab & Deliver - Elevators	40	11-Nov-25	09-Jan-26
FD-1190	Fab & Deliver - Air Cool Chiller	130	11-Nov-25	15-May-26
FD-1200	Fab & Deliver - Panel Board	60	11-Nov-25	06-Feb-26
FD-1210	Fab & Deliver - HVAC DDC	50	11-Nov-25	23-Jan-26
FD-1220	Fab & Deliver - Acoustical Ceilings	30	11-Nov-25	24-Dec-25
FD-1230	Fab & Deliver - Drywall	10	11-Nov-25	24-Nov-25
FD-1240	Fab & Deliver - Paint	10	11-Nov-25	24-Nov-25
FD-1250	Fab & Deliver - Millwork / Casework	40	11-Nov-25	09-Jan-26
FD-1260	Fab & Deliver - Flooring	35	11-Nov-25	02-Jan-26
FD-1270	Fab & Deliver - Countertops	40	11-Nov-25	09-Jan-26
FD-1280	Fab & Deliver - Windows	50	11-Nov-25	23-Jan-26
FD-1290	Fab & Deliver - Tile	50	11-Nov-25	23-Jan-26
FD-1300	Fab & Deliver - Doors & Hardware	45	18-Nov-25	23-Jan-26
FD-1310	Fab & Deliver - Elevator Support Steel	30	25-Nov-25	09-Jan-26
VDC / BIM COORDINATION		75	16-Sep-25	02-Jan-26
Phase 1A		75	16-Sep-25	02-Jan-26
BIM-1000	BIM Kick-Off Meeting / Origin Verification	5	16-Sep-25	22-Sep-25
BIM-1010	BIM Coordination - UG-Slab L1	30	23-Sep-25	03-Nov-25
BIM-1020	BIM Coordination - L1 OH-Slab L2	35	07-Oct-25	24-Nov-25
BIM-1030	BIM Coordination - L2 OH-Slab Roof	35	11-Nov-25	02-Jan-26
BIM-1040	BIM Coordination - Roof	15	11-Dec-25	02-Jan-26
CONSTRUCTION		318	23-Sep-25	23-Dec-26
Phase 1A [AREA A]		313	23-Sep-25	16-Dec-26
Phase 1A - Mobilization & Demo		72	23-Sep-25	06-Jan-26
1A-1000	Mobilization / Install Site Fencing - Area A - Phase 1A	5	23-Sep-25	29-Sep-25
1A-1010	Temporary Partitions For Occupied Areas - Area A - Phase 1A	5	15-Oct-25	21-Oct-25
1A-1020	Demo Permit/Make Safe - Area A - Phase 1A	5	22-Oct-25	28-Oct-25
1A-1030	Abatement - Area A - Phase 1A	10	29-Oct-25	11-Nov-25
1A-1040	Demo for Construction Access - Area A - Phase 1A	3	12-Nov-25	14-Nov-25
1A-1050	Interior Mass Demo - Area A - Phase 1A	18	17-Nov-25	12-Dec-25
1A-1060	Slab and Grade Beam Demo - Area A - Phase 1A	15	15-Dec-25	06-Jan-26
Phase 1A - Structural Upgrades		111	15-Dec-25	20-May-26
1A-1070	Rig Pad & Moblize Rig for Drilled Piers	25	15-Dec-25	20-Jan-26
1A-1080	Backfill & Proofroll Foundation - Area A - Phase 1A	10	07-Jan-26	20-Jan-26
1A-1090	Drilled Piers (Low Clearance Rig) - Area A - Phase 1A	7	21-Jan-26	29-Jan-26
1A-1100	Trench & FRP Interior Grade Beams - Area A - Phase 1A	15	30-Jan-26	19-Feb-26
1A-1120	Install Underground MEP - Area A - Phase 1A	15	06-Feb-26	26-Feb-26
1A-1150	Void Forms / FRP Slab on Grade - Area A - Phase 1A	10	27-Feb-26	12-Mar-26
1A-1160	Erect Interior Structural Steel to Level 2 - Area A - Phase 1A	15	13-Mar-26	02-Apr-26
1A-1170	Detail Steel at 2nd Level - Area A - Phase 1A	8	03-Apr-26	14-Apr-26
1A-1180	Install New Stairs - Area A - Phase 1A	5	03-Apr-26	09-Apr-26



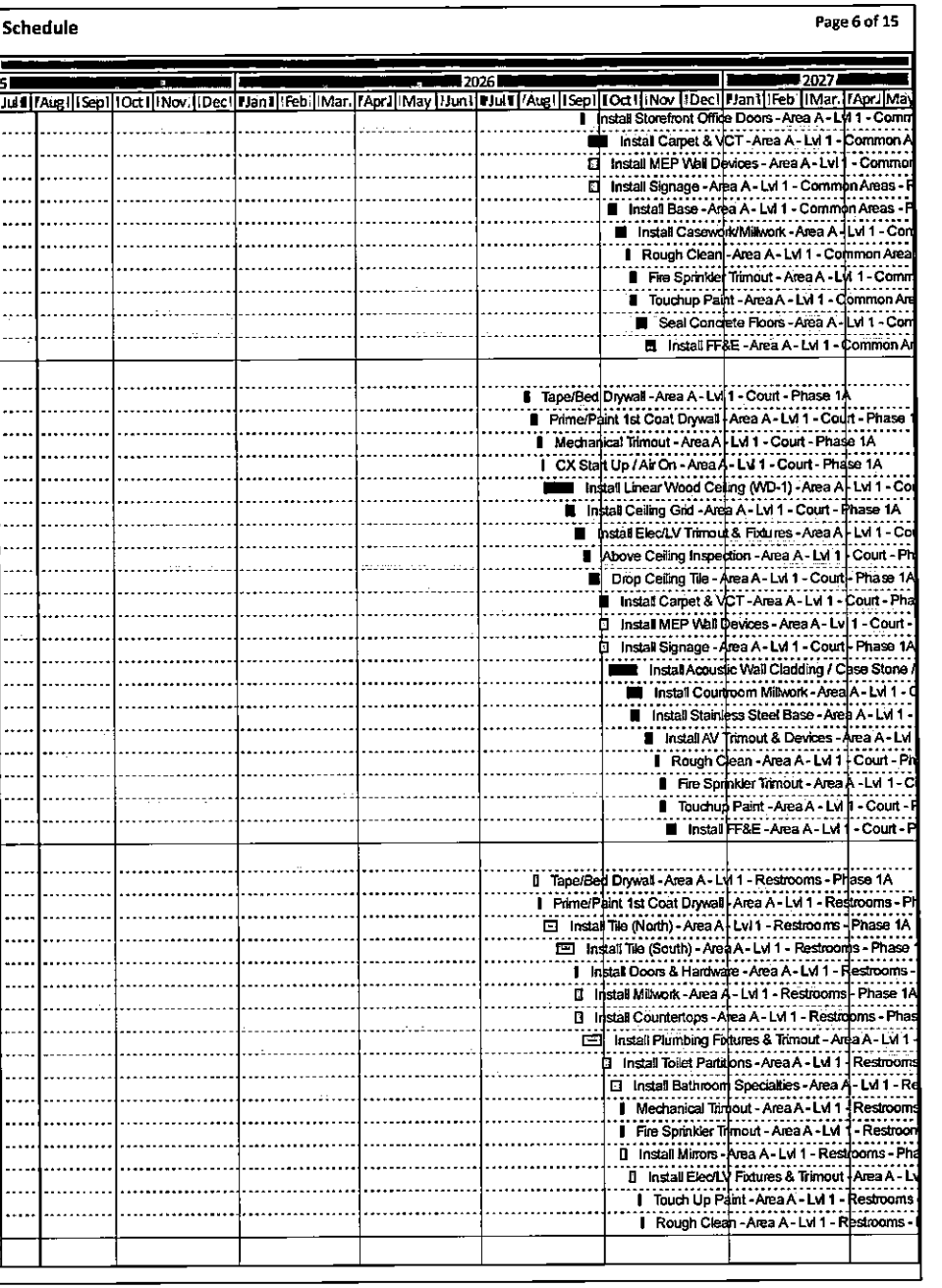
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
1A-1190	Install Decking - 2nd Floor - Area A - Phase 1A	5	15-Apr-26	21-Apr-26
1A-1200	FRP SOMD - 2nd Floor - Area A - Phase 1A	5	22-Apr-26	28-Apr-26
1A-1210	FRP Ramp Topping Slab - 1st Floor - Area A - Phase 1A	5	29-Apr-26	05-May-26
1A-1220	Cure & Wreck SOMD - 2nd Floor - Area A - Phase 1A	5	29-Apr-26	05-May-26
1A-1250	Erect Interior Structural Steel to Roof - Area A - Phase 1A	5	06-May-26	12-May-26
1A-1270	Detail Steel at Roof Level - Area A - Phase 1A	3	13-May-26	15-May-26
1A-1280	Install Decking - Roof - Area A - Phase 1A	3	18-May-26	20-May-26
Phase 1A - Elevator #3		133	30-Jan-26	06-Aug-26
1A-1110	Excavate Elevator Pit - Area A - Elevator #3 - Phase 1A	5	30-Jan-26	05-Feb-26
1A-1130	Install Sump at Elevator Pit - Area A - Elevator #3 - Phase 1A	5	06-Feb-26	12-Feb-26
1A-1140	FRP Elevator Pit - Area A - Elevator #3 - Phase 1A	15	13-Feb-26	06-Mar-26
1A-1230	Erect CMU Shaft - Area A - Elevator #3 - Phase 1A	10	06-May-26	19-May-26
1A-1290	Install Elevator Support Steel - Area A - Elevator #3 - Phase 1A	5	20-May-26	27-May-26
1A-1310	Install Elevator - Area A - Elevator #3 - Phase 1A	40	28-May-26	23-Jul-26
1A-1500	Elevator Lobby Finishes (Lvl 1) - Area A - Elevator #3 - Phase 1A	10	24-Jul-26	06-Aug-26
1A-1510	Elevator Lobby Finishes (Lvl 2) - Area A - Elevator #3 - Phase 1A	10	24-Jul-26	06-Aug-26
Phase 1A - Interiors		156	06-May-26	16-Dec-26
1st Floor		156	06-May-26	16-Dec-26
1st Floor - Interior Fitout		63	06-May-26	04-Aug-26
1A-1240	Layout Framing and MEP - Area A - Lvl 1 - Phase 1A	3	06-May-26	08-May-26
1A-1260	OH Mechanical Rough-In - Area A - Lvl 1 - Phase 1A	15	11-May-26	01-Jun-26
1A-1340	OH Fire Sprinkler Rough-In - Area A - Lvl 1 - Phase 1A	10	26-May-26	08-Jun-26
1A-1330	COB Mechanical Inspection - Area A - Lvl 1 - Phase 1A	2	02-Jun-26	03-Jun-26
1A-1350	Frame Walls - Area A - Lvl 1 - Phase 1A	5	09-Jun-26	15-Jun-26
1A-1360	Top Out T/B Walls - Area A - Lvl 1 - Phase 1A	8	16-Jun-26	25-Jun-26
1A-1370	COB Fire Sprinkler Hydro-Visual Inspection - Area A - Lvl 1 - Phase 1A	2	16-Jun-26	17-Jun-26
1A-1400	Frame Ceilings at Bathrooms - Area A - Lvl 1 - Phase 1A	2	26-Jun-26	29-Jun-26
1A-1410	Plumbing Rough In - Area A - Lvl 1 - Phase 1A	5	26-Jun-26	02-Jul-26
1A-1420	OH Electrical/LV/FA Rough-In - Area A - Lvl 1 - Phase 1A	8	30-Jun-26	10-Jul-26
1A-1430	In-Wall Electrical/LV/FA Rough-In - Area A - Lvl 1 - Phase 1A	8	30-Jun-26	10-Jul-26
1A-1440	COB Plumbing Inspection (Waste, Storm, Domestic) - Area A - Lvl 1 - Phase 1A	2	06-Jul-26	07-Jul-26
1A-1450	Install Blocking - Area A - Lvl 1 - Phase 1A	3	13-Jul-26	15-Jul-26
1A-1460	COB Electrical Inspection - Area A - Lvl 1 - Phase 1A	2	13-Jul-26	14-Jul-26
1A-1480	COB Framing Inspection - Area A - Lvl 1 - Phase 1A	2	15-Jul-26	16-Jul-26
1A-1490	MultiVista Pictures - Area A - Lvl 1 - Phase 1A	1	15-Jul-26	15-Jul-26
1A-1520	Install Insulation - Area A - Lvl 1 - Phase 1A	4	17-Jul-26	22-Jul-26
1A-1530	COB Insulation - Area A - Lvl 1 - Phase 1A	2	23-Jul-26	24-Jul-26
1A-1540	Hang Drywall - Area A - Lvl 1 - Phase 1A	5	27-Jul-26	31-Jul-26
1A-1570	COB Wallboard Inspection - Area A - Lvl 1 - Phase 1A	2	03-Aug-26	04-Aug-26
1st Floor - Finishes - Common Area		69	05-Aug-26	10-Nov-26
1A-1580	Tape/Bed Drywall - Area A - Lvl 1 - Common Areas - Phase 1A	10	05-Aug-26	18-Aug-26
1A-1710	Prime/Paint 1st Coat Drywall - Area A - Lvl 1 - Common Areas - Phase 1A	8	19-Aug-26	28-Aug-26
1A-1790	Install Ceiling Grid - Area A - Lvl 1 - Common Areas - Phase 1A	4	31-Aug-26	03-Sep-26
1A-1800	Install Elec/LV Trimout & Fixtures - Area A - Lvl 1 - Common Areas - Phase 1A	5	04-Sep-26	11-Sep-26
1A-1810	Mechanical Trimout - Area A - Lvl 1 - Common Areas - Phase 1A	3	04-Sep-26	09-Sep-26
1A-1870	Above Ceiling Inspection - Area A - Lvl 1 - Common Areas - Phase 1A	2	14-Sep-26	15-Sep-26
1A-1890	CX Start Up / Air On - Area A - Lvl 1 - Common Areas - Phase 1A	1	16-Sep-26	16-Sep-26
1A-1900	Drop Ceiling Tile - Area A - Lvl 1 - Common Areas - Phase 1A	5	16-Sep-26	22-Sep-26
1A-1910	Install Doors & Hardware - Area A - Lvl 1 - Common Areas - Phase 1A	5	17-Sep-26	23-Sep-26



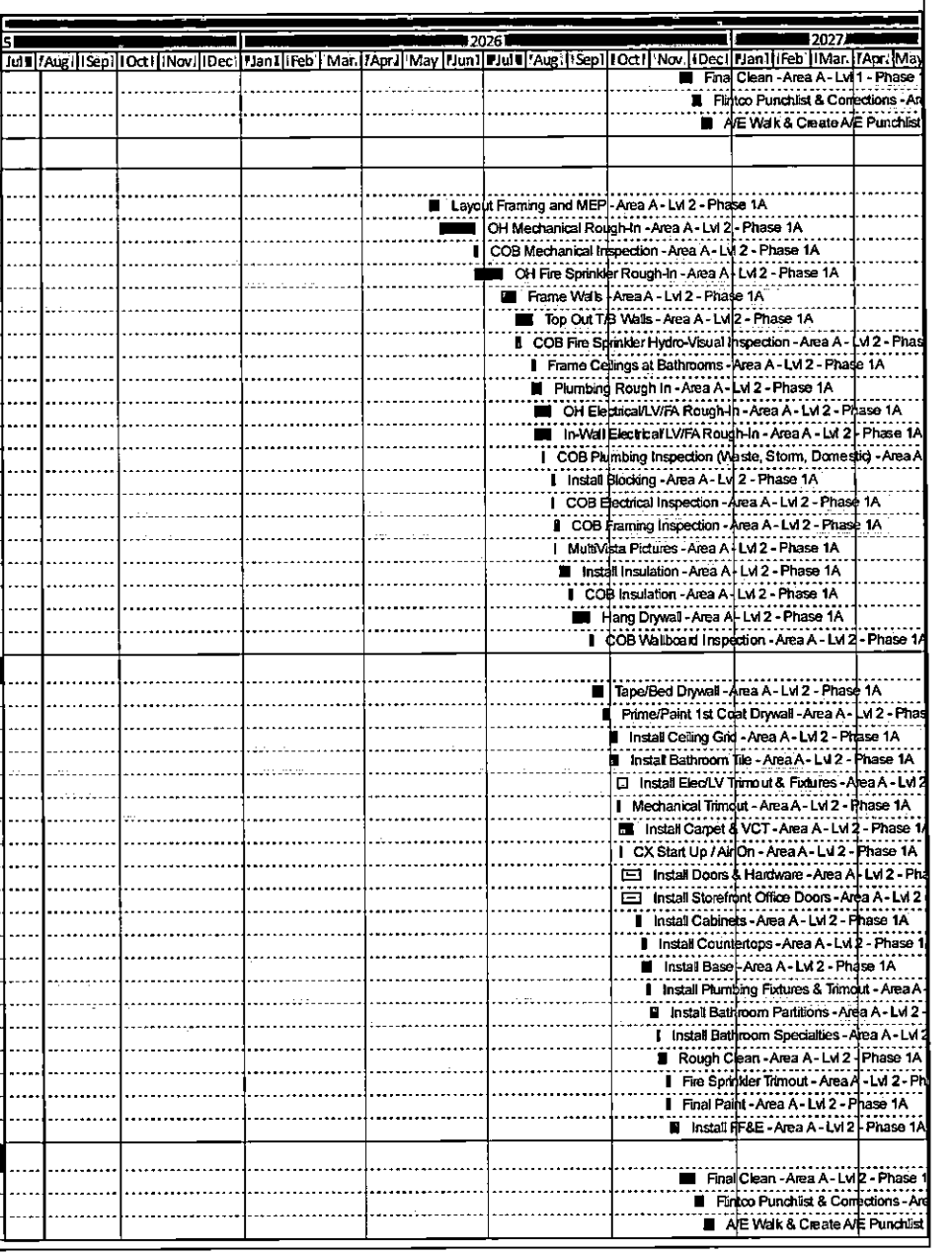
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
1A-1920	Install Storefront Office Doors - Area A - Lvl 1 - Common Areas - Phase 1A	2	17-Sep-26	18-Sep-26
1A-1940	Install Carpet & VCT - Area A - Lvl 1 - Common Areas - Phase 1A	10	23-Sep-26	06-Oct-26
1A-1960	Install MEP Wall Devices - Area A - Lvl 1 - Common Areas - Phase 1A	5	23-Sep-26	29-Sep-26
1A-1970	Install Signage - Area A - Lvl 1 - Common Areas - Phase 1A	5	23-Sep-26	29-Sep-26
1A-2040	Install Base - Area A - Lvl 1 - Common Areas - Phase 1A	4	07-Oct-26	12-Oct-26
1A-2090	Install Casework/Millwork - Area A - Lvl 1 - Common Areas - Phase 1A	5	13-Oct-26	19-Oct-26
1A-2170	Rough Clean - Area A - Lvl 1 - Common Areas - Phase 1A	3	20-Oct-26	22-Oct-26
1A-2220	Fire Sprinkler Trimout - Area A - Lvl 1 - Common Areas - Phase 1A	3	23-Oct-26	27-Oct-26
1A-2260	Touchup Paint - Area A - Lvl 1 - Common Areas - Phase 1A	3	23-Oct-26	27-Oct-26
1A-2290	Seal Concrete Floors - Area A - Lvl 1 - Common Areas - Phase 1A	5	28-Oct-26	03-Nov-26
1A-2320	Install FF&E - Area A - Lvl 1 - Common Areas - Phase 1A	5	04-Nov-26	10-Nov-26
1st Floor - Finishes - Court Room Area		78	05-Aug-26	23-Nov-26
1A-1590	Tape/Bed Drywall - Area A - Lvl 1 - Court - Phase 1A	3	05-Aug-26	07-Aug-26
1A-1640	Prime/Paint 1st Coat Drywall - Area A - Lvl 1 - Court - Phase 1A	4	10-Aug-26	13-Aug-26
1A-1680	Mechanical Trimout - Area A - Lvl 1 - Court - Phase 1A	2	14-Aug-26	17-Aug-26
1A-1700	CX Start Up / Air On - Area A - Lvl 1 - Court - Phase 1A	1	18-Aug-26	18-Aug-26
1A-1720	Install Linear Wood Ceiling (WD-1) - Area A - Lvl 1 - Court - Phase 1A	15	19-Aug-26	09-Sep-26
1A-1930	Install Ceiling Grid - Area A - Lvl 1 - Court - Phase 1A	4	04-Sep-26	10-Sep-26
1A-1980	Install Elec/LV Trimout & Fixtures - Area A - Lvl 1 - Court - Phase 1A	5	11-Sep-26	17-Sep-26
1A-2010	Above Ceiling Inspection - Area A - Lvl 1 - Court - Phase 1A	2	18-Sep-26	21-Sep-26
1A-2020	Drop Ceiling Tile - Area A - Lvl 1 - Court - Phase 1A	5	22-Sep-26	28-Sep-26
1A-2060	Install Carpet & VCT - Area A - Lvl 1 - Court - Phase 1A	5	29-Sep-26	05-Oct-26
1A-2070	Install MEP Wall Devices - Area A - Lvl 1 - Court - Phase 1A	5	29-Sep-26	05-Oct-26
1A-2080	Install Signage - Area A - Lvl 1 - Court - Phase 1A	5	29-Sep-26	05-Oct-26
1A-2150	Install Acoustic Wall Cladding / Case Stone / Laminant Panels - Area A - Lvl 1 - Court - Phase 1A	15	06-Oct-26	26-Oct-26
1A-2350	Install Courtroom Millwork - Area A - Lvl 1 - Court - Phase 1A	10	19-Oct-26	30-Oct-26
1A-2340	Install Stainless Steel Base - Area A - Lvl 1 - Court - Phase 1A	5	22-Oct-26	28-Oct-26
1A-2390	Install AV Trimout & Devices - Area A - Lvl 1 - Court - Phase 1A	5	02-Nov-26	06-Nov-26
1A-2410	Rough Clean - Area A - Lvl 1 - Court - Phase 1A	3	09-Nov-26	11-Nov-26
1A-2430	Fire Sprinkler Trimout - Area A - Lvl 1 - Court - Phase 1A	3	12-Nov-26	16-Nov-26
1A-2450	Touchup Paint - Area A - Lvl 1 - Court - Phase 1A	3	12-Nov-26	16-Nov-26
1A-2470	Install FF&E - Area A - Lvl 1 - Court - Phase 1A	5	17-Nov-26	23-Nov-26
1st Floor - Finishes - Group Bathrooms		58	10-Aug-26	28-Oct-26
1A-1650	Tape/Bed Drywall - Area A - Lvl 1 - Restrooms - Phase 1A	3	10-Aug-26	12-Aug-26
1A-1670	Prime/Paint 1st Coat Drywall - Area A - Lvl 1 - Restrooms - Phase 1A	2	13-Aug-26	14-Aug-26
1A-1690	Install Tile (North) - Area A - Lvl 1 - Restrooms - Phase 1A	8	17-Aug-26	26-Aug-26
1A-1770	Install Tile (South) - Area A - Lvl 1 - Restrooms - Phase 1A	8	27-Aug-26	08-Sep-26
1A-1840	Install Doors & Hardware - Area A - Lvl 1 - Restrooms - Phase 1A	3	09-Sep-26	11-Sep-26
1A-1850	Install Millwork - Area A - Lvl 1 - Restrooms - Phase 1A	4	09-Sep-26	14-Sep-26
1A-1860	Install Countertops - Area A - Lvl 1 - Restrooms - Phase 1A	4	09-Sep-26	14-Sep-26
1A-1880	Install Plumbing Fixtures & Trimout - Area A - Lvl 1 - Restrooms - Phase 1A	10	15-Sep-26	28-Sep-26
1A-2000	Install Toilet Partitions - Area A - Lvl 1 - Restrooms - Phase 1A	5	29-Sep-26	05-Oct-26
1A-2030	Install Bathroom Specialties - Area A - Lvl 1 - Restrooms - Phase 1A	5	06-Oct-26	12-Oct-26
1A-2120	Mechanical Trimout - Area A - Lvl 1 - Restrooms - Phase 1A	2	13-Oct-26	14-Oct-26
1A-2130	Fire Sprinkler Trimout - Area A - Lvl 1 - Restrooms - Phase 1A	2	13-Oct-26	14-Oct-26
1A-2140	Install Mirrors - Area A - Lvl 1 - Restrooms - Phase 1A	4	13-Oct-26	16-Oct-26
1A-2160	Install Elec/LV Fixtures & Trimout - Area A - Lvl 1 - Restrooms - Phase 1A	5	19-Oct-26	23-Oct-26
1A-2250	Touch Up Paint - Area A - Lvl 1 - Restrooms - Phase 1A	2	26-Oct-26	27-Oct-26
1A-2270	Rough Clean - Area A - Lvl 1 - Restrooms - Phase 1A	2	28-Oct-26	29-Oct-26
1st Floor - Final Clean & Punchlist		15	24-Nov-26	16-Dec-26



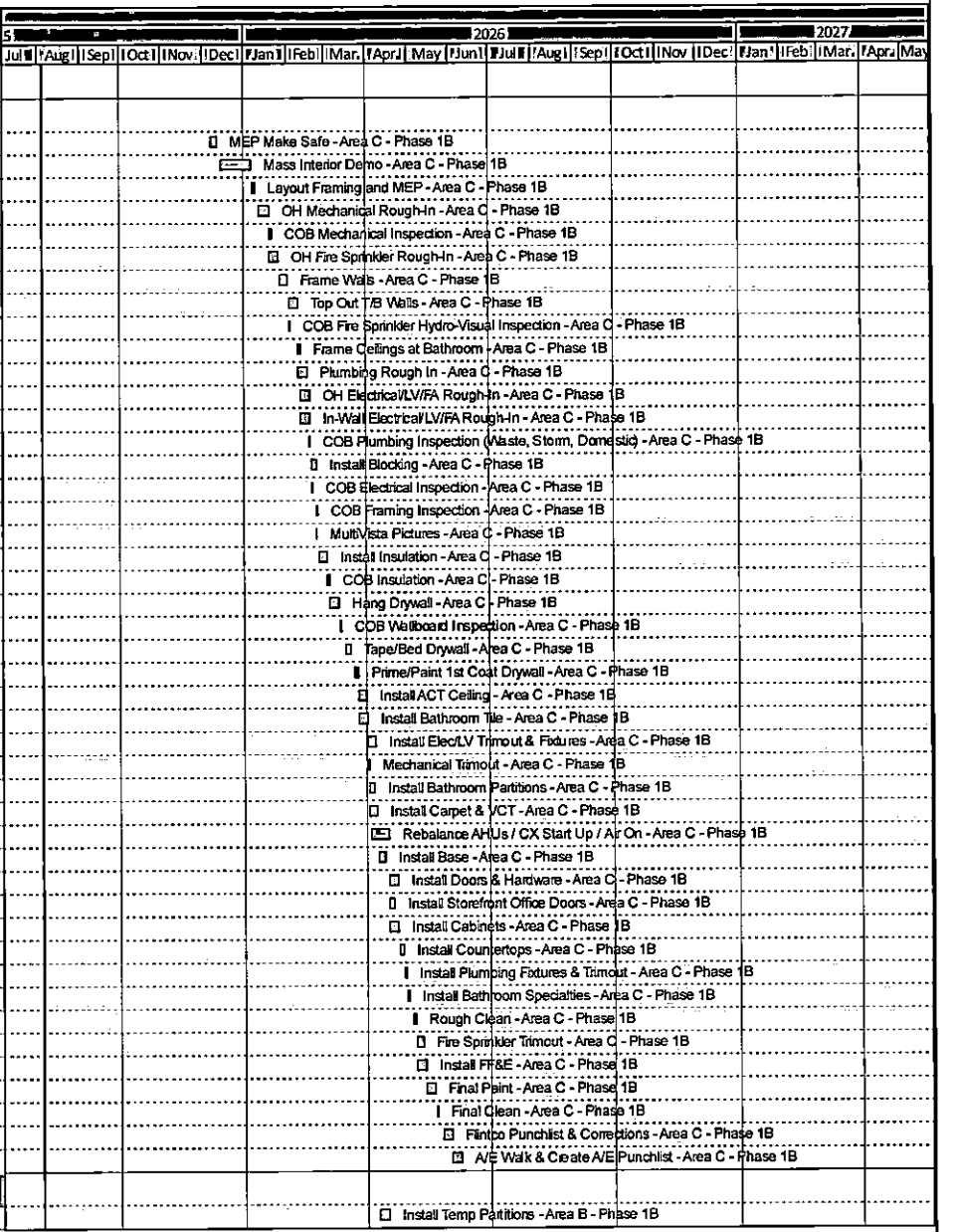
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
1A-2490	Final Clean - Area A - Lvl 1 - Phase 1A	5	24-Nov-26	02-Dec-26
1A-2510	Flintco Punchlist & Corrections - Area A - Lvl 1 - Phase 1A	5	03-Dec-26	09-Dec-26
1A-2520	A/E Walk & Create A/E Punchlist - Area A - Lvl 1 - Phase 1A	5	10-Dec-26	16-Dec-26
2nd Floor		143	21-May-26	14-Dec-26
2nd Floor - Interior Fitout		83	21-May-26	17-Sep-26
1A-1300	Layout Framing and MEP - Area A - Lvl 2 - Phase 1A	5	21-May-26	28-May-26
1A-1320	OH Mechanical Rough-In - Area A - Lvl 2 - Phase 1A	18	29-May-26	23-Jun-26
1A-1380	COB Mechanical Inspection - Area A - Lvl 2 - Phase 1A	2	24-Jun-26	25-Jun-26
1A-1390	OH Fire Sprinkler Rough-In - Area A - Lvl 2 - Phase 1A	13	24-Jun-26	13-Jul-26
1A-1470	Frame Walls - Area A - Lvl 2 - Phase 1A	8	14-Jul-26	23-Jul-26
1A-1550	Top Out T/B Walls - Area A - Lvl 2 - Phase 1A	8	24-Jul-26	04-Aug-26
1A-1560	COB Fire Sprinkler Hydro-Visual Inspection - Area A - Lvl 2 - Phase 1A	2	24-Jul-26	27-Jul-26
1A-1600	Frame Ceilings at Bathrooms - Area A - Lvl 2 - Phase 1A	2	05-Aug-26	06-Aug-26
1A-1610	Plumbing Rough In - Area A - Lvl 2 - Phase 1A	5	05-Aug-26	11-Aug-26
1A-1620	OH Electrical/LV/FA Rough-In - Area A - Lvl 2 - Phase 1A	8	07-Aug-26	18-Aug-26
1A-1630	In-Wall Electrical/LV/FA Rough-In - Area A - Lvl 2 - Phase 1A	8	07-Aug-26	18-Aug-26
1A-1660	COB Plumbing Inspection (Waste, Storm, Domestic) - Area A - Lvl 2 - Phase 1A	2	12-Aug-26	13-Aug-26
1A-1730	Install Blocking - Area A - Lvl 2 - Phase 1A	3	19-Aug-26	21-Aug-26
1A-1740	COB Electrical Inspection - Area A - Lvl 2 - Phase 1A	2	19-Aug-26	20-Aug-26
1A-1750	COB Framing Inspection - Area A - Lvl 2 - Phase 1A	2	21-Aug-26	24-Aug-26
1A-1760	MultiVista Pictures - Area A - Lvl 2 - Phase 1A	1	21-Aug-26	21-Aug-26
1A-1780	Install Insulation - Area A - Lvl 2 - Phase 1A	5	25-Aug-26	31-Aug-26
1A-1820	COB Insulation - Area A - Lvl 2 - Phase 1A	2	01-Sep-26	02-Sep-26
1A-1830	Hang Drywall - Area A - Lvl 2 - Phase 1A	8	03-Sep-26	15-Sep-26
1A-1950	COB Wallboard Inspection - Area A - Lvl 2 - Phase 1A	2	16-Sep-26	17-Sep-26
2nd Floor - Finishes		45	18-Sep-26	19-Nov-26
1A-1990	Tape/Bed Drywall - Area A - Lvl 2 - Phase 1A	5	18-Sep-26	24-Sep-26
1A-2050	Prime/Paint 1st Coat Drywall - Area A - Lvl 2 - Phase 1A	3	25-Sep-26	29-Sep-26
1A-2100	Install Ceiling Grid - Area A - Lvl 2 - Phase 1A	4	30-Sep-26	05-Oct-26
1A-2110	Install Bathroom Tile - Area A - Lvl 2 - Phase 1A	5	30-Sep-26	06-Oct-26
1A-2180	Install Elec/LV Trimout & Fixtures - Area A - Lvl 2 - Phase 1A	5	06-Oct-26	12-Oct-26
1A-2190	Mechanical Trimout - Area A - Lvl 2 - Phase 1A	2	06-Oct-26	07-Oct-26
1A-2200	Install Carpet & VCT - Area A - Lvl 2 - Phase 1A	8	07-Oct-26	16-Oct-26
1A-2210	CX Start Up / Air On - Area A - Lvl 2 - Phase 1A	1	08-Oct-26	08-Oct-26
1A-2230	Install Doors & Hardware - Area A - Lvl 2 - Phase 1A	10	09-Oct-26	22-Oct-26
1A-2240	Install Storefront Office Doors - Area A - Lvl 2 - Phase 1A	10	09-Oct-26	22-Oct-26
1A-2280	Install Cabinets - Area A - Lvl 2 - Phase 1A	4	19-Oct-26	22-Oct-26
1A-2300	Install Countertops - Area A - Lvl 2 - Phase 1A	2	23-Oct-26	26-Oct-26
1A-2310	Install Base - Area A - Lvl 2 - Phase 1A	6	23-Oct-26	30-Oct-26
1A-2330	Install Plumbing Fixtures & Trimout - Area A - Lvl 2 - Phase 1A	3	27-Oct-26	29-Oct-26
1A-2360	Install Bathroom Partitions - Area A - Lvl 2 - Phase 1A	3	30-Oct-26	03-Nov-26
1A-2370	Install Bathroom Specialties - Area A - Lvl 2 - Phase 1A	1	04-Nov-26	04-Nov-26
1A-2380	Rough Clean - Area A - Lvl 2 - Phase 1A	3	05-Nov-26	09-Nov-26
1A-2400	Fire Sprinkler Trimout - Area A - Lvl 2 - Phase 1A	3	10-Nov-26	12-Nov-26
1A-2440	Final Paint - Area A - Lvl 2 - Phase 1A	3	10-Nov-26	12-Nov-26
1A-2420	Install FF&E - Area A - Lvl 2 - Phase 1A	5	13-Nov-26	19-Nov-26
2nd Floor - Final Clean & Punchlist		15	20-Nov-26	14-Dec-26
1A-2460	Final Clean - Area A - Lvl 2 - Phase 1A	5	20-Nov-26	30-Nov-26
1A-2480	Flintco Punchlist & Corrections - Area A - Lvl 2 - Phase 1A	5	01-Dec-26	07-Dec-26
1A-2500	A/E Walk & Create A/E Punchlist - Area A - Lvl 2 - Phase 1A	5	08-Dec-26	14-Dec-26



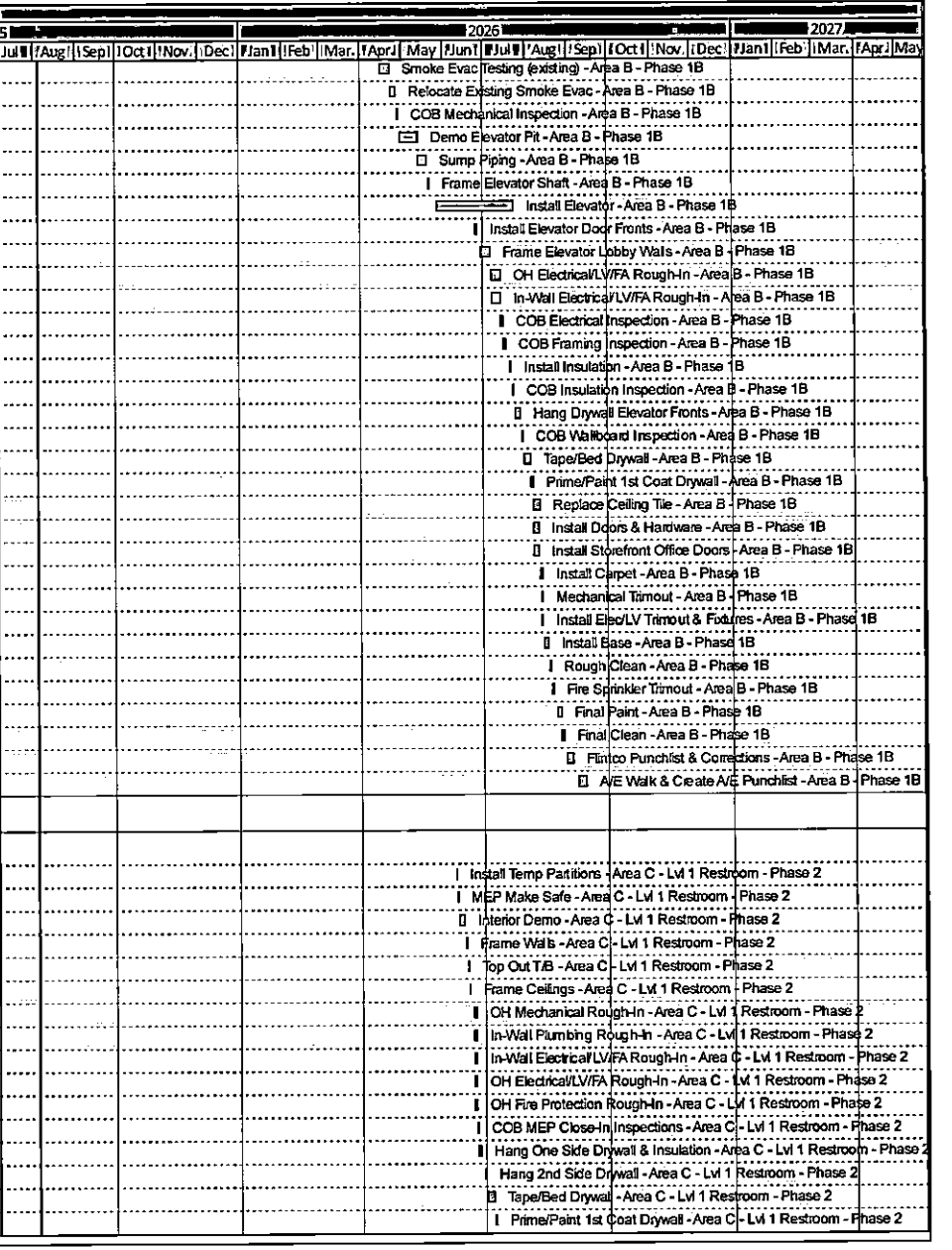
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
Phase 1B [AREA B/C]		196	08-Dec-25	14-Sep-26
Phase 1B - Corridor / Risk Management / HR [AREA C]		128	08-Dec-25	08-Jun-26
1B-1000	MEP Make Safe - Area C - Phase 1B	5	08-Dec-25	12-Dec-25
1B-1010	Mass Interior Demo - Area C - Phase 1B	15	15-Dec-25	06-Jan-26
1B-1020	Layout Framing and MEP - Area C - Phase 1B	3	07-Jan-26	09-Jan-26
1B-1030	OH Mechanical Rough-In - Area C - Phase 1B	6	12-Jan-26	19-Jan-26
1B-1040	COB Mechanical Inspection - Area C - Phase 1B	2	20-Jan-26	21-Jan-26
1B-1050	OH Fire Sprinkler Rough-In - Area C - Phase 1B	5	20-Jan-26	26-Jan-26
1B-1060	Frame Walls - Area C - Phase 1B	5	27-Jan-26	02-Feb-26
1B-1070	Top Out T/B Walls - Area C - Phase 1B	5	03-Feb-26	09-Feb-26
1B-1080	COB Fire Sprinkler Hydro-Visual Inspection - Area C - Phase 1B	2	03-Feb-26	04-Feb-26
1B-1090	Frame Ceilings at Bathroom - Area C - Phase 1B	2	10-Feb-26	11-Feb-26
1B-1100	Plumbing Rough In - Area C - Phase 1B	5	10-Feb-26	16-Feb-26
1B-1110	OH Electrical/LV/FA Rough-In - Area C - Phase 1B	5	12-Feb-26	18-Feb-26
1B-1120	In-Wall Electrical/LV/FA Rough-In - Area C - Phase 1B	5	12-Feb-26	18-Feb-26
1B-1130	COB Plumbing Inspection (Waste, Storm, Domestic) - Area C - Phase 1B	2	17-Feb-26	18-Feb-26
1B-1140	Install Blocking - Area C - Phase 1B	3	19-Feb-26	23-Feb-26
1B-1150	COB Electrical Inspection - Area C - Phase 1B	2	19-Feb-26	20-Feb-26
1B-1160	COB Framing Inspection - Area C - Phase 1B	2	23-Feb-26	24-Feb-26
1B-1170	MultiVista Pictures - Area C - Phase 1B	1	23-Feb-26	23-Feb-26
1B-1180	Install Insulation - Area C - Phase 1B	4	25-Feb-26	02-Mar-26
1B-1190	COB Insulation - Area C - Phase 1B	2	03-Mar-26	04-Mar-26
1B-1200	Hang Drywall - Area C - Phase 1B	5	05-Mar-26	11-Mar-26
1B-1210	COB Wallboard Inspection - Area C - Phase 1B	2	12-Mar-26	13-Mar-26
1B-1220	Tape/Bed Drywall - Area C - Phase 1B	5	16-Mar-26	20-Mar-26
1B-1230	Prime/Paint 1st Coat Drywall - Area C - Phase 1B	3	23-Mar-26	25-Mar-26
1B-1240	Install ACT Ceiling - Area C - Phase 1B	4	26-Mar-26	31-Mar-26
1B-1250	Install Bathroom Tile - Area C - Phase 1B	5	26-Mar-26	01-Apr-26
1B-1260	Install Elec/LV Trimout & Fixtures - Area C - Phase 1B	5	01-Apr-26	07-Apr-26
1B-1270	Mechanical Trimout - Area C - Phase 1B	2	01-Apr-26	02-Apr-26
1B-1280	Install Bathroom Partitions - Area C - Phase 1B	3	02-Apr-26	06-Apr-26
1B-1290	Install Carpet & VCT - Area C - Phase 1B	5	02-Apr-26	08-Apr-26
1B-1310	Rebalance AHUs / CX Start Up / Air On - Area C - Phase 1B	10	03-Apr-26	16-Apr-26
1B-1300	Install Base - Area C - Phase 1B	4	09-Apr-26	14-Apr-26
1B-1320	Install Doors & Hardware - Area C - Phase 1B	5	17-Apr-26	23-Apr-26
1B-1330	Install Storefront Office Doors - Area C - Phase 1B	2	17-Apr-26	20-Apr-26
1B-1340	Install Cabinets - Area C - Phase 1B	5	17-Apr-26	23-Apr-26
1B-1350	Install Countertops - Area C - Phase 1B	2	24-Apr-26	27-Apr-26
1B-1360	Install Plumbing Fixtures & Trimout - Area C - Phase 1B	2	28-Apr-26	29-Apr-26
1B-1370	Install Bathroom Specialties - Area C - Phase 1B	2	30-Apr-26	01-May-26
1B-1380	Rough Clean - Area C - Phase 1B	3	04-May-26	06-May-26
1B-1390	Fire Sprinkler Trimout - Area C - Phase 1B	3	07-May-26	11-May-26
1B-1400	Install FF&E - Area C - Phase 1B	5	07-May-26	13-May-26
1B-1410	Final Paint - Area C - Phase 1B	5	14-May-26	20-May-26
1B-1420	Final Clean - Area C - Phase 1B	2	21-May-26	22-May-26
1B-1430	Fintco Punchlist & Corrections - Area C - Phase 1B	5	26-May-26	01-Jun-26
1B-1440	A/E Walk & Create A/E Punchlist - Area C - Phase 1B	5	02-Jun-26	08-Jun-26
Phase 1B - Elevator 139/240 [AREA B]		110	09-Apr-26	14-Sep-26
1B-2000	Install Temp Partitions - Area B - Phase 1B	5	09-Apr-26	15-Apr-26



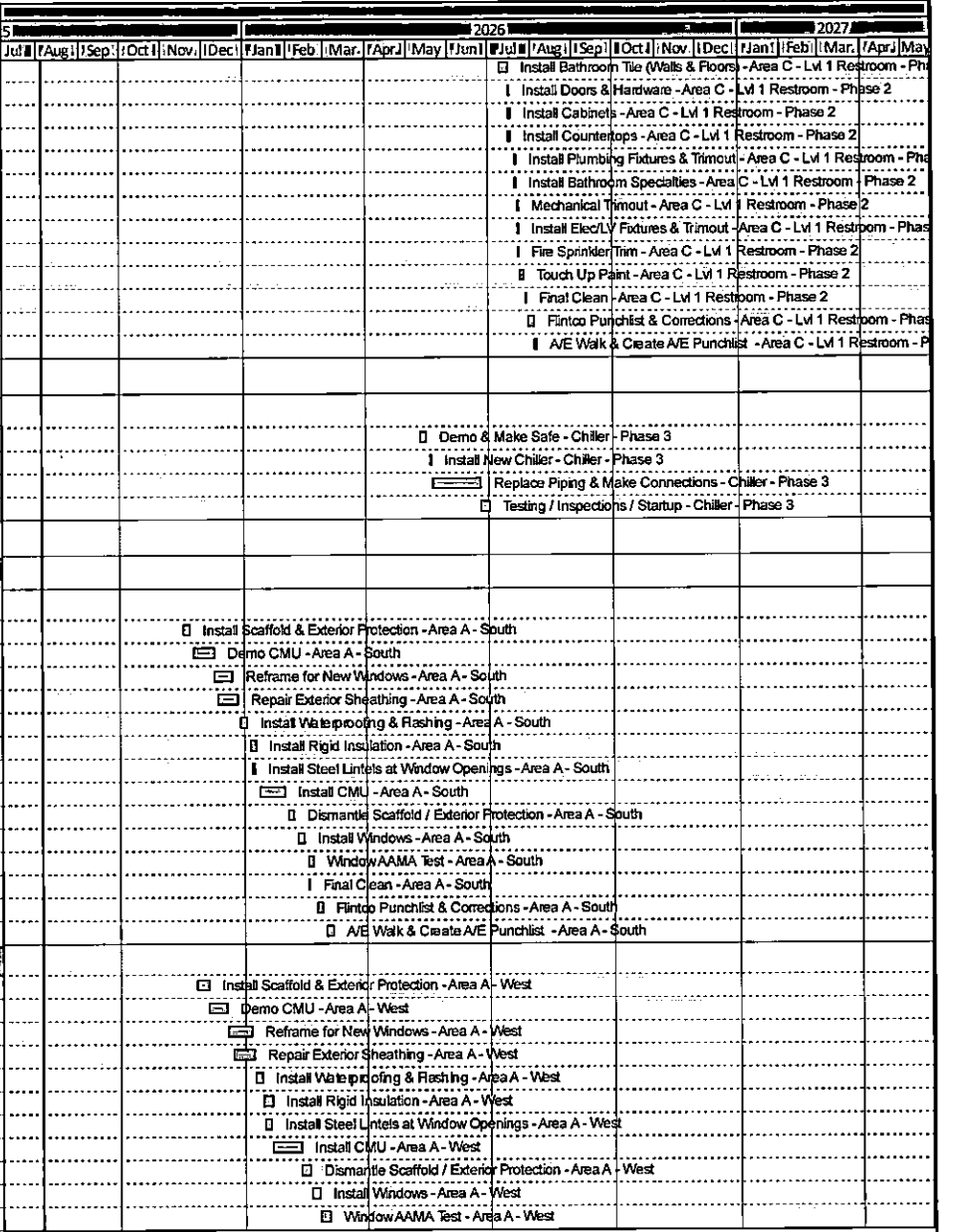
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
1B-2010	Smoke Evac Testing (existing) - Area B - Phase 1B	5	16-Apr-26	22-Apr-26
1B-2020	Relocate Existing Smoke Evac - Area B - Phase 1B	3	23-Apr-26	27-Apr-26
1B-2030	COB Mechanical Inspection - Area B - Phase 1B	2	28-Apr-26	29-Apr-26
1B-2040	Demo Elevator Pit - Area B - Phase 1B	10	30-Apr-26	13-May-26
1B-2050	Sump Piping - Area B - Phase 1B	5	14-May-26	20-May-26
1B-2060	Frame Elevator Shaft - Area B - Phase 1B	2	21-May-26	22-May-26
1B-2070	Install Elevator - Area B - Phase 1B	40	28-May-26	23-Jul-26
1B-2080	Install Elevator Door Fronts - Area B - Phase 1B	2	25-Jun-26	26-Jun-26
1B-2090	Frame Elevator Lobby Walls - Area B - Phase 1B	5	29-Jun-26	06-Jul-26
1B-2100	OH Electrical/LV/FA Rough-In - Area B - Phase 1B	5	07-Jul-26	13-Jul-26
1B-2110	In-Wall Electrical/LV/FA Rough-In - Area B - Phase 1B	5	07-Jul-26	13-Jul-26
1B-2120	COB Electrical Inspection - Area B - Phase 1B	2	14-Jul-26	15-Jul-26
1B-2130	COB Framing Inspection - Area B - Phase 1B	2	16-Jul-26	17-Jul-26
1B-2140	Install Insulation - Area B - Phase 1B	2	20-Jul-26	21-Jul-26
1B-2150	COB Insulation Inspection - Area B - Phase 1B	2	22-Jul-26	23-Jul-26
1B-2160	Hang Drywall Elevator Fronts - Area B - Phase 1B	3	24-Jul-26	28-Jul-26
1B-2170	COB Wallboard Inspection - Area B - Phase 1B	2	29-Jul-26	30-Jul-26
1B-2180	Tape/Bed Drywall - Area B - Phase 1B	3	31-Jul-26	04-Aug-26
1B-2190	Prime/Paint 1st Coat Drywall - Area B - Phase 1B	2	05-Aug-26	06-Aug-26
1B-2200	Replace Ceiling Tile - Area B - Phase 1B	3	07-Aug-26	11-Aug-26
1B-2210	Install Doors & Hardware - Area B - Phase 1B	2	07-Aug-26	10-Aug-26
1B-2220	Install Storefront Office Doors - Area B - Phase 1B	2	07-Aug-26	10-Aug-26
1B-2230	Install Carpet - Area B - Phase 1B	3	11-Aug-26	13-Aug-26
1B-2240	Mechanical Trimout - Area B - Phase 1B	2	12-Aug-26	13-Aug-26
1B-2250	Install Elec/LV Trimout & Fixtures - Area B - Phase 1B	2	12-Aug-26	13-Aug-26
1B-2260	Install Base - Area B - Phase 1B	2	14-Aug-26	17-Aug-26
1B-2270	Rough Clean - Area B - Phase 1B	2	18-Aug-26	19-Aug-26
1B-2280	Fire Sprinkler Trimout - Area B - Phase 1B	2	20-Aug-26	21-Aug-26
1B-2290	Final Paint - Area B - Phase 1B	3	24-Aug-26	26-Aug-26
1B-2300	Final Clean - Area B - Phase 1B	2	27-Aug-26	28-Aug-26
1B-2310	Flintco Punchlist & Corrections - Area B - Phase 1B	5	31-Aug-26	04-Sep-26
1B-2320	A/E Walk & Create A/E Punchlist - Area B - Phase 1B	5	08-Sep-26	14-Sep-26
Phase 2 [AREA C]		41	09-Jun-26	05-Aug-26
Phase 2 - Lvl 1 Restroom Renovation		41	09-Jun-26	05-Aug-26
2-1000	Install Temp Partitions - Area C - Lvl 1 Restroom - Phase 2	1	09-Jun-26	09-Jun-26
2-1010	MEP Make Safe - Area C - Lvl 1 Restroom - Phase 2	1	10-Jun-26	10-Jun-26
2-1020	Interior Demo - Area C - Lvl 1 Restroom - Phase 2	3	11-Jun-26	15-Jun-26
2-1030	Frame Walls - Area C - Lvl 1 Restroom - Phase 2	2	16-Jun-26	17-Jun-26
2-1040	Top Out T/B - Area C - Lvl 1 Restroom - Phase 2	1	18-Jun-26	18-Jun-26
2-1050	Frame Ceilings - Area C - Lvl 1 Restroom - Phase 2	1	19-Jun-26	19-Jun-26
2-1060	OH Mechanical Rough-In - Area C - Lvl 1 Restroom - Phase 2	2	22-Jun-26	23-Jun-26
2-1070	In-Wall Plumbing Rough-In - Area C - Lvl 1 Restroom - Phase 2	2	22-Jun-26	23-Jun-26
2-1080	In-Wall Electrical/LV/FA Rough-In - Area C - Lvl 1 Restroom - Phase 2	2	22-Jun-26	23-Jun-26
2-1090	OH Electrical/LV/FA Rough-In - Area C - Lvl 1 Restroom - Phase 2	2	22-Jun-26	23-Jun-26
2-1100	OH Fire Protection Rough-In - Area C - Lvl 1 Restroom - Phase 2	2	22-Jun-26	23-Jun-26
2-1110	COB MEP Close-In Inspections - Area C - Lvl 1 Restroom - Phase 2	1	24-Jun-26	24-Jun-26
2-1120	Hang One Side Drywall & Insulation - Area C - Lvl 1 Restroom - Phase 2	2	25-Jun-26	26-Jun-26
2-1130	Hang 2nd Side Drywall - Area C - Lvl 1 Restroom - Phase 2	2	29-Jun-26	30-Jun-26
2-1140	Tape/Bed Drywall - Area C - Lvl 1 Restroom - Phase 2	3	01-Jul-26	06-Jul-26
2-1150	Prime/Paint 1st Coat Drywall - Area C - Lvl 1 Restroom - Phase 2	2	07-Jul-26	08-Jul-26



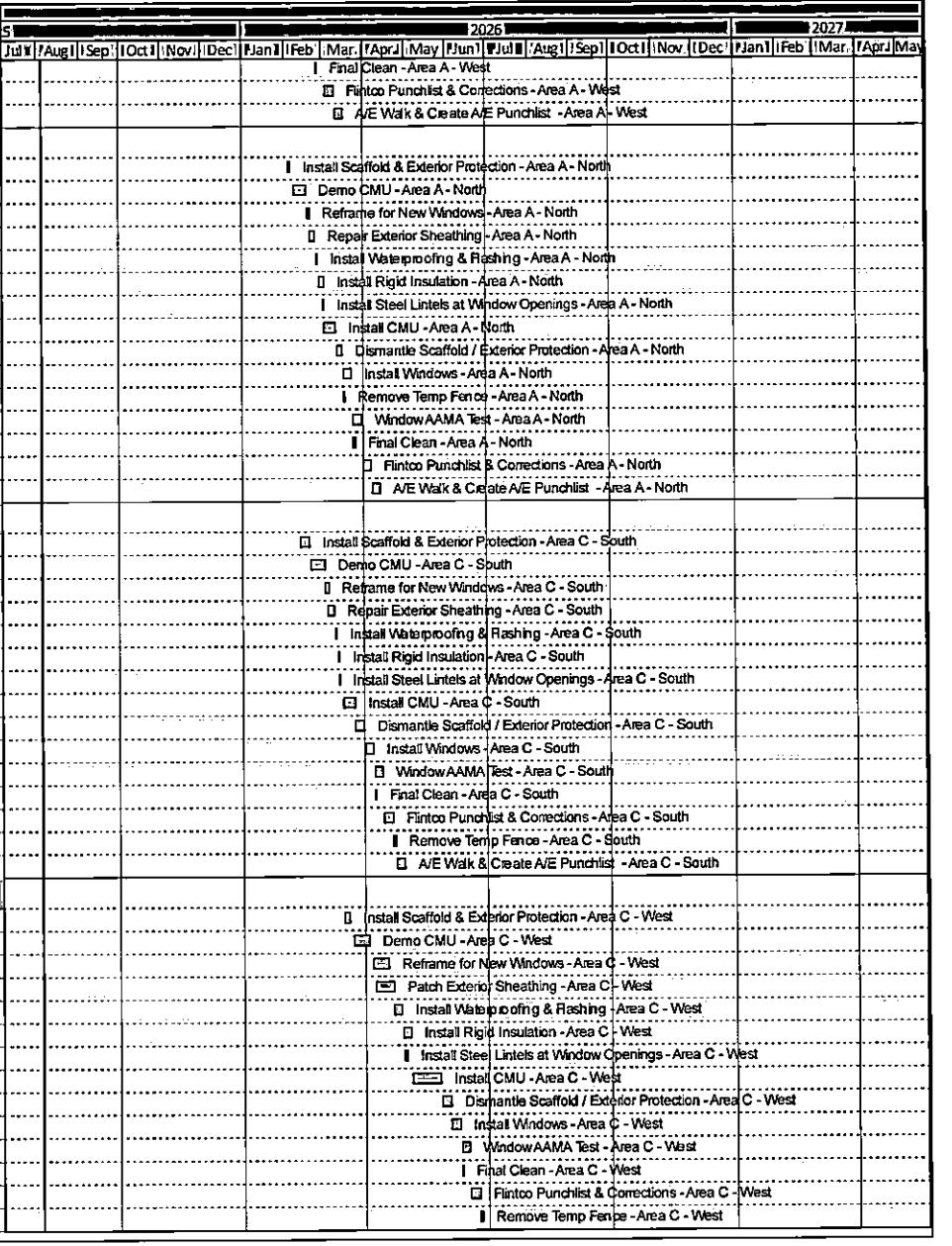
Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
2-1160	Install Bathroom Tile (Walls & Floors) - Area C - Lvl 1 Restroom - Phase 2	5	09-Jul-26	15-Jul-26
2-1170	Install Doors & Hardware - Area C - Lvl 1 Restroom - Phase 2	1	16-Jul-26	16-Jul-26
2-1180	Install Cabinets - Area C - Lvl 1 Restroom - Phase 2	2	16-Jul-26	17-Jul-26
2-1190	Install Countertops - Area C - Lvl 1 Restroom - Phase 2	2	16-Jul-26	17-Jul-26
2-1200	Install Plumbing Fixtures & Trimout - Area C - Lvl 1 Restroom - Phase 2	2	20-Jul-26	21-Jul-26
2-1210	Install Bathroom Specialties - Area C - Lvl 1 Restroom - Phase 2	2	20-Jul-26	21-Jul-26
2-1220	Mechanical Trimout - Area C - Lvl 1 Restroom - Phase 2	2	22-Jul-26	23-Jul-26
2-1230	Install Elec/LV Fixtures & Trimout - Area C - Lvl 1 Restroom - Phase 2	2	22-Jul-26	23-Jul-26
2-1240	Fire Sprinkler Trim - Area C - Lvl 1 Restroom - Phase 2	2	22-Jul-26	23-Jul-26
2-1250	Touch Up Paint - Area C - Lvl 1 Restroom - Phase 2	2	24-Jul-26	27-Jul-26
2-1260	Final Clean - Area C - Lvl 1 Restroom - Phase 2	2	28-Jul-26	29-Jul-26
2-1270	Flintco Punchlist & Corrections - Area C - Lvl 1 Restroom - Phase 2	3	30-Jul-26	03-Aug-26
2-1280	A/E Walk & Create A/E Punchlist - Area C - Lvl 1 Restroom - Phase 2	2	04-Aug-26	05-Aug-26
Phase 3 [AREA B]		37	11-May-26	01-Jul-26
Phase 3 - New Chillers		37	11-May-26	01-Jul-26
3-1000	Demo & Make Safe - Chiller - Phase 3	5	11-May-26	15-May-26
3-1010	Install New Chiller - Chiller - Phase 3	2	18-May-26	19-May-26
3-1020	Replace Piping & Make Connections - Chiller - Phase 3	25	20-May-26	24-Jun-26
3-1030	Testing / Inspections / Startup - Chiller - Phase 3	5	25-Jun-26	01-Jul-26
Envelope/Exterior Upgrades [ALL AREAS]		313	30-Sep-25	23-Dec-26
Facade Upgrades		278	17-Nov-25	22-Dec-26
Area A - South Facade Upgrades		76	17-Nov-25	06-Mar-26
FAC.A-1000	Install Scaffold & Exterior Protection - Area A - South	5	17-Nov-25	21-Nov-25
FAC.A-1010	Demo CMU - Area A - South	10	24-Nov-25	09-Dec-25
FAC.A-1020	Reframe for New Windows - Area A - South	10	10-Dec-25	23-Dec-25
FAC.A-1030	Repair Exterior Sheathing - Area A - South	10	12-Dec-25	26-Dec-25
FAC.A-1040	Install Waterproofing & Flashing - Area A - South	4	29-Dec-25	02-Jan-26
FAC.A-1050	Install Rigid Insulation - Area A - South	5	05-Jan-26	09-Jan-26
FAC.A-1060	Install Steel Lintels at Window Openings - Area A - South	3	06-Jan-26	08-Jan-26
FAC.A-1070	Install CMU - Area A - South	15	12-Jan-26	30-Jan-26
FAC.A-1080	Dismantle Scaffold / Exterior Protection - Area A - South	5	02-Feb-26	06-Feb-26
FAC.A-1090	Install Windows - Area A - South	5	09-Feb-26	13-Feb-26
FAC.A-1100	WindowAAMA Test - Area A - South	5	16-Feb-26	20-Feb-26
FAC.A-1110	Final Clean - Area A - South	2	16-Feb-26	17-Feb-26
FAC.A-1120	Flintco Punchlist & Corrections - Area A - South	5	23-Feb-26	27-Feb-26
FAC.A-1130	A/E Walk & Create A/E Punchlist - Area A - South	5	02-Mar-26	06-Mar-26
Area A - West Facade Upgrades (Elevator 3 Corner Leftout)		76	25-Nov-25	17-Mar-26
FAC.A-2000	Install Scaffold & Exterior Protection - Area A - West	5	26-Nov-25	04-Dec-25
FAC.A-2010	Demo CMU - Area A - West	10	05-Dec-25	18-Dec-25
FAC.A-2020	Reframe for New Windows - Area A - West	10	19-Dec-25	05-Jan-26
FAC.A-2030	Repair Exterior Sheathing - Area A - West	10	23-Dec-25	07-Jan-26
FAC.A-2040	Install Waterproofing & Flashing - Area A - West	4	08-Jan-26	13-Jan-26
FAC.A-2050	Install Rigid Insulation - Area A - West	5	14-Jan-26	20-Jan-26
FAC.A-2060	Install Steel Lintels at Window Openings - Area A - West	3	15-Jan-26	19-Jan-26
FAC.A-2070	Install CMU - Area A - West	15	21-Jan-26	10-Feb-26
FAC.A-2080	Dismantle Scaffold / Exterior Protection - Area A - West	5	11-Feb-26	17-Feb-26
FAC.A-2090	Install Windows - Area A - West	5	18-Feb-26	24-Feb-26
FAC.A-2100	WindowAAMA Test - Area A - West	5	25-Feb-26	03-Mar-26

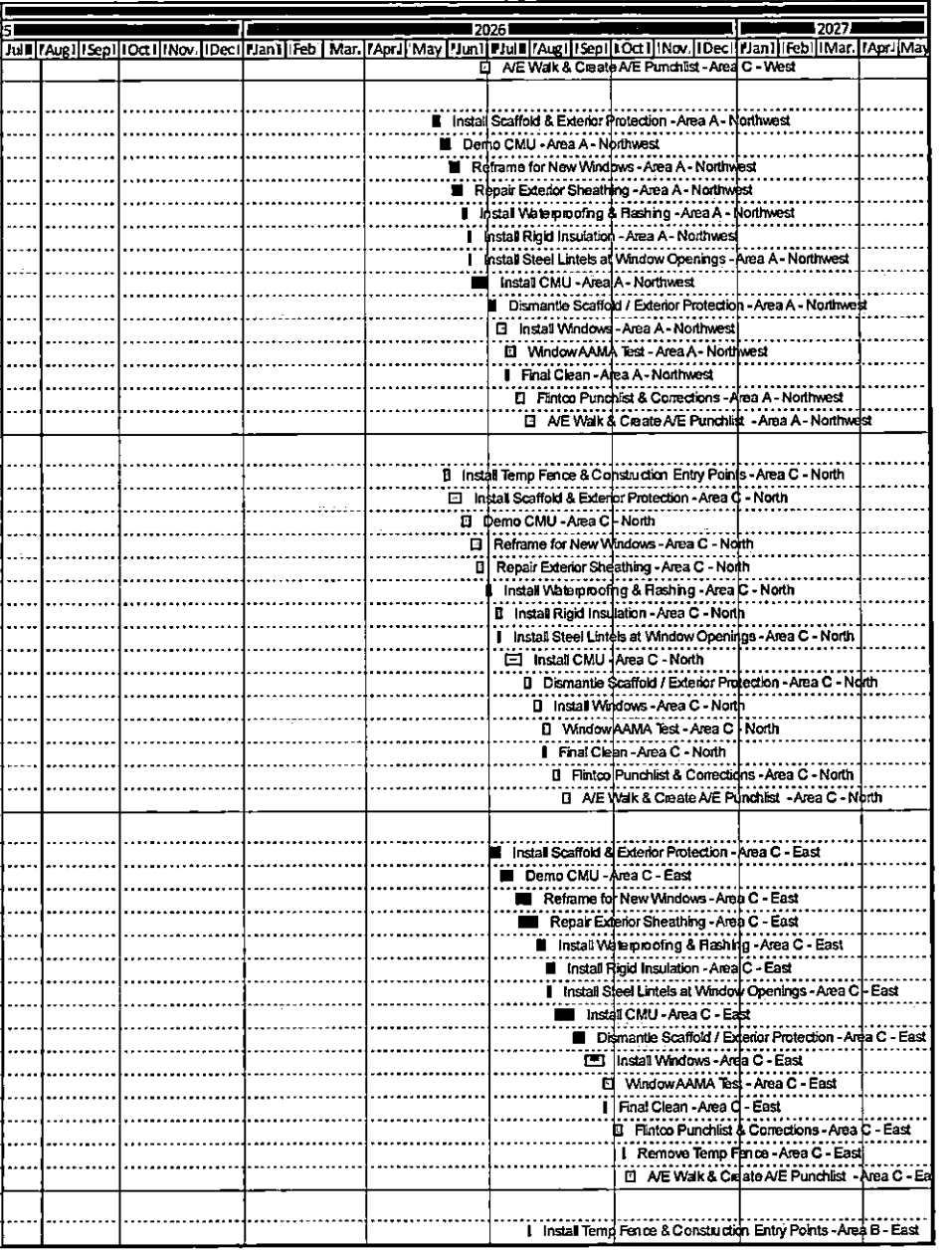


Brazos Valley Admin TI - RFP Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish
FAC.A-2110	Final Clean - Area A - West	2	25-Feb-26	26-Feb-26
FAC.A-2120	Flintco Punchlist & Corrections - Area A - West	5	04-Mar-26	10-Mar-26
FAC.A-2130	A/E Walk & Create A/E Punchlist - Area A - West	5	11-Mar-26	17-Mar-26
Area A - North Facade Upgrades		49	04-Feb-26	13-Apr-26
FAC.A-3000	Install Scaffold & Exterior Protection - Area A - North	3	04-Feb-26	06-Feb-26
FAC.A-3010	Demo CMU - Area A - North	7	09-Feb-26	17-Feb-26
FAC.A-3020	Reframe for New Windows - Area A - North	3	18-Feb-26	20-Feb-26
FAC.A-3030	Repair Exterior Sheathing - Area A - North	3	20-Feb-26	24-Feb-26
FAC.A-3040	Install Waterproofing & Flashing - Area A - North	2	25-Feb-26	26-Feb-26
FAC.A-3050	Install Rigid Insulation - Area A - North	2	27-Feb-26	02-Mar-26
FAC.A-3060	Install Steel Lintels at Window Openings - Area A - North	1	02-Mar-26	02-Mar-26
FAC.A-3070	Install CMU - Area A - North	7	03-Mar-26	11-Mar-26
FAC.A-3080	Dismantle Scaffold / Exterior Protection - Area A - North	3	12-Mar-26	16-Mar-26
FAC.A-3090	Install Windows - Area A - North	5	17-Mar-26	23-Mar-26
FAC.A-3100	Remove Temp Fence - Area A - North	2	17-Mar-26	18-Mar-26
FAC.A-3110	Window AAMA Test - Area A - North	5	24-Mar-26	30-Mar-26
FAC.A-3120	Final Clean - Area A - North	2	24-Mar-26	25-Mar-26
FAC.A-3130	Flintco Punchlist & Corrections - Area A - North	5	31-Mar-26	06-Apr-26
FAC.A-3140	A/E Walk & Create A/E Punchlist - Area A - North	5	07-Apr-26	13-Apr-26
Area C - South Facade Upgrades (Over Existing Roofing)		55	13-Feb-26	30-Apr-26
FAC.C-1000	Install Scaffold & Exterior Protection - Area C - South	5	13-Feb-26	19-Feb-26
FAC.C-1010	Demo CMU - Area C - South	7	20-Feb-26	02-Mar-26
FAC.C-1020	Reframe for New Windows - Area C - South	3	03-Mar-26	05-Mar-26
FAC.C-1030	Repair Exterior Sheathing - Area C - South	3	05-Mar-26	09-Mar-26
FAC.C-1040	Install Waterproofing & Flashing - Area C - South	2	10-Mar-26	11-Mar-26
FAC.C-1050	Install Rigid Insulation - Area C - South	2	12-Mar-26	13-Mar-26
FAC.C-1060	Install Steel Lintels at Window Openings - Area C - South	1	13-Mar-26	13-Mar-26
FAC.C-1070	Install CMU - Area C - South	7	16-Mar-26	24-Mar-26
FAC.C-1080	Dismantle Scaffold / Exterior Protection - Area C - South	5	25-Mar-26	31-Mar-26
FAC.C-1090	Install Windows - Area C - South	5	01-Apr-26	07-Apr-26
FAC.C-1100	Window AAMA Test - Area C - South	5	08-Apr-26	14-Apr-26
FAC.C-1110	Final Clean - Area C - South	2	08-Apr-26	09-Apr-26
FAC.C-1120	Flintco Punchlist & Corrections - Area C - South	5	15-Apr-26	21-Apr-26
FAC.C-1130	Remove Temp Fence - Area C - South	2	22-Apr-26	23-Apr-26
FAC.C-1140	A/E Walk & Create A/E Punchlist - Area C - South	5	24-Apr-26	30-Apr-26
Area C - West Facade Upgrades		78	16-Mar-26	02-Jul-26
FAC.C-2000	Install Scaffold & Exterior Protection - Area C - West	5	16-Mar-26	20-Mar-26
FAC.C-2010	Demo CMU - Area C - West	10	23-Mar-26	03-Apr-26
FAC.C-2020	Reframe for New Windows - Area C - West	10	06-Apr-26	17-Apr-26
FAC.C-2030	Patch Exterior Sheathing - Area C - West	10	08-Apr-26	21-Apr-26
FAC.C-2040	Install Waterproofing & Flashing - Area C - West	4	22-Apr-26	27-Apr-26
FAC.C-2050	Install Rigid Insulation - Area C - West	5	28-Apr-26	04-May-26
FAC.C-2060	Install Steel Lintels at Window Openings - Area C - West	3	29-Apr-26	01-May-26
FAC.C-2070	Install CMU - Area C - West	15	05-May-26	26-May-26
FAC.C-2080	Dismantle Scaffold / Exterior Protection - Area C - West	5	27-May-26	02-Jun-26
FAC.C-2090	Install Windows - Area C - West	5	03-Jun-26	09-Jun-26
FAC.C-2100	Window AAMA Test - Area C - West	5	10-Jun-26	16-Jun-26
FAC.C-2110	Final Clean - Area C - West	2	10-Jun-26	11-Jun-26
FAC.C-2120	Flintco Punchlist & Corrections - Area C - West	5	17-Jun-26	23-Jun-26
FAC.C-2130	Remove Temp Fence - Area C - West	2	24-Jun-26	25-Jun-26

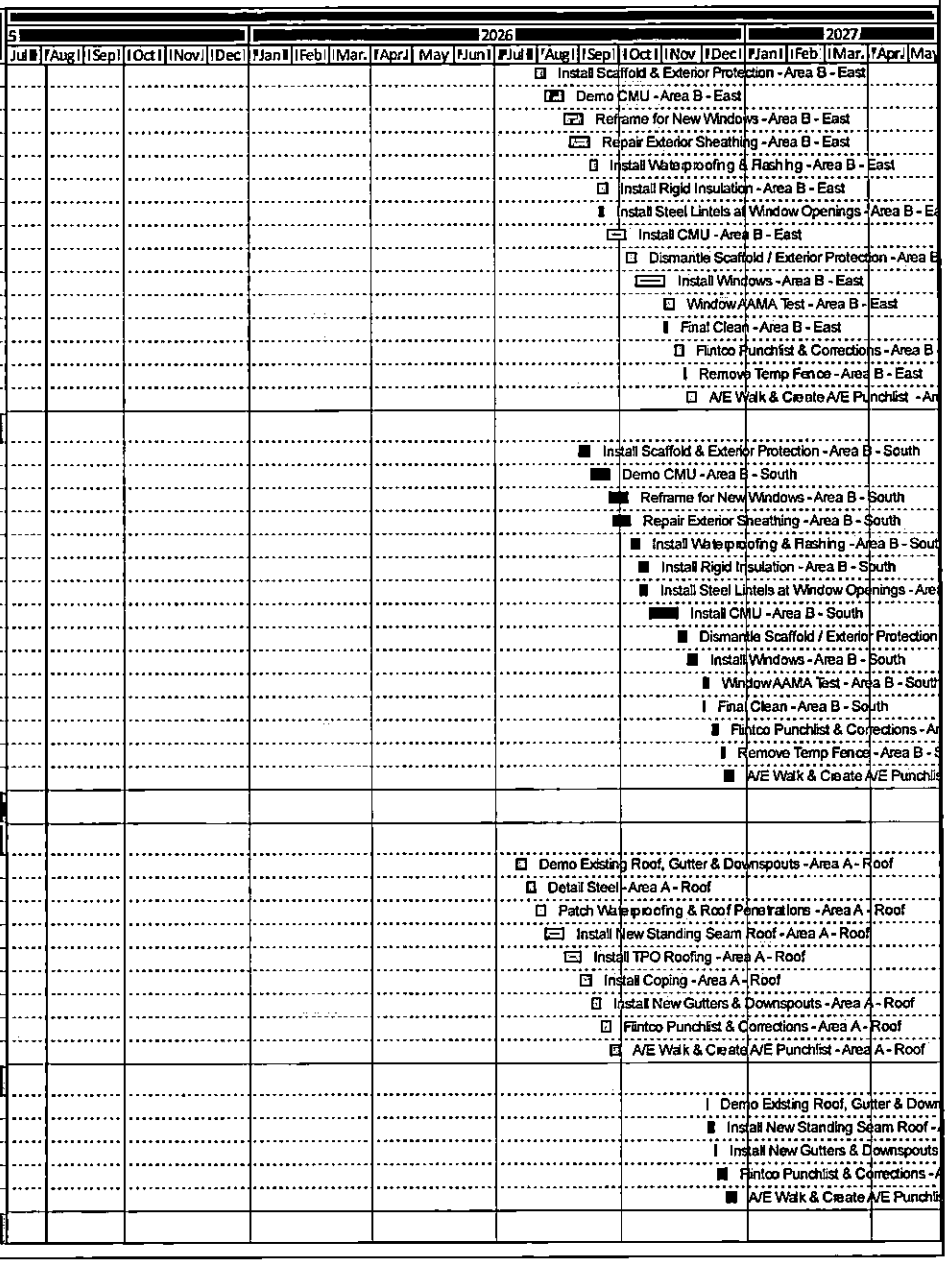


Activity ID	Activity Name	Orig Dur	Start	Finish
FAC.C-2140	A/E Walk & Create A/E Punchlist - Area C - West	5	26-Jun-26	02-Jul-26
Area A - Northwest Facade (Elevator 3 Leaveout Area)		**51**	**21-May-26**	**03-Aug-26**
FAC.A-4000	Install Scaffold & Exterior Protection - Area A - Northwest	3	21-May-26	26-May-26
FAC.A-4010	Demo CMU - Area A - Northwest	5	27-May-26	02-Jun-26
FAC.A-4020	Reframe for New Windows - Area A - Northwest	5	03-Jun-26	09-Jun-26
FAC.A-4030	Repair Exterior Sheathing - Area A - Northwest	5	05-Jun-26	11-Jun-26
FAC.A-4040	Install Waterproofing & Flashing - Area A - Northwest	2	12-Jun-26	15-Jun-26
FAC.A-4050	Install Rigid Insulation - Area A - Northwest	3	16-Jun-26	18-Jun-26
FAC.A-4060	Install Steel Lintels at Window Openings - Area A - Northwest	2	17-Jun-26	18-Jun-26
FAC.A-4070	Install CMU - Area A - Northwest	8	19-Jun-26	30-Jun-26
FAC.A-4080	Dismantle Scaffold / Exterior Protection - Area A - Northwest	3	01-Jul-26	06-Jul-26
FAC.A-4090	Install Windows - Area A - Northwest	5	07-Jul-26	13-Jul-26
FAC.A-4100	Window AAMA Test - Area A - Northwest	5	14-Jul-26	20-Jul-26
FAC.A-4110	Final Clean - Area A - Northwest	2	14-Jul-26	15-Jul-26
FAC.A-4120	Flintco Punchlist & Corrections - Area A - Northwest	5	21-Jul-26	27-Jul-26
FAC.A-4130	A/E Walk & Create A/E Punchlist - Area A - Northwest	5	28-Jul-26	03-Aug-26
Area C - North Facade Upgrades		**65**	**29-May-26**	**28-Aug-26**
FAC.C-3000	Install Temp Fence & Construction Entry Points - Area C - North	2	29-May-26	01-Jun-26
FAC.C-3010	Install Scaffold & Exterior Protection - Area C - North	7	02-Jun-26	10-Jun-26
FAC.C-3020	Demo CMU - Area C - North	5	11-Jun-26	17-Jun-26
FAC.C-3030	Reframe for New Windows - Area C - North	5	18-Jun-26	24-Jun-26
FAC.C-3040	Repair Exterior Sheathing - Area C - North	5	22-Jun-26	26-Jun-26
FAC.C-3050	Install Waterproofing & Flashing - Area C - North	4	29-Jun-26	02-Jul-26
FAC.C-3060	Install Rigid Insulation - Area C - North	5	06-Jul-26	10-Jul-26
FAC.C-3070	Install Steel Lintels at Window Openings - Area C - North	3	07-Jul-26	09-Jul-26
FAC.C-3080	Install CMU - Area C - North	10	13-Jul-26	24-Jul-26
FAC.C-3090	Dismantle Scaffold / Exterior Protection - Area C - North	5	27-Jul-26	31-Jul-26
FAC.C-3100	Install Windows - Area C - North	5	03-Aug-26	07-Aug-26
FAC.C-3110	Window AAMA Test - Area C - North	5	10-Aug-26	14-Aug-26
FAC.C-3120	Final Clean - Area C - North	2	10-Aug-26	11-Aug-26
FAC.C-3130	Flintco Punchlist & Corrections - Area C - North	5	17-Aug-26	21-Aug-26
FAC.C-3140	A/E Walk & Create A/E Punchlist - Area C - North	5	24-Aug-26	28-Aug-26
Area C - East Facade Upgrades		**75**	**01-Jul-26**	**15-Oct-26**
FAC.C-4000	Install Scaffold & Exterior Protection - Area C - East	5	01-Jul-26	08-Jul-26
FAC.C-4010	Demo CMU - Area C - East	7	09-Jul-26	17-Jul-26
FAC.C-4020	Reframe for New Windows - Area C - East	10	20-Jul-26	31-Jul-26
FAC.C-4030	Repair Exterior Sheathing - Area C - East	10	22-Jul-26	04-Aug-26
FAC.C-4040	Install Waterproofing & Flashing - Area C - East	4	05-Aug-26	10-Aug-26
FAC.C-4050	Install Rigid Insulation - Area C - East	5	11-Aug-26	17-Aug-26
FAC.C-4060	Install Steel Lintels at Window Openings - Area C - East	3	12-Aug-26	14-Aug-26
FAC.C-4070	Install CMU - Area C - East	10	18-Aug-26	31-Aug-26
FAC.C-4080	Dismantle Scaffold / Exterior Protection - Area C - East	5	01-Sep-26	08-Sep-26
FAC.C-4090	Install Windows - Area C - East	10	09-Sep-26	22-Sep-26
FAC.C-4100	Window AAMA Test - Area C - East	5	23-Sep-26	29-Sep-26
FAC.C-4110	Final Clean - Area C - East	2	23-Sep-26	24-Sep-26
FAC.C-4120	Flintco Punchlist & Corrections - Area C - East	5	30-Sep-26	06-Oct-26
FAC.C-4130	Remove Temp Fence - Area C - East	2	07-Oct-26	08-Oct-26
FAC.C-4140	A/E Walk & Create A/E Punchlist - Area C - East	5	09-Oct-26	15-Oct-26
Area B - East Facade Upgrades		**65**	**29-Jul-26**	**28-Nov-26**
FAC.B-1000	Install Temp Fence & Construction Entry Points - Area B - East	2	29-Jul-26	30-Jul-26

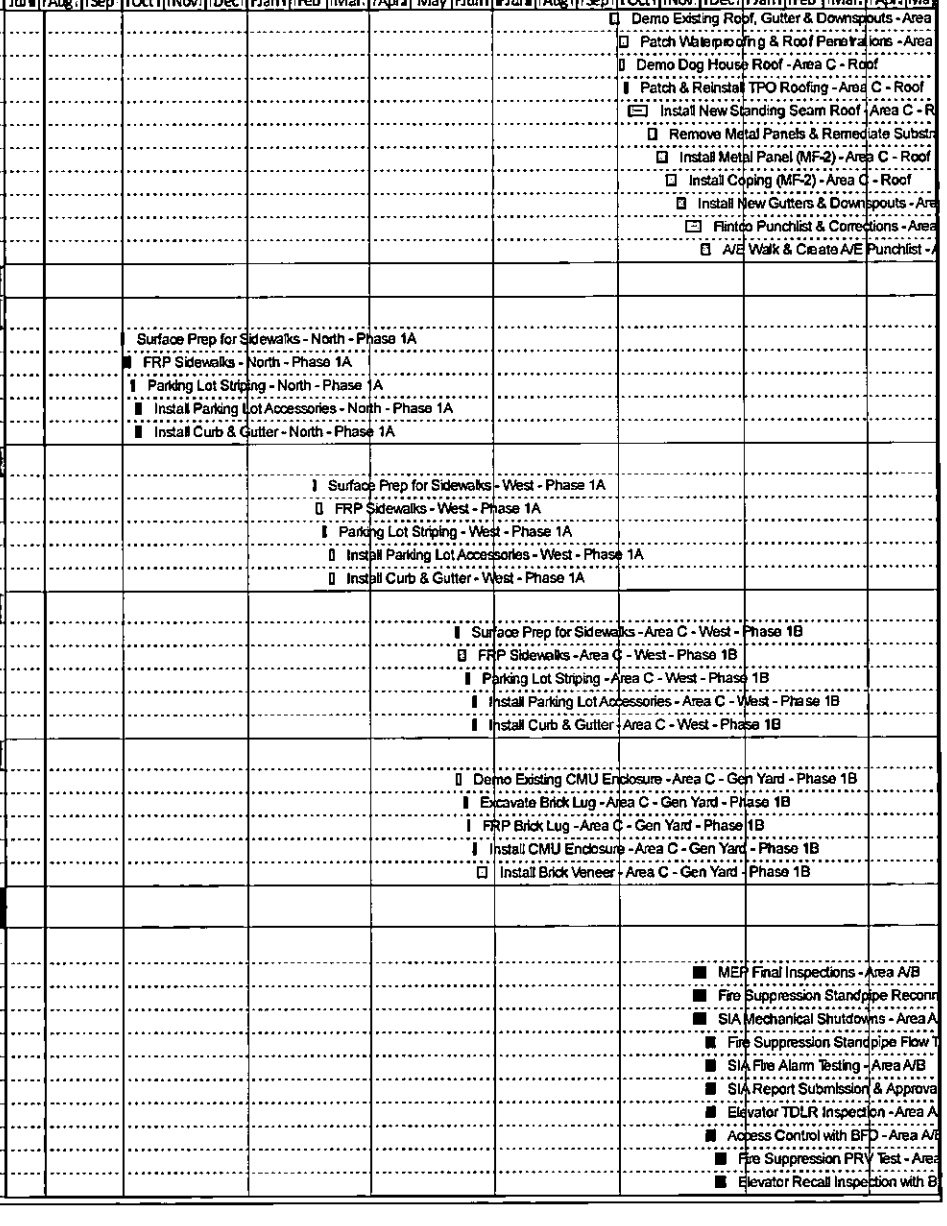


Brazos Valley Admin TI - RFP Schedule

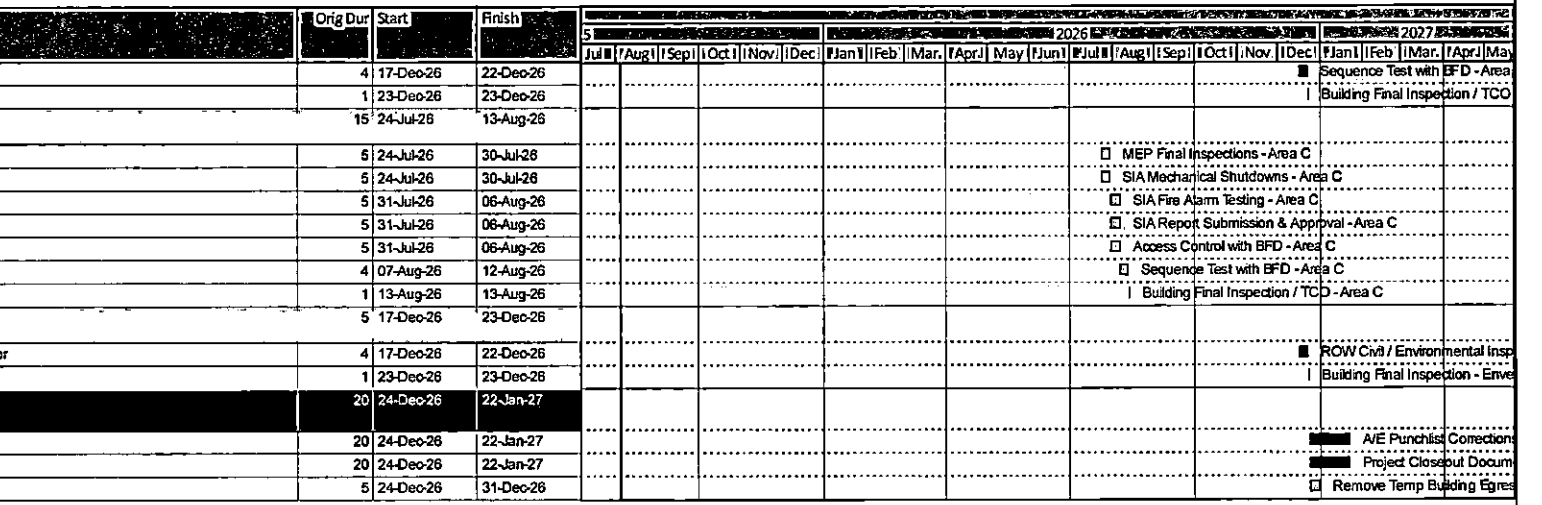
Activity ID	Activity Name	Orig Dur	Start	Finish
FAC.B-1010	Install Scaffold & Exterior Protection - Area B - East	5	31-Jul-26	06-Aug-26
FAC.B-1020	Demo CMU - Area B - East	10	07-Aug-26	20-Aug-26
FAC.B-1030	Reframe for New Windows - Area B - East	10	21-Aug-26	03-Sep-26
FAC.B-1040	Repair Exterior Sheathing - Area B - East	10	25-Aug-26	08-Sep-26
FAC.B-1050	Install Waterproofing & Flashing - Area B - East	4	09-Sep-26	14-Sep-26
FAC.B-1060	Install Rigid Insulation - Area B - East	5	15-Sep-26	21-Sep-26
FAC.B-1070	Install Steel Lintels at Window Openings - Area B - East	3	16-Sep-26	18-Sep-26
FAC.B-1080	Install CMU - Area B - East	10	22-Sep-26	05-Oct-26
FAC.B-1090	Dismantle Scaffold / Exterior Protection - Area B - East	5	06-Oct-26	12-Oct-26
FAC.B-1100	Install Windows - Area B - East	15	13-Oct-26	02-Nov-26
FAC.B-1110	Window AAMA Test - Area B - East	5	03-Nov-26	09-Nov-26
FAC.B-1120	Final Clean - Area B - East	2	03-Nov-26	04-Nov-26
FAC.B-1130	Flintco Punchlist & Corrections - Area B - East	5	10-Nov-26	16-Nov-26
FAC.B-1140	Remove Temp Fence - Area B - East	2	17-Nov-26	18-Nov-26
FAC.B-1150	A/E Walk & Create A/E Punchlist - Area B - East	5	19-Nov-26	25-Nov-26
Area B - South Facade Upgrades		78	01-Sep-26	22-Dec-26
FAC.B-2000	Install Scaffold & Exterior Protection - Area B - South	5	01-Sep-26	08-Sep-26
FAC.B-2010	Demo CMU - Area B - South	10	09-Sep-26	22-Sep-26
FAC.B-2020	Reframe for New Windows - Area B - South	10	23-Sep-26	06-Oct-26
FAC.B-2030	Repair Exterior Sheathing - Area B - South	10	25-Sep-26	08-Oct-26
FAC.B-2040	Install Waterproofing & Flashing - Area B - South	4	09-Oct-26	14-Oct-26
FAC.B-2050	Install Rigid Insulation - Area B - South	5	15-Oct-26	21-Oct-26
FAC.B-2060	Install Steel Lintels at Window Openings - Area B - South	3	16-Oct-26	20-Oct-26
FAC.B-2070	Install CMU - Area B - South	15	22-Oct-26	11-Nov-26
FAC.B-2080	Dismantle Scaffold / Exterior Protection - Area B - South	5	12-Nov-26	18-Nov-26
FAC.B-2090	Install Windows - Area B - South	5	19-Nov-26	25-Nov-26
FAC.B-2100	Window AAMA Test - Area B - South	5	30-Nov-26	04-Dec-26
FAC.B-2110	Final Clean - Area B - South	2	30-Nov-26	01-Dec-26
FAC.B-2120	Flintco Punchlist & Corrections - Area B - South	5	07-Dec-26	11-Dec-26
FAC.B-2130	Remove Temp Fence - Area B - South	2	14-Dec-26	15-Dec-26
FAC.B-2140	A/E Walk & Create A/E Punchlist - Area B - South	5	16-Dec-26	22-Dec-26
Roof Upgrades		112	16-Jul-26	23-Dec-26
Area A - Roof Upgrades		53	16-Jul-26	29-Sep-26
RFA-1000	Demo Existing Roof, Gutter & Downspouts - Area A - Roof	5	16-Jul-26	22-Jul-26
RFA-1010	Detail Steel - Area A - Roof	5	23-Jul-26	29-Jul-26
RFA-1020	Patch Waterproofing & Roof Penetrations - Area A - Roof	5	30-Jul-26	05-Aug-26
RFA-1030	Install New Standing Seam Roof - Area A - Roof	10	06-Aug-26	19-Aug-26
RFA-1040	Install TPO Roofing - Area A - Roof	8	20-Aug-26	31-Aug-26
RFA-1050	Install Coping - Area A - Roof	5	01-Sep-26	08-Sep-26
RFA-1060	Install New Gutters & Downspouts - Area A - Roof	5	09-Sep-26	15-Sep-26
RFA-1070	Flintco Punchlist & Corrections - Area A - Roof	5	16-Sep-26	22-Sep-26
RFA-1080	A/E Walk & Create A/E Punchlist - Area A - Roof	5	23-Sep-26	29-Sep-26
Area B - Roof Upgrades		16	02-Dec-26	23-Dec-26
RFB-1000	Demo Existing Roof, Gutter & Downspouts - Area B - Roof	1	02-Dec-26	02-Dec-26
RFB-1010	Install New Standing Seam Roof - Area B - Roof	3	03-Dec-26	07-Dec-26
RFB-1020	Install New Gutters & Downspouts - Area B - Roof	2	08-Dec-26	09-Dec-26
RFB-1030	Flintco Punchlist & Corrections - Area B - Roof	5	10-Dec-26	16-Dec-26
RFB-1040	A/E Walk & Create A/E Punchlist - Area B - Roof	5	17-Dec-26	23-Dec-26
Area C - Roof Upgrades		50	25-Sep-26	07-Dec-26



Activity ID	Activity Name	Orig Dur	Start	Finish
RF.C-1000	Demo Existing Roof, Gutter & Downspouts - Area C - Roof	5	25-Sep-26	01-Oct-26
RF.C-1010	Patch Waterproofing & Roof Penetrations - Area C - Roof	5	02-Oct-26	08-Oct-26
RF.C-1020	Demo Dog House Roof - Area C - Roof	2	02-Oct-26	05-Oct-26
RF.C-1030	Patch & Reinstall TPO Roofing - Area C - Roof	3	06-Oct-26	08-Oct-26
RF.C-1040	Install New Standing Seam Roof - Area C - Roof	10	09-Oct-26	22-Oct-26
RF.C-1050	Remove Metal Panels & Remediate Substrate - Area C - Roof	5	23-Oct-26	29-Oct-26
RF.C-1060	Install Metal Panel (MF-2) - Area C - Roof	5	30-Oct-26	05-Nov-26
RF.C-1070	Install Coping (MF-2) - Area C - Roof	5	06-Nov-26	12-Nov-26
RF.C-1080	Install New Gutters & Downspouts - Area C - Roof	5	13-Nov-26	19-Nov-26
RF.C-1090	Flintco Punchlist & Corrections - Area C - Roof	5	20-Nov-26	30-Nov-26
RF.C-1100	A/E Walk & Create A/E Punchlist - Area C - Roof	5	01-Dec-26	07-Dec-26
Hardscape & Generator Yard		187	30-Sep-26	24-Jun-26
Area A - North Hardscape		11	30-Sep-25	14-Oct-25
HS.A-1000	Surface Prep for Sidewalks - North - Phase 1A	2	30-Sep-25	01-Oct-25
HS.A-1010	FRP Sidewalks - North - Phase 1A	3	02-Oct-25	06-Oct-25
HS.A-1020	Parking Lot Striping - North - Phase 1A	3	07-Oct-25	09-Oct-25
HS.A-1030	Install Parking Lot Accessories - North - Phase 1A	3	10-Oct-25	14-Oct-25
HS.A-1040	Install Curb & Gutter - North - Phase 1A	3	10-Oct-25	14-Oct-25
Area A - West Hardscape		11	18-Feb-26	04-Mar-26
HS.A-2000	Surface Prep for Sidewalks - West - Phase 1A	2	18-Feb-26	19-Feb-26
HS.A-2010	FRP Sidewalks - West - Phase 1A	3	20-Feb-26	24-Feb-26
HS.A-2020	Parking Lot Striping - West - Phase 1A	3	25-Feb-26	27-Feb-26
HS.A-2030	Install Parking Lot Accessories - West - Phase 1A	3	02-Mar-26	04-Mar-26
HS.A-2040	Install Curb & Gutter - West - Phase 1A	3	02-Mar-26	04-Mar-26
Area C - West Hardscape		11	03-Jun-26	17-Jun-26
HS.C-1000	Surface Prep for Sidewalks - Area C - West - Phase 1B	2	03-Jun-26	04-Jun-26
HS.C-1010	FRP Sidewalks - Area C - West - Phase 1B	3	05-Jun-26	09-Jun-26
HS.C-1020	Parking Lot Striping - Area C - West - Phase 1B	3	10-Jun-26	12-Jun-26
HS.C-1030	Install Parking Lot Accessories - Area C - West - Phase 1B	3	15-Jun-26	17-Jun-26
HS.C-1040	Install Curb & Gutter - Area C - West - Phase 1B	3	15-Jun-26	17-Jun-26
Area C - Generator Yard		16	03-Jun-26	24-Jun-26
HS.C-2000	Demo Existing CMU Enclosure - Area C - Gen Yard - Phase 1B	3	03-Jun-26	05-Jun-26
HS.C-2010	Excavate Brick Lug - Area C - Gen Yard - Phase 1B	3	08-Jun-26	10-Jun-26
HS.C-2020	FRP Brick Lug - Area C - Gen Yard - Phase 1B	2	11-Jun-26	12-Jun-26
HS.C-2030	Install CMU Enclosure - Area C - Gen Yard - Phase 1B	3	15-Jun-26	17-Jun-26
HS.C-2040	Install Brick Veneer - Area C - Gen Yard - Phase 1B	5	18-Jun-26	24-Jun-26
FINAL INSPECTIONS & TCO		106	24-Jul-26	23-Dec-26
Area A / B		20	24-Nov-26	23-Dec-26
FI.AB-1000	MEP Final Inspections - Area A/B	5	24-Nov-26	02-Dec-26
FI.AB-1010	Fire Suppression Standpipe Reconnaissance Test - Area A/B	5	24-Nov-26	02-Dec-26
FI.AB-1020	SIA Mechanical Shutdowns - Area A/B	5	24-Nov-26	02-Dec-26
FI.AB-1030	Fire Suppression Standpipe Flow Test - Area A/B	5	03-Dec-26	09-Dec-26
FI.AB-1040	SIA Fire Alarm Testing - Area A/B	5	03-Dec-26	09-Dec-26
FI.AB-1050	SIA Report Submission & Approval - Area A/B	5	03-Dec-26	09-Dec-26
FI.AB-1060	Elevator TDLR Inspection - Area A/B	5	03-Dec-26	09-Dec-26
FI.AB-1070	Access Control with BFD - Area A/B	5	03-Dec-26	09-Dec-26
FI.AB-1080	Fire Suppression PRV Test - Area A/B	5	10-Dec-26	16-Dec-26
FI.AB-1090	Elevator Recall Inspection with BFD - Area A/B	5	10-Dec-26	16-Dec-26



Activity ID	Activity Name	Orig Dur	Start	Finish
FI.AB-1100	Sequence Test with BFD - Area A/B	4	17-Dec-26	22-Dec-26
FI.AB-1110	Building Final Inspection / TCO - Area A/B	1	23-Dec-26	23-Dec-26
Area C		15	24-Jul-26	13-Aug-26
FI.C-1000	MEP Final Inspections - Area C	5	24-Jul-26	30-Jul-26
FI.C-1010	SIA Mechanical Shutdowns - Area C	5	24-Jul-26	30-Jul-26
FI.C-1020	SIA Fire Alarm Testing - Area C	5	31-Jul-26	06-Aug-26
FI.C-1030	SIA Report Submission & Approval - Area C	5	31-Jul-26	06-Aug-26
FI.C-1040	Access Control with BFD - Area C	5	31-Jul-26	06-Aug-26
FI.C-1050	Sequence Test with BFD - Area C	4	07-Aug-26	12-Aug-26
FI.C-1060	Building Final Inspection / TCO - Area C	1	13-Aug-26	13-Aug-26
Envelope / Exterior		5	17-Dec-26	23-Dec-26
FI.EXT-1000	ROW Civil / Environmental Inspection - Envelope/Exterior	4	17-Dec-26	22-Dec-26
FI.EXT-1010	Building Final Inspection - Envelope/Exterior	1	23-Dec-26	23-Dec-26
PROJECT CLOSEOUT		20	24-Dec-26	22-Jan-27
PC-9010	A/E Punchlist Corrections & Owner Acceptance	20	24-Dec-26	22-Jan-27
PC-9020	Project Closeout Documents / O&M's	20	24-Dec-26	22-Jan-27
PC-9000	Remove Temp Building Egress	5	24-Dec-26	31-Dec-26



RFP # CIP 25-531 Brazos County Administration Building Renovations

	Max Points Available	J.T. Vaughn Construction, LLC	Aggieland Construction*	MYCON General Contractors, Inc.	Flintco, LLC*
1 Total Cost including the contingency and addenda		$17,049,000.00	$13,869,000.00	$14,141,313.00	$14,865,000.00
Points for Cost	30	24	30	29	28
2 Completion Time		673	352	-	457
Points for Time	15	8	15	0	12
3 Past performance on similar projects of size and scope	20	17	14	15	15
4 Overall experience of Project Manager & Superintendent	20	17	12	15	16
5 Resource availability	15	14	10	11	11
Technical Proposal Total	100	80.6	80.7	69.7	81.2

* Calculated the $1M Contingency

Committee Recommended Award:

Approved by Commissioner's Court on this 30 day of SEPT., 2025 by

_____ holding the position of ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING: 9/30/2025

ITEM: Award of RFP #CIP 25-579 Democrat Road Rail Car Replacement. Recommended Award: Knife River Corporation - South.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 09/16/2025

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: $714,252.43

NOTES/EXCEPTIONS: Brazos County Road & Bridge is requesting award for the replacement of the railcar crossing on Democrat Road, located approximately 2,600 linear feet northeast of the intersection of Democrat Road and State Highway 21, and extending another 300 linear feet in the amount of $714,252.43. The project includes replacement of the existing culvert structure, full-depth pavement reconstruction, and all associated drainage improvements. Construction activities will include clearing and grubbing of the right-of-way, pulverization and mixing of the existing pavement and base, import and haul-off of fill material, cut and fill operations, stabilization of the reclaimed paving section and base, grading of ditches and roadway, installation of Type R rock riprap and concrete slope paving, and construction of new culverts with headwalls and concrete aprons. Additional improvements include erosion control, SWPPP compliance, traffic control, and the installation of guardrails, end treatments, and mow strips. These improvements are necessary to enhance roadway safety, drainage, and long-term structural integrity at the crossing.

ATTACHMENTS:

File Name	Description	Type
Partially_Executed_Agreement_-_Knife_River.pdf	Contract	Backup Material
Tabulation.pdf	Tabulation	Backup Material
RFP_-_Knife_River.pdf	RFP	Backup Material

AGREEMENT
FOR DEMOCRAT ROAD RAILCAR REPLACEMENT

RFP # CIP 25-579

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

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

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the DEMOCRAT ROAD RAILCAR REPLACEMENT, Brazos County, Texas, in the amount of **SEVEN HUNDRED AND FOURTEEN THOUSAND, TWO HUNDRED AND FIFTY-TWO DOLLARS AND FOURTY-TWO CENTS** ($714,252.43) is entered into this 16th day of September 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **KNIFE RIVER COOPORATION - SOUTH.**, (hereinafter referred to as "Contractor"). The DEMOCRAT ROAD RAILCAR REPLACEMENT is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GOODWIN-LASSITER-STRONG** and is hereinafter referred to as "Engineer."

ARTICLE 1
GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-579** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

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

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

1.1.4 THE PROJECT: The Project is the rehabilitation of the DEMOCRAT ROAD RAILCAR REPLACEMENT in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of the replacement of Democrat Road Railcar from the intersection of Democrat Road and State Highway 21.

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. Refer to Sections 8.1.1 and 8.1.2.

.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: (l) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Engineers.

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

any claim or liabilities arising out of such use.

ARTICLE 2
OWNER

2.1 DEFINITION

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

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4.3 The Owner reserves the right to:

- .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, sequences or procedures.

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

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

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

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

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

3.3.6 The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County

most approve the new, proposed, full-time Project Superintendent before they start on the project.

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

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

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

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

3.5 WARRANTY

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

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

prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

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

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

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

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

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

- .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 $30,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate

contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

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

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

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

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

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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

3.13 USE OF SITE

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

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

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

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP

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

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after

reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, 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 PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Engineer or by appropriate addendum.

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

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

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

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

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break–down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Engineer.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Engineer and Owner.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)
Day 0: Contractors receipt of Notice to Proceed
Submittals, as needed, to be provided within a reasonable time.
Day 62: Contractor attains Substantial Completion
Day 92: 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.

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 maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

A. for Contractor, for any work performed by his own forces, 15% of the cost;

B. for each subcontractor involved, work performed by his own forces, 10% of the cost;

C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than sixty-two (62) calendar days from the date of commencement, subject to adjustments of

the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

8.1.3 The date of Substantial completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

.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 SEVEN HUNDRED AND FOURTEEN THOUSAND, TWO HUNDRED AND FIFTY-TWO DOLLARS AND FOURTY-TWO CENTS ($714,252.43) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Engineer will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Engineer may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment

or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has: (1) made exhaustive or continuous on–site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount,

the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because of:

.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 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the

Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the 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;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents, or
.4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be two hundred fifty dollars ($1,000.00) 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 Sub–subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible

and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Engineer or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Engineer for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Engineer's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Engineer's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor,

the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

10.3.4 The Engineer and Engineer's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Engineer shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Engineer. The Contractor shall notify the Owner and Engineer prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner

shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Engineer.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may 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) Property Damage Liability Insurance shall include coverage for the following hazards:
   1) X (Explosion).
   2) C (Collapse).
   3) U (Underground).

(d) Broad Form Property Coverage shall include Completed Operations.
(e) "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):
   (a) 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:
$ 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.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract

Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract

Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In

case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all

costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

.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 SEPTEMBER 30, 2025, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

OWNER:
BRAZOS COUNTY, TEXAS

_____ Date: 9/30/25
Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

CONTRACTOR:
KNIFE RIVER CORPORATION - SOUTH

_____ Date: 9/14/25
KNIFE RIVER CORPORATION - SOUTH

ATTACHMENT "A"
DEMOCRAT ROAD RAILCAR REPLACEMENT
REQUEST FOR PROPOSAL CIP 25-579

RFP # CIP 25-579 Democrat Road Rail Car Replacement

		Max Points Available	Affinity BCS	Brazos Paving, Inc.	Knife River Corp.-South	Solid Bridge Contruction	Texas Materials Group, Inc.	Texcon General Contractors
1	Total Cost including the contingency and addenda		$602,712.75	$739,415.50	$714,252.43	$917,361.00	$790,148.00	$903,090.10
	Points for Cost	30	30	24	25	20	23	20
2	Completion Time		45	90	62	88	90	100
	Points for Time	15	15	8	11	8	8	7
3	Past performance on similar projects of size a	20	10	18	18	19	18	17
4	Overall experience of Project Manager & Sup	20	13	19	18	12	18	18
5	Resource availability	15	12	15	15	15	15	15
	Technical Proposal Total	100	79	83	88	72	80	77

Committee Recommended Award:

Approved by Commissioner's Court on this 30 **day of** SEPT., **2025 by**

_____ **holding the position of** ACTING COUNTY JUDGE

** - Revised numbers per clarification*

REQUEST FOR PROPOSALS

RFP NO. CIP 25-579

Democrat Road Rail Car Replacement

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, August 19, 2025, 2:00pm CST

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

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

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

Company Name: Knife River Corporation - South

By (Print): Lonnie Mitchell Title: Estimator

Physical Address: 6310 State Hwy 21 Bryan, Texas 77807

Mailing Address: P.O. Box 674 Bryan, Texas 77806

Telephone: 979-361-2900 Fax: 979-361-2920 E-Mail: lonnie.mitchell@kniferiver.com

7. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.

8. **The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposal.**
   a.Completed and signed RFP including:
      i. References (Section R)
      ii. Certification of Proposal (Section U)
   b. Bid Bonds
   c. Exhibit B – Bid Form
   d. A-305 Qualification Statement or similar
   e. Proposed project schedule

T. PRICING
Complete Exhibit B attached and submitted with the proposal.

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

Company/Entity: City of College Station

Contact: Susan Monnat Sr. Project Manager

Phone: 979-764-3690

Email: smonnat@cstx.gov

Company/Entity: TxDOT - Bryan District

Contact: Andrew Holick Director of Construction

Phone: 979-778-9753

Email: Andrew.Hollick@txdot.gov

Company/Entity: Ti - Zack Concrete Construction

Contact: Jeremy Gibbs - V.P. / Project Manager

Phone: 507-357-6463 ext 103

Email: jgibbs@tizack.com

Company/Entity: Bleyl Engineering

Contact: Jonny Green Project Engineer

Phone: 936-441-7833

Email: jgreen@bleylengineering.com

Company/Entity: City of Navasota, Texas

Contact: Jason Weeks City Manager

Phone: 936-825-6408

Email: jweeks@navasotatx.gov

Bid Schedule
Democrat Road Rail Car Replacement

Item	Description	QTY	Unit	Unit Price	Total
A. General Items					
100	Mobilization, overhead, insurance, including related items and appurtenances, complete in place.	1	LS	$60,000.00	$60,500.00
101	SWPPP for <1 Acre project, including phasing, silt fencing, dewatering (if required), erosion control logs, including related items and appurtenances, complete in place	1	LS	$11,700.00	$11,700.00
102	ROW Preparation including all dirtwork and preparation for proposed construction within the project limits, inlcuding related items and appurtenances, complete in place	1	LS	$3,700.00	$3,700.00
103	Traffic control, including Traffic Control Plans, message boards, signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	$7,000.00	$7,000.00
104	Site clean-up including seeding of ROW and areas disturbed by construction including topsoil, final grading, and related items and appurtenances, complete in place	1	LS	$19,600.00	$19,600.00
105	Metal Beam Guardrail with delineators, including related items and appurtenances, complete in place	537	LF	$44.60	$23,950.20
106	Softstop end terminal , including related items and appurtenances, complete in place	4	EA	$4,550.00	$18,200.00
107	Concrete Mow Strip, including related items and appurtenances, complete in place	296	SY	$129.00	$38,184.00
Total Section A. General Items					$182,834.20
B. Demolition Items					
200	Demolition of existing chip seal pavement and base material (Pulverize and Mix), including related items and appurtenances, complete in place	228	SY	$1.99	$453.72
201	Demolition of existing crushed limestone base material (Pulverize and Mix), including related items and appurtenances, complete in place	608	SY	$1.25	$760.00
202	Remove and dispose of existing 96" dia. steel railcar culverts, including related items and appurtenances, complete in place.	93	LF	$265.35	$24,677.55
203	Barbed wire fence removal, including related items and appurtenances, complete in place	800	LF	$1.10	$880.00
204	Clearing and grubbing of project limits, including related items and appurtenances, complete in place	1	LS	$18,900.00	$18,900.00
Total Section B. Demolition Items					$45,671.27

Bid Schedule
Democrat Road Rail Car Replacement

Item	Description	QTY	Unit	Unit Price	Total
C. Paving and Drainage Items					
300	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be approved by Engineer prior to initiating work	50	CY	$148.00	$7,400.00
301	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	50	CY	$180.00	$9,000.00
302	Cement Stabilized Sand (Material Only). Includes all related items and appurtenances, complete in place	50	CY	$91.00	$4,550.00
303	6" Cement stabilization of subgrade with compaction (does not include Cost of Cement), including related items and appurtenances, complete in place.	1,021	SY	$4.06	$4,145.26
304	Cement for Stabilization of Subgrade w/ Compaction (Assume 6% by weight)	18	TON	$275.80	$4,964.40
305	6" - Cement stabilized base (TxDOT Type 247 Type A, Grade 1-2, class N (min 150 psi), related items and appurtenances, complete in place	894	SY	$27.38	$24,477.72
306	TxDOT Item 247, Type A, Grade 1-2 Crushed limestone base shoulder up material, including related items and appurtenances, complete in place.	9	SY	$92.80	$835.20
307	Two-course chip seal pavement, including related items and appurtenances, complete in place.	894	SY	$17.78	$15,895.32
308	7'x7' precast watertight RCB with structural backfill, including related items and appurtenances, complete in place.	96	LF	$1,538.44	$147,690.24
309	Concrete Slope Paving w/ cement stabilized sand, including related items and appurtenances, complete in place	646	SY	$158.67	$102,500.82
310	Type R Rock Rip Rap (D90=18"), 200-250lb, Hand Placed, Non-Grouted (18" Embedment) with cement stabilized sand embedment for Crossing Culverts, including related items and appurtenances, complete in place	272	SY	$135.25	$36,788.00
311	Cast in place headwall/wingwall with structural backfill and energy dissipator blocks, inlcuding related items and appurtenances, complete in place	2	EA	$49,000.00	$49,000.00
Total Section C. Paving & Drainage Items					$456,246.96
Subtotal Section A-C (Items 100-311)					$684,752.43
400	Contingency			$	**30,000.00**
Total Section A-C and Contingency					$$714,752.43
Calendar Days to Completion					62 days

V. 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: Knife River Corporation - South

Address: P.O. Box 674 Bryan, Texas 77806

Proposer's Name: Bill Fuess

Position/Title: VP

Proposer's Signature: [signature]

Date: 8-19-2025

Subscribed and sworn to me on this 18th day of Aug. in the year 2025

[signature]

Notary Public

My Commission expires 5.19.2028

SHANNON DODGEN
My Notary ID # 130587710
Expires May 19, 2028

W. 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 _____ Date _____ Date _____

X. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: JP

Typed Name: Bill Farris

Company Name: Knife River Corporation - South

Mailing Address: P.O. Box 674 Bryan Texas 77806

P.O. Box or Street City State Zip

Employer Identification Number: 17426567610

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

END OF RFP NO. CIP 25-579

KNIFE RIVER CORPORATION-SOUTH CORPORATE SEAL 1993 TEXAS

By signing below, Brazos County agrees that this RFP CIP 25-579 will be awarded to the respondent whose name appears above, and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: SEPTEMBER 30, 2025

Attest: Brazos County Clerk _____

By: Karen McQueen
Chief Deputy

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Knife River Corporation - South
P.O. Box 674
Bryan, TX 77806

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Brazos County
200 S. Texas Avenue, Suite 352
Bryan, TX 77803

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Democrat Road Rail Car Replacement, RFP No. CIP 25-579

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of August, 2025.

(Witness)

Knife River Corporation - South
(Contractor as Principal) *(Seal)*
By:
(Title)

(Witness)

Liberty Mutual Insurance Company
(Surety)
By:
(Title) Haley Pflug, Attorney-in-Fact

KNIFE RIVER CORPORATION-SOUTH CORPORATE 1993 SEAL TEXAS

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310–2010 Edition Bid Bond.

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 12th day of August 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public

KELLY NICOLE ENGHAUSER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2026

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

KNIFE RIVER

COMPANY INFORMATION

Date of Incorporation: 01/28/1993

Federal Tax Id: 17426567610

Corporate Officers:	Rodney McCarn	Region President
	Matt Arnold	President of Operations
	Jeremy Stover	Regional Controller
	William Faris	President of Construction

Insurance Company: Liberty Mutual Fire Insurance Co.

Bonding Company: Liberty Mutual Insurance Co.

Bonding Capacity: $900,000,000+ Aggregate
$100,000,000 per Project

The authorized contact to negotiate or expedite bids and contracts is:

William (Bill) Faris
6310 Hwy 21 West
Bryan, Texas 77806
979-361-2900 | 979-261-2920 FAX
Bill.faris@kniferiver.com

This firm has never failed to complete any work awarded to us. We have never defaulted on a contract.

We have immediately available a complete line of construction equipment, owned by our company and will be able to supply any equipment required on this and all projects.

We are on the current Texas Department of Transportation qualified bidders list. A list of recently completed contracts is attached for your consideration.

Knife River Corporation – South is not classified as a HUB or a DBE.

KNIFE RIVER

Knife River Corporation - South
6310 Hwy 21 West
Bryan, Texas 77807
979-361-2900

HISTORY/QUALIFICATIONS

Knife River Corporation – South has a team of highly knowledgeable personnel with exceptional experience executing projects per plans and specifications, delivering on time and on budget. With our operations being based in Bryan, Texas, we are fortunate to employ local trades and professionals who are familiar with local specifications, rules, laws, and regulations. Because of our geographic location, much of the work we perform is either in or around the Brazos Valley, which has enabled our employee base to be deeply knowledgeable of local requirements and expectations.

We have a great deal of experience working on local projects over the course of our incorporation and are especially familiar with local conditions such as soil properties, weather trends, environmental impacts, and special conditions that could affect a project. In addition, our employees possess an elevated level of experience in determining which methods would be most successful regarding working in or with local conditions.

As a local company consisting of mostly local employees, we take a great level of pride and care in our work, as the finished products are the very streets, bridges, and utilities we use day in and day out. We have a vested interest in public perception, concerns, and issues and are firmly committed to quality, safety, and environmental compliance. Our employees are empowered to put these aspects first, keeping clean project sites, maintaining safe access to and around project sites, and promptly responding to any concerns that the public may bring forward.

Many local subdivisions were either built by our company or incorporated materials we supplied. We also supply materials directly to the City of Bryan, the City of College Station, Brazos County Road and Bridge, and TxDOT. In addition, numerous vendors purchase materials from our company for work being performed in or around the area.

Knife River Corporation – South uses an in-house preventative maintenance program for maintaining our equipment in satisfactory operating condition. It consists of regular and routine action taken on equipment to avoid or mitigate the consequences of equipment failure. We have a well-equipped maintenance facility and mobile service units with trained and competent technicians. If equipment failure does occur, we have many options to acquire rentals along with an in-house fleet of equipment haul-trucks to replace equipment during long-term repairs.

With our company's prior local project experience, access to supply of local materials, and acquisition of local employees, we strive to serve as an asset to the Brazos County and the community, providing an exceptional level of knowledge concerning local conditions, materials, environmental impacts, design standards, and specifications while maintaining an aggressive stance in project delivery.

KNIFE RIVER®

BUILDING STRONGER

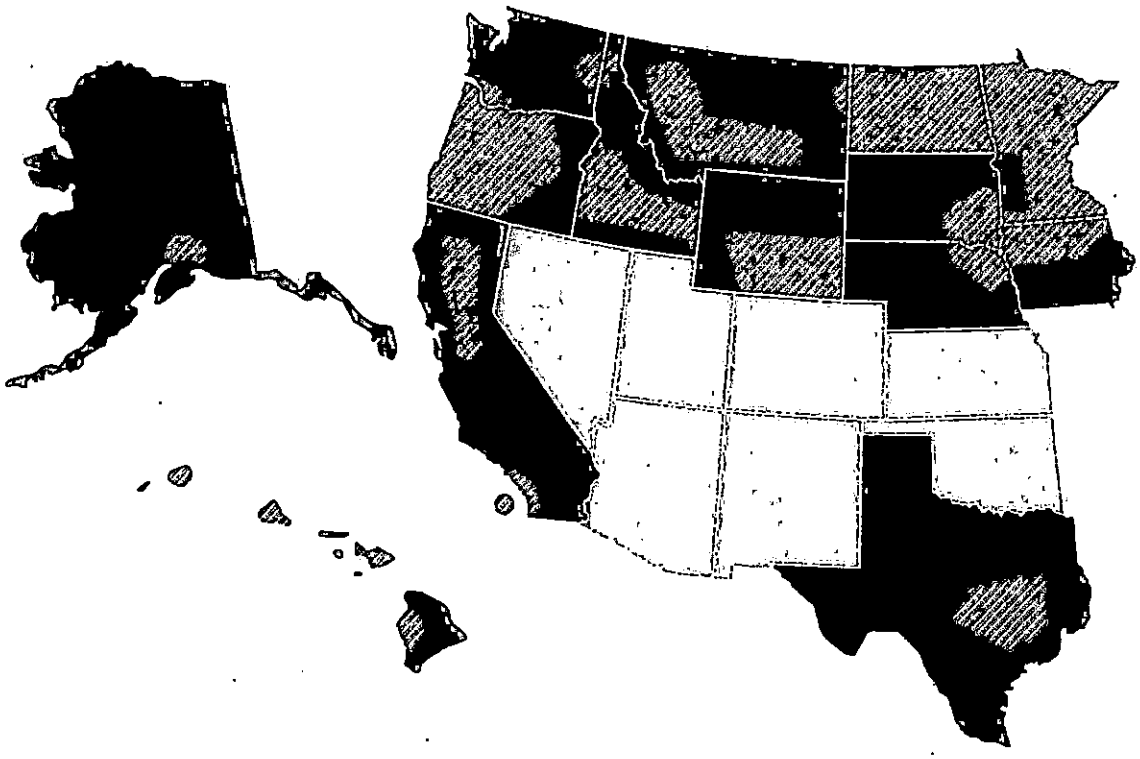


AGGREGATES | ASPHALT | CONCRETE

ENERGY SERVICES | PRESTRESS/PRECAST

CONSTRUCTION SERVICES

OUR CAPABILITIES



■ **States of Operation** ▨ **Market areas**

Knife River is the ninth-largest aggregate provider in the western, central and southern United States, Alaska and Hawaii. Our divisions provide aggregate, ready-mix concrete, asphalt production and paving, and construction services. Knife River's professional team is ready to provide estimates on private, commercial and public work.

Knife River has more than 215 locations in 14 states.
Visit **KnifeRiver.com** or scan the QR code to find a location near you.

PRODUCTS

Aggregates
Asphalt
Asphalt Products
Building Materials
Cement
Concrete Block
Liquid Asphalt
Prestress/Precast Concrete
Ready-Mix Concrete
Recycle/Landfill

CONSTRUCTION SERVICES

Aggregate Placement
Asphalt Paving
Concrete Construction
Engineering
Site Development
Underground Utilities
Heavy Civil
Heavy Highway
Oil and Gas
Design-Build Projects
Bridge Construction

SPECIALTY SERVICES

Airport Work
Emulsion Distribution and Laydown
Marine Construction
Petroleum Recycling
Railroad Work
Resort/Golf Course Construction



AGGREGATES

Knife River is one of the country's largest aggregate producers. With over 1 billion tons of reserves, we have the materials to support any project at any of our locations — from filling up the playground sandbox to building a four-lane highway.

From sites throughout the central and western United States, we provide our customers the materials they need to get the job done. We produce a variety of rock types, sizes and even colors for special projects. And we also use our aggregates to produce asphalt, ready-mix concrete and related products.



2024 volume: 31.8 million tons
200 sites: Find the nearest location at www.KnifeRiver.com

Aggregates

- Road Base
- Construction Materials
- Design/Landscape
- Riprap
- Recycled Materials
- Sand
- Topsoil



READY-MIX CONCRETE

Concrete is one of the most commonly used construction materials in the world. It is durable, economical and versatile.

Knife River works with our customers to produce high-quality ready-mix concrete for virtually any spec design. With 130 locations throughout the central and western United States, and a large fleet of ready-mix trucks, we can provide concrete for jobs of any size.

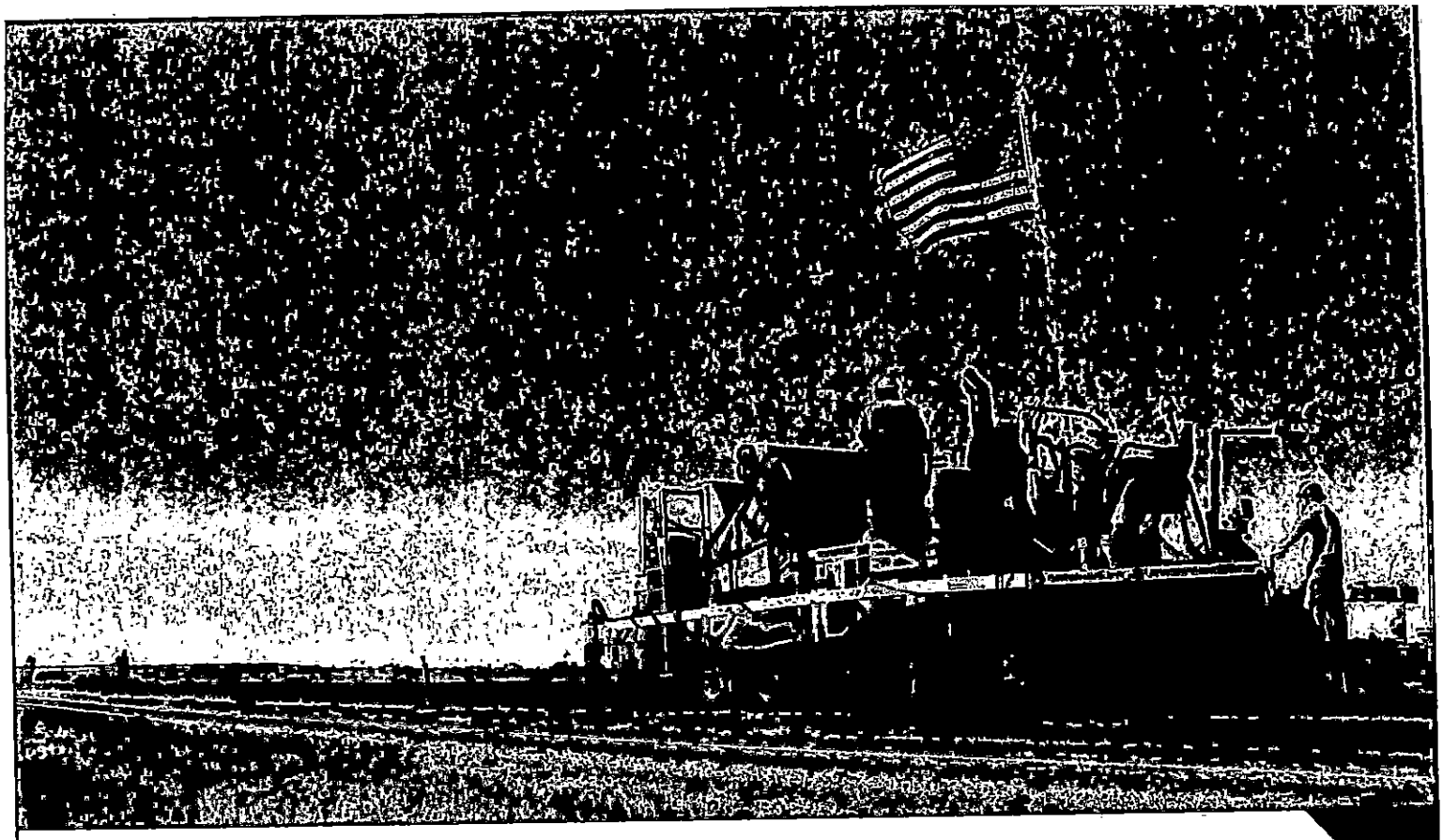
In many of our locations, we also offer concrete construction services. See what our concrete team can do for you, and find your nearest Knife River location, at www.KnifeRiver.com.



2024 volume: 3.5 million cubic yards
130 sites: Find the nearest location at www.KnifeRiver.com

Ready-Mix Concrete

- Third-Party Sales
- Concrete Construction
- Paving



ASPHALT SALES AND PAVING

Knife River produces asphalt paving products essential to our country's transportation network, from driveways and parking lots to neighborhood roads to highways. Our materials are rigorously tested for quality, and are ideal anywhere a smooth, durable driving surface is required.

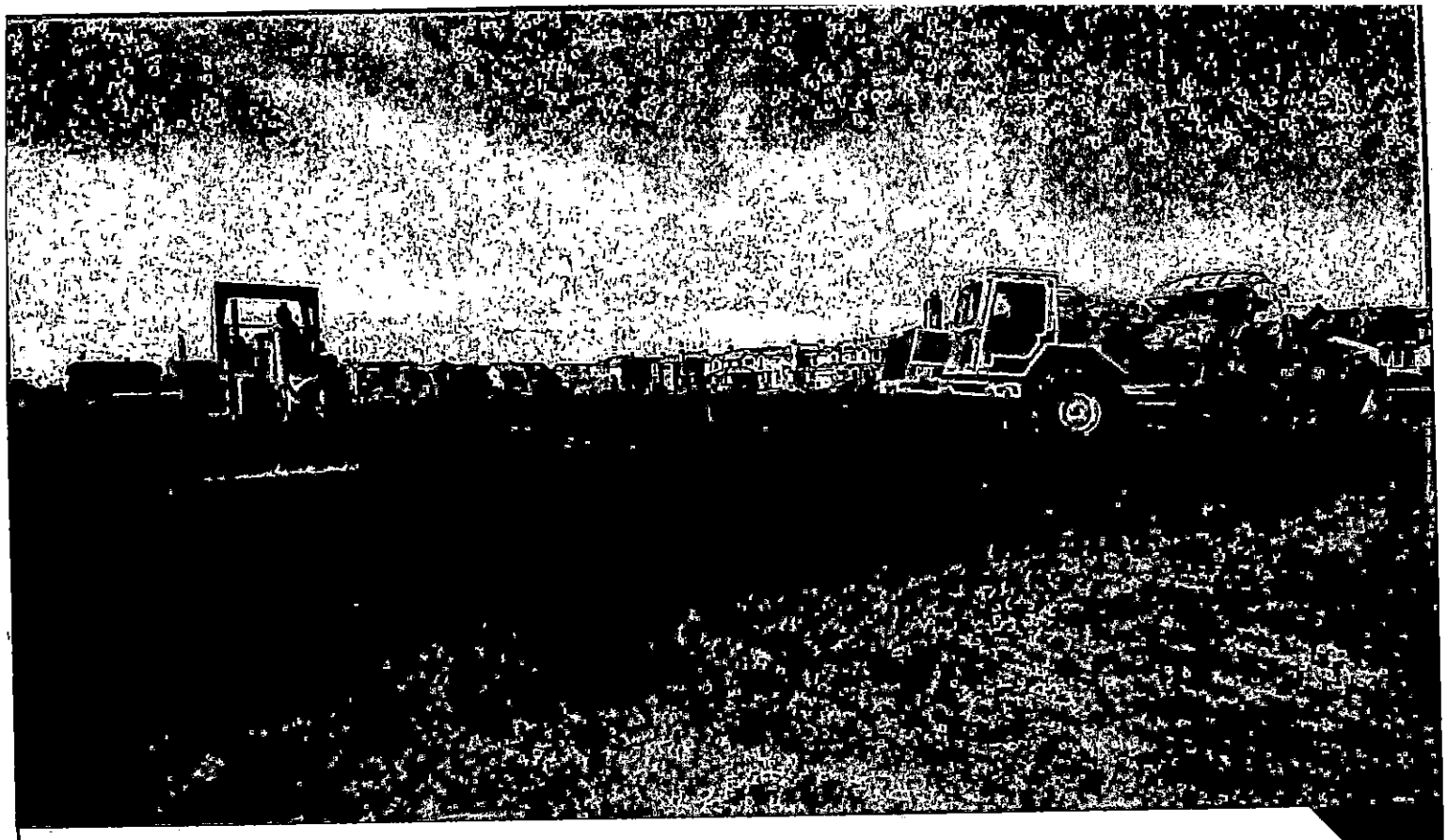
In addition to asphalt sales, we also are a full-service paving contractor. Whether it's a highway reconstruction, an airport runway or a parking lot patch, our crews take pride in meeting and exceeding smoothness and compaction specifications.



2024 volume: 6.5 million tons
54 sites: Find the nearest location at www.KnifeRiver.com

Asphalt Products

- Hot-Mix
- Warm-Mix
- Liquid Asphalt
  - Cutback Asphalt
  - Emulsified Asphalt
  - Polymer-Modified Asphalt



CONSTRUCTION SERVICES

In addition to being a market leader in the sales of construction materials, Knife River is a full-service heavy civil contractor.

Whether it's highway reconstruction, mass grading, bridge construction, asphalt overlays, airport runways or subdivision work, our crews have the experience and expertise to perform top-quality work on time. Knife River takes pride in having the skilled employees who can meet all of our customers' construction needs.

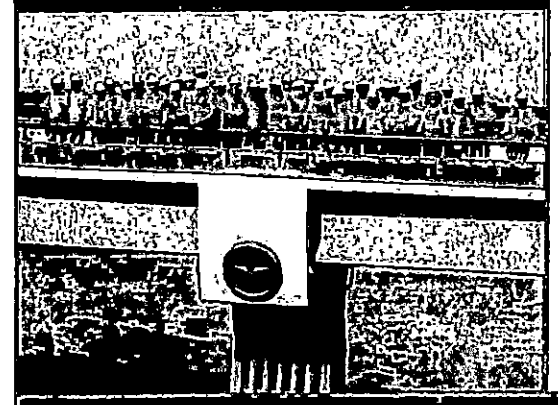
Services

- Highway/Road Construction
- Excavation and Grading
- Oil Pad Construction
- Subdivision Development
  - Underground Utilities
  - Mass Grading
  - Hardscape
- Asphalt Overlays
- Airport Runways
- Asphalt and Concrete Parking Lots
- Curb and Gutter Installation
- Reclamation
- Bridge Construction









CONSTRUCTION SERVICES (Continued)

Highway/Road Construction

Whether it's reconstructing an interstate highway or building a new access road to an oil well, Knife River is a full-service heavy civil contractor.

Curb and Gutter Installation

Knife River is a leading supplier of ready-mix concrete and the construction services that go with it.

Subdivision Development

From excavation and grading to utility installation to asphalt roads and concrete foundations, Knife River is an experienced and successful contractor in subdivision development.

Bridge Construction

Whether it's precast or cast-in-place, Knife River has the expertise to build bridges for railroads, vehicles or pedestrian traffic.



SPECIALTY SERVICES

Our divisions provide a variety of specialty construction services for both the private and public sectors. From bridge components to marine construction to polymer-modified liquid asphalt, Knife River has the expertise and equipment to get your job done.

Prestressed/Precast Concrete

Since 1958, our Prestress Division has produced a wide range of precast/prestressed concrete products and associated support services. With offices in Oregon, Washington and Alaska, our nationally recognized team can design, create and deliver high-quality precast products for projects throughout the western United States.

Products and Services

- Bridge Girders
- Wall Panels
- Oil Field Pump Bases and Nose Pads
- Crash Barriers
- Railroad Products
- Rebar

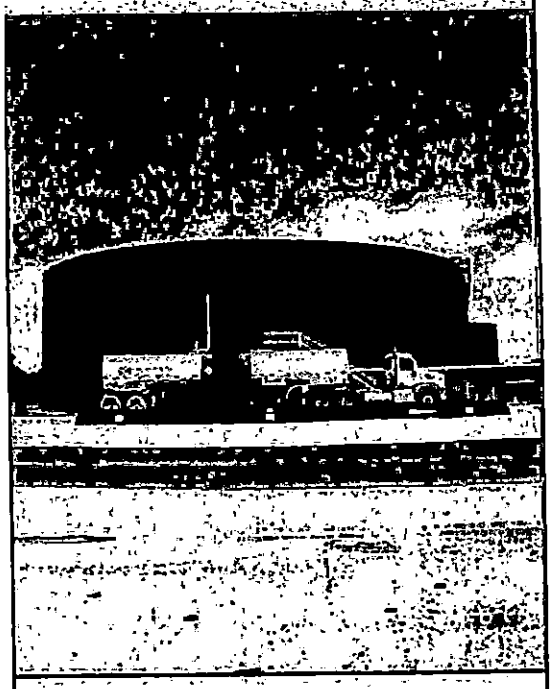
To see more products and services, please visit www.KnifeRiverPrestress.com.

Airport Expertise

Our operations provide superior construction and maintenance work at airport facilities throughout the central, western and southern United States. Whether it is asphalt or concrete construction, we are regularly called to build new runways, taxiways, de-icing aprons and roadways.

Knife River has the expertise to carefully coordinate airport work so it meets all Federal Aviation Administration requirements. We excel in meeting the rigid security, material specification and deadline requirements that typically are associated with airport work.

SPECIALTY SERVICES (Continued)



Energy Services

Jebro Inc., a Knife River company headquartered in Iowa, specializes in two services. First, through its terminals in Iowa, South Dakota, Texas and Wyoming, Jebro manufactures and distributes liquid asphalt and heavy fuels. Second, Jebro is a certified recycler of used oil products.

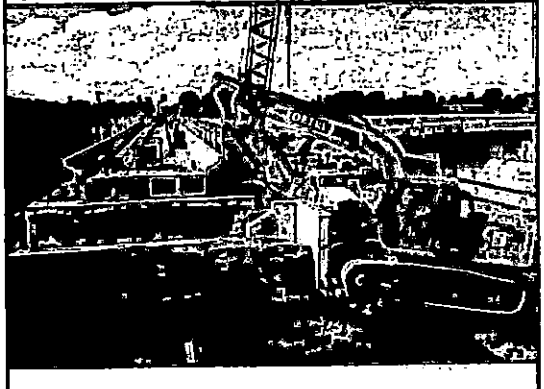
On the production side, Jebro's products include asphalt cement, cutback asphalt, emulsified asphalt, polymer-modified asphalt and fuel. Learn more about Jebro's products and services at www.Jebro.com.

Another Knife River company, Pacific Northwest Oil, provides liquid asphalt and emulsion distribution in northern California and western Nevada. Pacific Northwest Oil is based in Stockton, California.



Marine Construction

Connolly-Pacific, Knife River's marine construction business, is based in Long Beach, California. The company has been heavily involved in large-scale expansion projects at the ports of Los Angeles and Long Beach. Aside from its work in the ports, Connolly-Pacific specializes in building breakwaters, constructing marinas and wharves, and performing other types of underwater construction. The company creates added value by maintaining its own marine fleet and by supplying much of its own aggregate material from its quarry on Catalina Island, California.



Railroad Work

We will be there when you need us. Our equipment and teams are ready to mobilize 24 hours a day. Whether it's emergency work or planned construction, we have the people and the resources to get the job done right, and right now.

We also specialize in producing and delivering ballast and precast concrete bridges for the railroad industry, from Class I to short lines. Please contact us anytime to see how we can help.

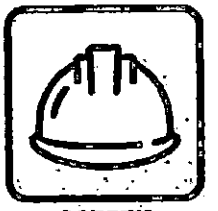
WHO WE ARE

At Knife River, our "Life at Knife" is how we live our four core values: People, Safety, Quality, and the Environment.



PEOPLE

We take care of our team by providing them the tools, training, and time to perform their work safely and successfully.



SAFETY

Our top priority on every task, every time, every day.



QUALITY

We will deliver consistent, high-quality products and services to our customers.



ENVIRONMENT

We continuously manage our impact on the environment to minimize our footprint and keep our states beautiful for future generations.

KNIFE RIVER

1150 W. Century Ave. ¤ Bismarck, ND 58503 ¤ 701-530-1400 ¤ 800-982-5339

KNIFE RIVER

Performance and Integrity Questionnaire:

1. How many years has your organization been in business under your present business name? **32 Years**
2. How many years of experience in construction work has your organization had as a:

a. Prime Contractor: **32 years** b. Subcontractor: **32 years**

3. Greatest number of contracts in excess of $100,000 under construction at one time in the company's history: **40**
4. Greatest number of contracts in excess of $500,000 under construction at one time in the company's history: **40**
5. Approximate average dollar volume of incomplete work outstanding under contract at any one time: **~$90 million**
6. Has your organization ever failed to complete any work awarded? (Yes/No) If so, where and why? **No**
7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete work under a contract? (Yes/No) If yes, state name of individual, other organization and reason thereof. **No**
8. Has any officer or partner of your organization ever failed to complete work under a contract handled in his own name? (Yes/No) If yes, state name of individual, name of owner and reason thereof. **No**
9. Within the last 10 years has your company defaulted on any public work project? (Yes/No) If yes, indicate government agency and provide detailed description. **No**
10. Within the last 3 years have you, your company or any officers, agents or employees of you or your company been found to have violated any state of federal prevailing wage statute or regulation (including the federal Davis-Bacon and Related Acts) by the United States Department of Labor or by any court of competent jurisdiction? (Yes/No). If yes, provide copies of the final order or judgement in which this occurred and explain in detail: (circumstances behind a violation including amount not paid, whether the amounts have now been paid, the reasons for the violation, all efforts undertaken to ensure that future violations will not occur). **No**
11. Have you pledged or transferred title to any of your equipment or other assets in favor of a surety company as part of an indemnity agreement for the issuance of a performance bond by any such surety? (Yes/No). If yes, give date of transfer and name/address of surety company requiring such transfer. **No**
12. In what other lines of business are you financially interested? **We supply ready-mix, aggregates, and asphalt to outside customers.**
13. List any organization owned or controlled by the applicant, its officers, directors, partners or anyone owning 10% interest in the Company or in which the applicant was or is an officer, partner, doing business in Texas under another name. If none, state so. **None**
14. Is your Company under the protection of the bankruptcy court, have any pending petition in bankruptcy court, or have you made assignment for the benefit of creditors? (Yes/No) If yes, give detailed explanation. **No**
15. In the last 10 years has your Company received any unsatisfactory safety ratings or been in violation of any OSHA requirements/regulations. (Yes/No) If yes, give detailed explanation. **No**
16. In the last 10 years has your company filed a formal claim against the City of Bryan or other municipality in the State of Texas? (Yes/No) If yes, please indicate project(s), claim amount and settlement amount. **No**
17. In the last 10 years has your company been assessed liquidated damages on any Brazos County or other municipal project in the State of Texas? (Yes/No) If yes, please indicate project, liquidated damage days assessed and amount. **No**
18. Has your Company or any officer of your Company been indicted, pled guilty or been convicted of any offense that resulted in your Company currently being debarred or suspended from bidding or performing work for any State, local or Federal Government agency? If yes, please indicate government agency and provide detailed explanation. **No**

KNIFE RIVER

6310 State Hwy 21 West
Bryan, TX 77807
Mailing Address:
P.O. Box 674
Bryan, TX 77806
979-361-2900

MAJOR VENDORS

Equipment Suppliers

Mustang Machinery Co.
8212 Hwy 21 West
Bryan, TX 77807
979-775-7368

Nueces Power Equip.
7333 Monroe Rd.
Houston, TX 77061
713-247-0066

Holt CAT
1700 W. Loop 340
Waco, TX 76712
254-662-4911

Material Suppliers

Valero Energy Corp.
P.O. Box 9605
Corpus Christi, TX 78407
361-289-1707

Holcim (US) Inc.
122 W. Carpenter Freeway
Irving, TX 75039
512-282-2011

Forterra Pipe & Precast
1000 N. MacArthur
Grand Prairie, TX 75050
1-800-441-0005

Colorado Materials, Inc.
P.O. Box 2109
San Marcos, TX 78667
512-396-1556

Capitol Aggregates, Inc.
P.O. Box 33240
San Antonio, TX 78265
210-213-0473

Austin White Lime Co:
P.O. Box 9556
Austin, TX 78766
1-800-553-5463

Jebro, Inc.
2500 Marlin Rd. Hwy 6
Waco, TX 76705
254-759-8488

Lhoist North America
5600 Clearfork Main Street
Fort Worth, TX 76109
1-800-933-2216

CMC Construction Services
10650 SH 30
College Station, TX 77845
979-774-5900

Subcontractors

D.I.J. Construction, Inc.
P.O. Box 1609
Bertram, TX 78605
512-355-2766

Willow City Sign & Rail, Inc,
P.O. Box 455
Magnolia, TX 77353
281-356-6663

Cen Tex Hydroseed, Inc.
P.O. Box 241
Bedias, TX 77831
936-395-0374

M&D Foundation Drilling
29031 Burton Cemetery Rd
Waller, TX 77484
936-372-9801

Allstate Signal & Construction, LLC
P.O. Box 2654
Cypress, TX 77410
281-255-4005

Cen-Tree Solutions LLC
20783 CR 456
Normangee, TX 77871
979-595-5397

Professional Traffic Control, LLC
P.O. Box 38711
Houston, TX 77238
713-802-9004

Third Coast Services LLC
36530 Coleman Rd.
Magnolia, TX 77355
832-934-0240

J & M Contracting, Inc.
1643 SH 75 North
Huntsville, TX 77320
936-295-8113

Banks

Bank of America
514 Austin Ave.
Waco, TX 76701
254-750-6132

KNIFE RIVER

KEY PERSONNEL (MANAGEMENT)

NAME	TITLE	EXPERIENCE
Rodney McCarn	President (Region)	22
Jeremy Stover	Controller (Region)	14
Bill Faris	President of Construction – Bryan & Waco	37
Jay Martin	Construction Manager (Bryan, TX)	33
Jason Waddle	General Superintendent (Bryan, TX)	27
Lynn Fitzgerald	Bridge General Superintendent	47
Lupe Sanchez	Superintendent – Underground, Subgrade, Base & Concrete	14
Gary Taylor	Superintendent – Earthwork, Subgrade & Base	10
Andres Umanzor	Bridge General Superintendent	31
Kevin Friedel	Senior Estimator (Bryan, TX)	33
Lonnie Mitchell	Estimator (Bryan, TX)	45
Jake Burchett	Estimator/Project Manager (Bryan, TX)	13
Jon White	Estimator/Project Manager (Bryan, TX)	11
Julie Tengesdal	Project Manager (Bryan, TX)	13
Shannon Dodgen	Contract Administrator (Bryan, TX)	14

KNIFE RIVER

WORKS IN PROGRESS

Project Name	Address	PM	Contract Amount	Percent complete	Start Date	Scheduled Completion
Brazos FM 2818 Superstreet	FM 2818 & George Bush Drive College Station, TX 77840	Jon White	$ 45,254,645.45	99.64	01/19/21	04/16/25
Robertson US 79	Intersection of US 79 & FM 1940 New Baden, TX 77870	Jon White	$ 734,212.86	2.31	04/28/25	06/17/25
COCS Deacon & Cain	12065 Wellborn Road College Station, TX 77845	Jake Burchett	$ 5,203,379.80	99.89	04/04/22	11/14/2024 1 yr warranty
Robertson US 190	US 190 @ SH 6 Bryan, TX 77801	Julie Tengesdal	$ 4,264,422.03	98.76	01/19/23	05/21/25
Burleson FM 60	4720 FM 60 Somerville, TX 77879	Jake Burchett	$ 3,148,354.76	96.46	09/25/23	05/16/25
Washington US 290	4262 TX 36 Brenham, TX 77833	Julie Tengesdal	$ 6,554,342.36	99.61	01/29/24	06/30/25
Macey Road Reconstruction	15803 Macey Road Hearne, TX 77859	Jake Burchett	$ 5,470,892.95	100.00	11/03/23	10/20/2024 1 yr warranty
Robertson 46	2629 FM 46 Franklin, TX 77856	Jake Burchett	$ 1,750,129.90	81.33	08/05/24	05/29/25

Grimes SH 105	SH 105 @ SH 6 Navasota, TX 77868	Jon White	$ 10,784,375.49	16.45	11/04/24	01/13/26
Milam US 79	7152 US 79 Milano, TX 76556	Julie Tengesdal	$ 1,375,549.00	88.41	11/01/24	05/22/25
Washington FM 2780	3554 FM 2780 Burton, TX 77835	Julie Tengesdal	$ 17,441,398.88	6.17	03/03/25	05/18/26

KNIFE RIVER

List of Projects
Similar projects in size and scope

Project	Municipality/ Client	Primary Project Contacts and Number	$ Amount	Scope	Completion Date
Brazos FM 2818 Superstreet	TxDOT	James Robbins, P.E. 979-778-8054	$49,462,354.75	Reconstruct Roadway	4/16/2025
Brazos FM 60 DDI	TxDOT	James Robbins, P.E. 979-778-8054	$15,782,067.42	Rehab Existing Rd	3/3/2023
Brazos BS6-R Raised Medians	TxDOT	Ashley Hill, P.E. 979-778-8054	$1,259,508.89	Install Raised Medians	1/9/2020
Walker FM 1374	TxDOT	Delmy Reyes, P.E. 936-295-7491	$1,012,116.90	Mill/Inlay	5/14/2024
Madison OSR	TxDOT	Delmy Reyes, P.E. 936-295-7491	$22,183,416.77	Rehab Existing Rd	4/5/2023

Liberty Mutual Surety

Grand Oaks Nine
2854 Highway 55, Suite 250
Eagan, MN 55121

651-365-7496
651-365-7498-Fax

September 10, 2024

Re: ***Knife River Corporation – South***

To Whom It May Concern:

As surety agent for Knife River Corporation – South, I am pleased to recommend the organization and the exceptional abilities it brings to the construction marketplace.

Liberty Mutual Insurance Company (surety since 2002) and Travelers Casualty and Surety Company of America (surety since 2003), as co-surety, provide the surety support requested by Knife River Corporation – South. Liberty Mutual Insurance Company is listed in the Department of the Treasury's Listing of Approved Sureties and is rated A by A.M. Best and Travelers Casualty and Surety Company of America is listed in the Department of the Treasury's Listing of Approved Sureties and is rated A++ by A.M. Best.

Knife River Corporation – South has ample bonding capacity with a single project capacity in excess of $100,000,000 and an aggregate bonding capacity in excess of $1,500,000,000. Knife River Corporation – South has a remaining capacity in excess of $560,000,000.

Knife River Corporation – South is a valued client of Willis Towers Watson and their co-surety team. Please accept our judgement that Knife River Corporation – South is well qualified to provide the necessary financial, technical and management resources to satisfy your project's construction requirements. Should your projects require bonding, we would welcome the opportunity to secure bonds on behalf of Knife River Corporation – South, if they request us to do so.

Sincerely,

Heather R. Goedtel
Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212026-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bollig; Brian D. Carpenter; Charles Draper; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hecker; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer; Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of June, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of September, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

KNIFE RIVER

JAY MARTIN

CONSTRUCTION MANAGER – CONSTRUCTION

KNIFE RIVER CORPORATION – SOUTH

Accomplished Construction Manager with 34 years' experience and proven record of being a safe quality producer with increased contributions to the bottom financial line. I have led in large and small project teams that produce the operating budget on jobs ranging from $500k to $116M. Recognized as a team leader with the highest commitment to improving field production, meet schedule milestones and quality standards using proven knowledge base.

Respected Leader with a hands-on approach that is highly regarded by colleagues, and owners, enabling me to effectively manage all projects safely, personnel and subcontractors. While managing many aspects of construction projects, I have a high adaptability for managing change in fast paced work environments and ever evolving construction schedules and deadlines.

WORK EXPERIENCE

Knife River Corporation – South Construction Manager	2014 to Present
McDonald Excavating General Superintendent	2012 to 2014
Nutter Corporation Project Superintendent	2002 to 2012
Kiewit Foreman/Superintendent	1991 to 2002

EDUCATION

High School Grad	1985
US Army	1988 to 1991

REPRESENTATIVE PROJECTS

Elmo Weedon Road (Brazos Co.) **$3.9million**
Reconstruct a 2.5-mile roadway including drainage, structures and paving

TxDot Madison OSR **$22 million**
Rehabilitate existing road consisting of grading, structures, base and sealcoat

TxDot Robertson US 190 **$4.7 million**
Miscellaneous work, safety lighting, traffic signals, grading, culvert extensions, handrail, and concrete shared use paths

TxDot FM 2818 Superstreet **$52 million**
Construct widening, grading, base, box culverts, sidewalks, curb-n-gutter and a new bridge

City of College Station Deacon & Cain **$5.6 million**
Remove existing railroad crossing, concrete pavement, curb, storm, sidewalks, illumination and signal

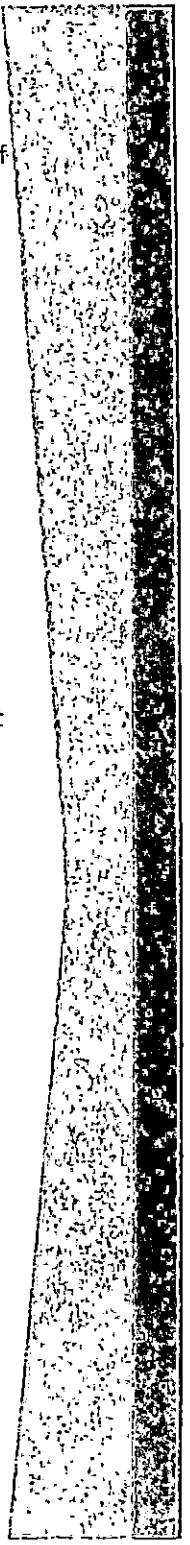
TxDot SH 6 **$116 million**
Rehabilitate driveways consisting of grading, new concrete/asphalt and placing over 900k tons of asphalt

KNIFE RIVER

JASON WADDLE

GENERAL SUPERINTENDENT – CONSTRUCTION

KNIFE RIVER CORPORATION – SOUTH



Jason is a highly accomplished and results-oriented General Superintendent with 28 years of extensive experience in all facets of road construction, including concrete paving, bridge structures, frontage roads, and overpasses.

Jason has a proven ability to lead and manage large-scale projects, ensure safety and quality standards, and deliver successful outcomes on time and within budget. Possessing strong leadership skills, a deep understanding of civil engineering principles, excellent communication abilities, and a proven track record of successful project management.

WORK EXPERIENCE

Knife River Corporation – South General Superintendent	2023 to Present
Manhattan Road and Bridge Bridge Superintendent	2020 to 2023
Flatiron Construction Superintendent	2018 to 2020

LICENSES/TRAINING

T.W.I.C exp. 2022
Transportation Worker Identification Credential
Association of Reciprocal Safety Councils, Inc.
12 Basic Plus Safety
Train the Trainer
OSHA 30-hour
CPR/First Aid

REPRESENTATIVE PROJECTS

TxDOT Brazos FM 2818 **$45 million**
Widen and develop arterial super street and add bicycle and pedestrian facilities

Macey Road Reconstruction **$5 million**
Full reconstruction of the pavement structure on Macey Road. Replacing guardrails and bridge rails, as well as installing new culverts

TxDOT Burleson FM 60 **$3 million**
Replacing bridge and approaches at Big Creek Branch. Improvements to the alignment, horizontal clearance, and vertical clearance of the roadway, widening it, and upgrading it to current roadway design standards.

TxDOT Washington FM 2780 **$17 million**
8.9 miles of rehabilitation that involves roadway improvements, extending bridges and culverts and installation of flashing beacons, illumination, signing and pavement markings and markers

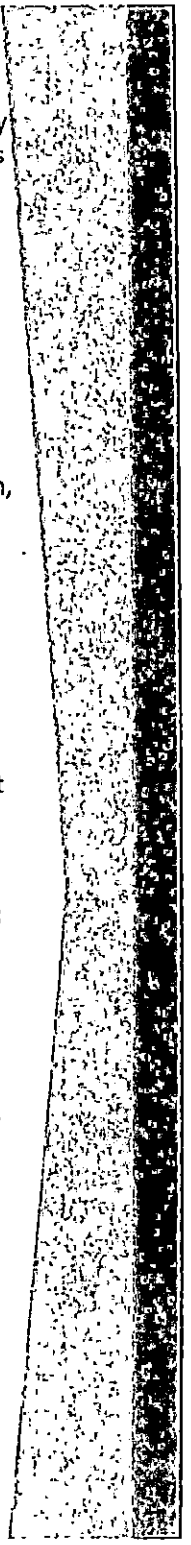
Montgomery County Rayford Road Widening **$26 million**
Performed 6.2 miles of concrete pipe and box culvert, concrete paving, driveways, curb and gutter and sidewalk ramps

KNIFE RIVER

JAKE BURCHETT

PROJECT MANAGER – CONSTRUCTION

KNIFE RIVER CORPORATION – SOUTH



Jake brought over 15 years of experience in heavy civil construction to Knife River Corporation. He is a dedicated and results-driven team player who takes pride in watching projects progress from initial planning through final completion. Jake excels in fast-paced environments, using his energy and focus to remove obstacles and empower his team and project partners.

He fosters open, consistent communication to ensure all stakeholders stay aligned throughout the project. By setting clear expectations early on, Jake helps create a supportive, collaborative atmosphere where team members and owners can work cohesively. His strategic approach and dependable leadership make him a valuable contributor to every project team he joins.

WORK EXPERIENCE

Knife River Corporation – South Project Manager Estimator	2018 to Present
Hassell Construction Contract Manager	2016 to 2018
Knife River Corporation – South Project Manager	2014 to 2016
Texas Sterling Construction Project Engineer	2008 to 2014

EDUCATION

Sam Houston State University Bachelor of Construction Management	2008

OSHA 30-hour

REPRESENTATIVE PROJECTS

Brazos County Macey Road **$5.32 million**
Reconstruction of Macey Road from FM 974 to Little Cedar Creek, Asphalt paving, storm drain, subgrade widening

City of College Station Cain/Deacon **$5.59 million**
Concrete paving, storm drain, water line for new Railroad Crossing at the intersection of Wellborn and Deacon

TxDOT FM 60 Bridge Replacement **$3.14 million**
Removal and replacement of two bridges on FM 60, road widening and resurfacing.

Brazos County Mumford Road **$1.27 million**
Reconstruction of Macey Road from FM 974 to Little Cedar Creek, Asphalt paving, storm drain, subgrade widening

City of College Station Greens Prairie Trail **$4.45 million**
Removal of existing two-lane asphalt road and addition of a four-lane concrete road with stamped concrete medians

Montgomery County Rayford Road Widening **$26 million**
Performed 6.2 miles of concrete pipe and box culvert, concrete paving, driveways, curb and gutter and sidewalk ramps

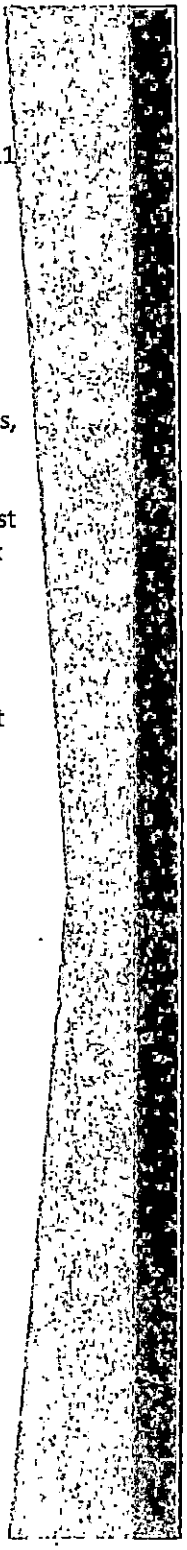
NTTA Chisholm Trail Parkway Sec. 3B **$92 million**
Twenty new bridges and overpasses totaling over four miles, sixteen thousand feet of underground utilities, three hundred square feet of MSE wall and half a million cubic yards of dirt excavation/embankment

KNIFE RIVER

GARY TAYLOR

PROJECT SUPERINTENDENT – CONSTRUCTION

KNIFE RIVER CORPORATION – SOUTH



Gary is a highly motivated and results-oriented Road Construction Project Superintendent with 11 years of experience in concrete paving, bridge structures, frontage road, and overpass construction. Possessing a strong track record of success in leading crews, ensuring project safety and quality, and managing complex construction projects from start to finish.

Gary is known for exceptional leadership qualities, the ability to build a positive team culture, and a keen eye for detail. Gary is safety-driven with a deep understanding of safety regulations and best practices, ensuring a secure and productive work environment.

WORK EXPERIENCE

Knife River Corporation – South 2016 to Present
Project Superintendent

Texcon General Contractors 2013 to 2016
Equipment Operator

CERTIFICATIONS

Level II Heavy Construction Operator
Train the Trainer – Traffic Control
OSHA 30-hour

REPRESENTATIVE PROJECTS

TxDOT Brazos FM 2818 **$45 million**
Widen and develop arterial super street and add bicycle and pedestrian facilities

TxDOT Washington FM 2780 **$17 million**
8.9 miles of rehabilitation that involves roadway improvements, extending bridges and culverts and installation of flashing beacons, illumination, signing and pavement markings and markers

TxDot Madison OSR **$22 million**
Rehabilitate existing road consisting of grading, structures, base and sealcoat

TxDOT Washington US 290 **$6 million**
Enhance safety and improve traffic flow by installing restricted crossing U-turns and installing raised medians

TxDOT Grimes SH 105 **$10 million**
Widening SH 105 to add turn lanes at specific intersections between SH 6 and CR 412 with the goal of increasing safety along the SH 105 corridor

TxDOT Walker IH 45 **$6 million**
Project consisting of 14.9 miles of overlay consisting of milling on IH 45 in Madison County

Knife River Corporation Equipment List

Rate Group	Rate Group Description	Description	Model Year
001	Asphalt Plant	ASPHALT PLANT, GENCOR/ASTEC 400 T/HR, COUNTER FLOW	
001	Concrete Plant	READY MIX PLANT, CON-E-CO LO PRO TRANSIT MIX, 200 CY/HR (BRYAN)	
001	Concrete Plant	READY MIX PLANT, TRANSIT MIX, 100 CY/HR (COLLEGE STATION)	
003	< 3/4 TN PICKUPS	2015 FORD F150 SUPERCREW	2015
003	< 3/4 TN PICKUPS	2016 FORD F150	2016
003	< 3/4 TN PICKUPS	2016 FORD F150	2016
003	< 3/4 TN PICKUPS	2016 FORD F150	2016
003	< 3/4 TN PICKUPS	2016 FORD F150	2016
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2017 FORD F150	2017
003	< 3/4 TN PICKUPS	2018 FORD F150 SUPER CREW 4x4	2018
003	< 3/4 TN PICKUPS	2018 FORD F150 SUPER CREW	2018
003	< 3/4 TN PICKUPS	2018 FORD F150 SUPER CREW	2018
003	< 3/4 TN PICKUPS	2019 FORD F150 SUPER CREW 4x4	2019
003	< 3/4 TN PICKUPS	2019 FORD F150 SUPER CREW	2019
003	< 3/4 TN PICKUPS	2023 CHEVROLET 1500 PICKUP	2022
003	< 3/4 TN PICKUPS	2023 FORD F150 CREW CAB	2023
003	< 3/4 TN PICKUPS	2024 FORD F150 SUPER CREW 4X4	2024
003	< 3/4 TN PICKUPS	2024 FORD F150 SUPER CREW	2024
003	< 3/4 TN PICKUPS	2024 FORD F150 SUPER CREW	2024
003	< 3/4 TN PICKUPS	2024 FORD F150 CREW CAB 4X4	2024
003	< 3/4 TN PICKUPS	PICKUP FORD F150	2020
003	< 3/4 TN PICKUPS	2024 FORD F150 CREW CAB 4X4	2024
003	< 3/4 TN PICKUPS	CHEVROLET 1500	2024
004	3/4 TN PICKUPS	FORD F250 XL 4X2 CREW CAB	2014
004	3/4 TN PICKUPS	2015 FORD F250 CREW CAB	2015
004	3/4 TN PICKUPS	2015 FORD F250 CREW CAB	2015
004	3/4 TN PICKUPS	2015 FORD F250 SUPER CAB	2015
004	3/4 TN PICKUPS	2016 FORD F250 CREW CAB	2016
004	3/4 TN PICKUPS	2016 FORD F250 SUPER CAB XL	2016
004	3/4 TN PICKUPS	2016 FORD F250	2016
004	3/4 TN PICKUPS	2016 FORD F250	2016
004	3/4 TN PICKUPS	2018 FORD F250 SD SUPER CAB	2018
004	3/4 TN PICKUPS	2019 FORD F250 CREW CAB	2019
004	3/4 TN PICKUPS	2019 FORD F250 CREW CAB	2019
004	3/4 TN PICKUPS	2019 FORD F250 CREW CAB	2019
004	3/4 TN PICKUPS	2023 CHEVY SILV 2500HD 4X2 CRW	2023
004	3/4 TN PICKUPS	2024 CHEVROLET 2500 PICKUP	2024
004	3/4 TN PICKUPS	2024 CHEVROLET 2500 PICKUP	2024
005	>=1 TON PICKUPS	2019 F350 CREW CAB	2019

Rate Group	Rate Group Description	Description	Model Year
005	>=1 TON PICKUPS	2019 F350 CREW CAB	2019
005	>=1 TON PICKUPS	2022 FORD F350 CREW CAB	2022
005	>=1 TON PICKUPS	2022 FORD F350 CREW CAB	2022
005	>=1 TON PICKUPS	2023 CHEVY SILV 3500HD 4X2 CRW	2023
005	>=1 TON PICKUPS	2024 CHEVROLET 3500 PICKUP	2024
009	BLOCK TRUCKS	ATTENUATOR TRUCK	2009
009	BLOCK TRUCKS	ATTENUATOR TRUCK	2013
009	BLOCK TRUCKS	ATTENUATOR TRUCK	2011
009	BLOCK TRUCKS	ATTENUATOR TRUCK	2012
009	BLOCK TRUCKS	ATTENUATOR CRASH TRUCK	2011
009	BLOCK TRUCKS	ATTENUATOR CRASH TRUCK	2011
009	BLOCK TRUCKS	ATTENUATOR CRASH TRUCK	2012
010	<= 1 TN FLAT BED TRUCKS	F550 4X2 CREW CHAS CAB	2013
010	<= 1 TN FLAT BED TRUCKS	F550 4X2 CREW CHAS CAB	2013
010	<= 1 TN FLAT BED TRUCKS	2016 FORD F350 W/ KNAPHEIDE	2016
010	<= 1 TN FLAT BED TRUCKS	2016 FORD F350 W/ KNAPHEIDE	2016
010	<= 1 TN FLAT BED TRUCKS	2018 FORD F350 W/ KNAPHEIDE	2018
010	<= 1 TN FLAT BED TRUCKS	2018 FORD F350 W/ KNAPHEIDE	2018
011	> 1 TN FLAT BED TRUCKS	TRUCK WELD FLATBED	2000
014	MECHANIC TRUCKS	KENWORTH T-370 MECHANIC TRUCK	2015
014	MECHANIC TRUCKS	F350 MECHANIC TRUCK 4x4	2013
014	MECHANIC TRUCKS	F350 MECHANIC TRUCK 4x4	2023
014	MECHANIC TRUCKS	F350 MECHANIC TRUCK 4x4	2024
015	SERVICE TRUCKS	TRUCK LUBE SERVICE	1986
015	SERVICE TRUCKS	TRUCK LUBE SERVICE 337	2011
016	FUEL TRUCKS	TRUCK FUEL 3000 GAL	2011
016	FUEL TRUCKS	FUEL TRUCK	2003
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR MACK CXU613	2015
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR MACK CXU613	2016
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR MACK CXU613	2016
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR MACK CXU613	2016
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR MACK CXU613	2016
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR PETERBILT 567	2017
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR PETERBILT 567	2017
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR PETERBILT 567	2017
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR PETERBILT 567	2017
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR 2019 MACK 64T	2019
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR 2019 MACK 64T	2019
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR 2020 MACK 64T	2020
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR 2020 MACK 64T	2020
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR 2020 MACK 64T	2020
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR AGGREGATE HAULER	2020
026	> 55K LBS GVW TRACTOR TRUCKS	TRUCK TRACTOR AGGREGATE HAULER	2020
026	> 55K LBS GVW TRACTOR TRUCKS	2025 TRUCK TRACTOR MACK 64T	2025
026	> 55K LBS GVW TRACTOR TRUCKS	2025 TRUCK TRACTOR MACK 64T	2025

Rate Group	Rate Group Description	Description	Model Year
026	> 55K LBS GVW TRACTOR TRUCKS	2025 TRUCK TRACTOR MACK 64T	2025
026	> 55K LBS GVW TRACTOR TRUCKS	2025 TRUCK TRACTOR MACK 64T	2025
027	<=55K LBS GVW TRANSPORT TRUCKS	TRUCK TRACTOR MACK LIQ ASPHALT	2019
027	<=55K LBS GVW TRANSPORT TRUCKS	TRUCK TRACTOR MACK CXU613	2015
027	<=55K LBS GVW TRANSPORT TRUCKS	TRUCK TRACTOR 2020 MACK 62T	2020
027	<=55K LBS GVW TRANSPORT TRUCKS	PNEUMATIC BULK HAULER TRACTOR	2020
027	<=55K LBS GVW TRANSPORT TRUCKS	PNEUMATIC BULK HAULER TRACTOR	2020
027	<=55K LBS GVW TRANSPORT TRUCKS	TRUCK TRACTOR 2023 MACK 62T	2023
028	> 55K LBS GVW TRANSPORT TRUCKS	LOWBOY TRACTOR HEAVY HAUL	2020
028	> 55K LBS GVW TRANSPORT TRUCKS	TRUCK TRACTOR MACK 64FT	2025
029	<= 3,000 GAL WATER TRUCKS	2000 GAL WATER TRUCK	2018
029	<= 3,000 GAL WATER TRUCKS	2000 GAL WATER TRUCK	2025
030	> 3,000 GAL WATER TRUCKS	TRUCK WATER 4000 GAL	1993
030	> 3,000 GAL WATER TRUCKS	TRUCK WATER 4000 GAL	2000
030	> 3,000 GAL WATER TRUCKS	TRUCK WATER 4000 GAL	1995
030	> 3,000 GAL WATER TRUCKS	TRUCK WATER 4000 GAL	2005
030	> 3,000 GAL WATER TRUCKS	WATER TRUCK 4000 GAL	2007
030	> 3,000 GAL WATER TRUCKS	4000 GAL WATER TRUCK	2019
031	DISTRIBUTOR/TACK TRUCKS	TRUCK DISTRIBUTOR BEARCAT	2008
031	DISTRIBUTOR/TACK TRUCKS	TRUCK DISTRIBUTOR T440	2015
031	DISTRIBUTOR/TACK TRUCKS	TRUCK DISTRIBUTOR 348	2017
033	<= 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GU813	2015
033	<= 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GU813	2015
033	<= 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2020
033	<= 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2020
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GU813	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813 REBUILD	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813 REBUILD	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813 REBUILD	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813 REBUILD	2015
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2016
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2016
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813 REBUILD	2016
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2016
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER GU813	2016
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2018
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2018
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2018
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2018
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2018
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK	2019
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2020

Rate Group	Rate Group Description	Description	Model Year
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2023
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2023
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2023
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2023
034	> 10 CY R-DIS. - CONC. TRUCKS	TRUCK MIXER MACK GRANITE 64BR	2023
042	> 12 CY DUMP TRUCKS	TRUCK DUMP MACK	2015
042	> 12 CY DUMP TRUCKS	TRUCK DUMP MACK GU713	2018
042	> 12 CY DUMP TRUCKS	TRUCK DUMP MACK GRANITE 64FR	2019
042	> 12 CY DUMP TRUCKS	TRUCK DUMP MACK GRANITE 64FR	2019
042	> 12 CY DUMP TRUCKS	TANDEM DUMP TRUCK	2020
042	> 12 CY DUMP TRUCKS	TANDEM DUMP TRUCK	2020
066	> 35 TN ARTICULATING TRUCKS	ARTICULATED TRUCK 745C	2018
066	> 35 TN ARTICULATING TRUCKS	ARTICULATED TRUCK 745C	2019
066	> 35 TN ARTICULATING TRUCKS	740 ARTICULATED TRUCK	2024
090	UTILITY TRAILERS	TRAILER 20' GOOSENECK	1981
090	UTILITY TRAILERS	TRAILER 23' UTILITY	2002
090	UTILITY TRAILERS	TRAILER 16' CONE	1993
090	UTILITY TRAILERS	TRAILER 16' FLATBED	1993
090	UTILITY TRAILERS	TRAILER 20' UTILITY	2004
090	UTILITY TRAILERS	TRAILER 16' UTILITY	2005
090	UTILITY TRAILERS	TRAILER CORE DRILL	2007
090	UTILITY TRAILERS	TRAILER 16' UTILITY	2007
090	UTILITY TRAILERS	TRAILER 20' FLATBED	2007
090	UTILITY TRAILERS	TRAILER 18' UTILITY	2006
090	UTILITY TRAILERS	TRAILER 18' UTILITY	2006
090	UTILITY TRAILERS	TRAILER CORE RIG	2008
090	UTILITY TRAILERS	TRAILER 16' FLATBED	2000
090	UTILITY TRAILERS	16' ENCLOSED TRAILER	2010
090	UTILITY TRAILERS	TRAILER UTILITY 7X14 ECONOHAUL	2013
090	UTILITY TRAILERS	TIRE TRAILER	2015
090	UTILITY TRAILERS	VACUUM TRAILER POTHOLE	2015
090	UTILITY TRAILERS	7X6 TANDEM BULL NOSE CARGO	2015
090	UTILITY TRAILERS	TRAILER UTIILITY	2016
090	UTILITY TRAILERS	TRAILER UTIILITY	2016
090	UTILITY TRAILERS	TRAILER WATER TANK 500GAL	2017
090	UTILITY TRAILERS	TRAILER UTILITY DUMP 14'	2018
090	UTILITY TRAILERS	TRAILER UTILITY 17'	2019
090	UTILITY TRAILERS	TRAILER UTILITY 17'	2019
090	UTILITY TRAILERS	TRAILER UTILITY 20'	2021
090	UTILITY TRAILERS	TRAILER UTILITY 20'	2021
090	UTILITY TRAILERS	TRAILER UTILITY 20'	2021
090	UTILITY TRAILERS	TRAILER UTILITY 10'	2021
090	UTILITY TRAILERS	TRAILER UTILITY 16'	2022
091	FLAT BED TRAILERS	TRAILER 39' FLATBED	1978
098	CEMENT TRAILERS	TRAILER CEMENT	2008

Rate Group	Rate Group Description	Description	Model Year
098	CEMENT TRAILERS	TRAILER CEMENT	2008
098	CEMENT TRAILERS	TRAILER CEMENT	2008
098	CEMENT TRAILERS	TRAILER PNEUMATIC CEMENT	2019
098	CEMENT TRAILERS	TRAILER CEMENT	2005
098	CEMENT TRAILERS	TRAILER CEMENT TANKER	2018
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2007
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2007
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2008
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2008
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2008
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2008
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2009
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2009
104	END DUMP SEMI TRAILERS	TRAILER END DUMP	2009
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2006
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
106	BOTTOM DUMP TRAILERS	TRAILER BELLY DUMP 40' 2 AXLE	2008
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER 36FT	2014
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2015
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2015
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2015
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2015
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2017
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2017
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2017
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2019
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2019
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2019
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2019
108	LIVE BOTTOM TRAILERS	LIVE BOTTOM TRAILER	2019
110	LOWBOY TRAILERS	TRAILER LOWBOY	2005

Rate Group	Rate Group Description	Description	Model Year
110	LOWBOY TRAILERS	TRAILER LOW BOY FLIP AXLE	2007
110	LOWBOY TRAILERS	TRAILER LOWBOY 50TN ROGERS	2016
121	>70 HP RUBBER TIRE SKID STEER	242D3 SKID STEER LOADER	2024
122	TRACK SKID STEER LOADER	229D2 HF SKID STEER	2019
122	TRACK SKID STEER LOADER	229D2 HF SKID STEER	2019
122	TRACK SKID STEER LOADER	331G SKID STEER / SVL75-2	2022
122	TRACK SKID STEER LOADER	289 SKID STEER	2024
122	TRACK SKID STEER LOADER	259 SKID STEER	2023
125	> 85 HP LOADER-BACKHOES	LOADER BACKHOE 420F IT	2015
132	926-938 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 938H	2011
132	926-938 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 938G	2000
132	926-938 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 918M	2017
133	950 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 950G	2005
133	950 SIZE ART WHEEL LOADER	950M CAT WHEEL LOADER	2018
133	950 SIZE ART WHEEL LOADER	950 CAT WHEEL LOADER	2024
133	950 SIZE ART WHEEL LOADER	L80H LOADER	2022
134	966 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 972M	2016
134	966 SIZE ART WHEEL LOADER	966 LOADER	2020
135	972-980 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 980M	2016
135	972-980 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 980M	2016
136	988 SIZE ART WHEEL LOADER	LOADER WHEEL CAT 982M	2021
136	988 SIZE ART WHEEL LOADER	2022 CAT 982 WHEEL LOADER	2022
149	176 - 200 HP ART FRAME GRADERS	MOTORGRADER CAT 140M	2011
149	176 - 200 HP ART FRAME GRADERS	MOTORGRADER CAT 140M	2017
149	176 - 200 HP ART FRAME GRADERS	2022 MOTORGRADER CAT 150	2022
150	201 - 225 HP ART FRAME GRADERS	MOTORGRADER CAT 160H	2006
150	201 - 225 HP ART FRAME GRADERS	MOTORGRADER CAT 160H	2007
166	100-200 HP SCRPRS / ELEVATING	SCRAPER CAT 613C ELEVATING	2006
174	50 - 130 HP TRACK TYPE DOZERS	DOZER D5K	2013
174	50 - 130 HP TRACK TYPE DOZERS	2025 CAT D5 DOZER	2025
175	131 - 250 HP TRACK TYPE DOZERS	D6T DOZER	2019
191	EXCAVATOR <=20,000 LBS	308E EXCAVATOR	2019
191	EXCAVATOR <=20,000 LBS	304 MINI CAT EXCAVATOR	2024
191	EXCAVATOR <=20,000 LBS	CX80C EXCAVATOR	2021
193	EXCAVATOR 40,001 - 60,000 LBS	EXCAVATOR CAT 325	2016
194	EXCAVATOR 60,001 - 90,000 LBS	EXCAVATOR CAT 335	2022
195	EXCAVATOR 90,001 - 120,000 LBS	352F CAT EXCAVATOR	2019
195	EXCAVATOR 90,001 - 120,000 LBS	352 EXCAVATOR	2024
210	MATERIAL HANDLING ATTACHMENTS	CAT TAKE OFF 36" EXCVTR BUCK	2022
302	MANUALLY GUIDED VIB COMPACTORS	WACKER TRENCH ROLLER	2020
306	<= 100 HP SP WHEEL COMPACTORS	ROLLER PNEUMATIC PS150C	2010
307	> 100 HP SP WHEEL COMPACTORS	ROLLER PNEUMATIC PS360C	2006
307	> 100 HP SP WHEEL COMPACTORS	ROLLER PNEUMATIC PS360C	2006
307	> 100 HP SP WHEEL COMPACTORS	ROLLER PNEUMATIC CW34	2013
307	> 100 HP SP WHEEL COMPACTORS	ROLLER PNEUMATIC CW34	2018

Rate Group	Rate Group Description	Description	Model Year
312	<= 50HP SP DUAL DRUM VIB COMP	HD12VV ROLLER	2021
313	51-150HP SP DUAL DRUM VIB COMP	COMPACTOR CB64	2015
313	51-150HP SP DUAL DRUM VIB COMP	CB15 ROLLER	2024
316	76 - 125 HP SP W&D VIB COMP	CP44B PADFOOT ROLLER	2023
317	126 - 175 HP SP W&D VIB COMP	PADFOOT COMPACTOR CP56	2011
317	126 - 175 HP SP W&D VIB COMP	CS11 SD ROLLER	2023
317	126 - 175 HP SP W&D VIB COMP	SSR120 PADFOOT ROLLER	2023
317	126 - 175 HP SP W&D VIB COMP	CS11 SD ROLLER	2024
317	126 - 175 HP SP W&D VIB COMP	SSR120 SD ROLLER	2023
317	126 - 175 HP SP W&D VIB COMP	CP11 PADFOOT ROLLER	2024
317	126 - 175 HP SP W&D VIB COMP	CS11SD ROLLER	2024
317	126 - 175 HP SP W&D VIB COMP	CP11 PADFOOT ROLLER	2024
342	> 180 HP ALL-TERRAIN CRANES	CRANE 75-TON RT175	2000
356	> 70 HP SP TELE BOOM LIFTS	460SJ MANLIFT	2017
356	> 70 HP SP TELE BOOM LIFTS	S-85 XC MANLIFT	2023
357	<= 60 HP SP ARTIC. BOOM LIFTS	TRLR MOUNTED TOWABLE BOOM LIFT	2018
359	4,000 - 7,999 LB FORKLIFTS	FORKLIFT GC20 4,000LB	1993
363	8,000-10,000 LB TELE HANDLERS	TL943D TELEHANDLER HRC	2019
363	8,000-10,000 LB TELE HANDLERS	TL1055 TELEHANDLER	2019
390	<= 185 CFM PORTABLE AIR COMP	COMPRESSOR 185CFM	1995
390	<= 185 CFM PORTABLE AIR COMP	PORTABLE AIR COMPRESSOR CFM	2021
390	<= 185 CFM PORTABLE AIR COMP	C185WDO COMPRESSOR	2023
410	ARROWBOARDS	ARROW BOARD	2018
411	MESSAGE BOARDS	MESSAGE BOARD	2008
411	MESSAGE BOARDS	MESSAGE BOARD	2015
411	MESSAGE BOARDS	MESSAGE BOARD	2016
411	MESSAGE BOARDS	MESSAGE BOARD	2014
411	MESSAGE BOARDS	MESSAGE BOARD	2014
411	MESSAGE BOARDS	MESSAGE BOARD	2018
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2019
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2019
411	MESSAGE BOARDS	MESSAGE BOARD	2020
411	MESSAGE BOARDS	MESSAGE BOARD	2020
411	MESSAGE BOARDS	MESSAGE BOARD	2020
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2021
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2021
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2022
411	MESSAGE BOARDS	SQ3 PORTABLE TRAFFIC SIGNAL	2022
412	BROOMS	KR350/AC BROOM	2013
412	BROOMS	BROOM RC350	2019
412	BROOMS	BROOM	2019
417	CHIP SPREADERS	CHIP SPREADER	2013
440	CENTRIFUGAL PUMPS	PUMP CENTRIF 6INCH	2005
440	CENTRIFUGAL PUMPS	PUMP 8" GODWIN DRI PRIME W/JD	2000
440	CENTRIFUGAL PUMPS	PUMP 6" WACKER NEUSON PT6LT	2010

Rate Group	Rate Group Description	Description	Model Year
440	CENTRIFUGAL PUMPS	8" PUMP	2022
462	HYDRAULIC HAMMERS	HYDRAULIC HAMMER	2022
492	LIGHT PLANTS	LIGHT PLANT	2004
492	LIGHT PLANTS	MLT6SM LIGHT PLANT	2020
519	FEEDERS	ST100T-LA STACKER	2024
519	FEEDERS	F48RZTU FEEDER	2024
523	WASHERS & CLASSIFIERS	PRESSURE WASHER	2019
578	> 150 HP WHEEL ASPHALT PAVERS	PAVER AP1000D	2010
578	> 150 HP WHEEL ASPHALT PAVERS	AP1055F WHEEL ASPHALT PAVER	2015
584	ASPHALT SHUTTLE BUGGIES	SHUTTLE BUGGY WEILER E2850	2016
585	<= 100 HP ROAD WIDENERS	ROAD WIDENER SPD8	2006
590	<= 700 HP TRACK PROFILERS	PM620 COLD PLANER	2016
594	401 - 550 HP RECLAIMER/STBLZRS	RM400 RECLAIMER	2021
595	> 550 HP RECLAIMER/STABALIZERS	RECLAIMER RM500B	2018
642	<= 100 HP CURB/GUTTER PAVERS	CURB AND GUTTER MACHINE 5000	1985
661	CONCRETE FINISHERS	BIDWELL BRIDGE SCREED 4800	2008
661	CONCRETE FINISHERS	BRIDGE SCREED 2450	2002
707	WELDERS	WELDER 225	2004
707	WELDERS	WELDER PORTABLE	2000
707	WELDERS	WELDER PORTABLE	2021
752	GPS ROVERS	2025 TRIMBLE SURVEY ROVER	2025
700	DIESEL LOCOMOTIVES	GP40-3N LOCOMOTIVE - GMTX3056	2020
700	DIESEL LOCOMOTIVES	SD38-2 LOCOMOTIVE - GMTX3309	2020
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020
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708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020

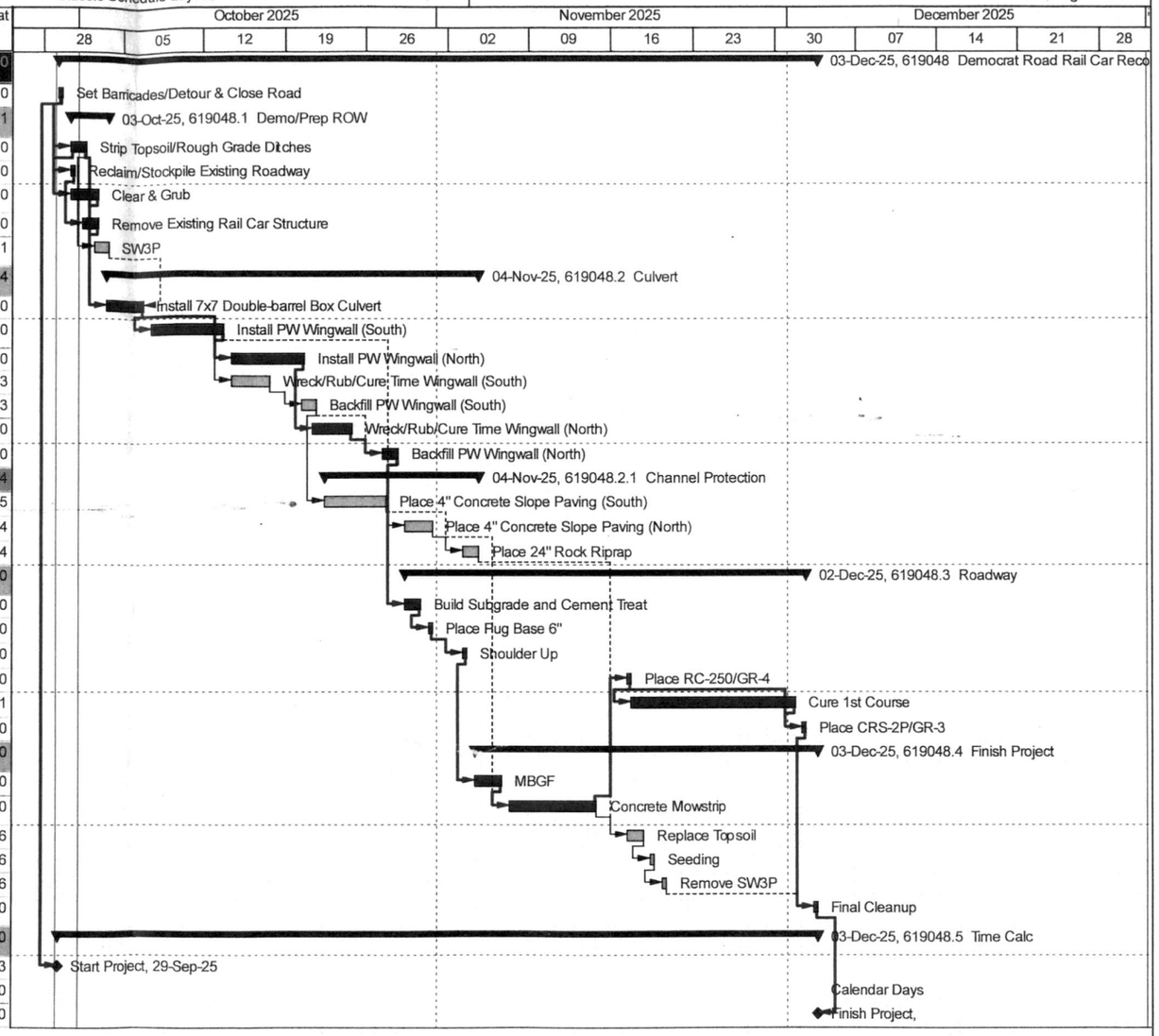
Rate Group	Rate Group Description	Description	Model Year
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020

Rate Group	Rate Group Description	Description	Model Year
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2020
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Rate Group	Rate Group Description	Description	Model Year
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2023

Rate Group	Rate Group Description	Description	Model Year
708	OPEN TOP HOPPER CARS	115 TON RAIL CAR	2023

Activity ID	Activity Name	Orig. Dur.	Act. Dur.	Rem. Dur.	Start	Finish	Total Float
619048	Democrat Road Rail Car Reconstru	46	0	46	29-Sep-25	03-Dec-25	0
A1000	Set Barricades/Detour & Close Road	1	0	1	29-Sep-25	29-Sep-25	0
619048.1	Demo/Prep ROW	4	0	4	30-Sep-25	03-Oct-25	1
A1010	Strip Topsoil/Rough Grade Ditches	2	0	2	30-Sep-25	01-Oct-25	0
A1020	Reclaim/Stockpile Existing Roadway	1	0	1	30-Sep-25	30-Sep-25	0
A1270	Clear & Grub	3	0	3	30-Sep-25	02-Oct-25	0
A1030	Remove Existing Rail Car Structure	2	0	2	01-Oct-25	02-Oct-25	0
A1140	SW3P	2	0	2	02-Oct-25	03-Oct-25	1
619048.2	Culvert	23	0	23	03-Oct-25	04-Nov-25	14
A1040	Install 7x7 Double-barrel Box Culvert	2	0	2	03-Oct-25	06-Oct-25	0
A1060	Install PW Wingwall (South)	5	0	5	07-Oct-25	13-Oct-25	0
A1050	Install PW Wingwall (North)	5	0	5	14-Oct-25	20-Oct-25	0
A1110	Wreck/Rub/Cure Time Wingwall (South)	4	0	4	14-Oct-25	17-Oct-25	3
A1130	Backfill PW Wingwall (South)	2	0	2	20-Oct-25	21-Oct-25	3
A1100	Wreck/Rub/Cure Time Wingwall (North)	4	0	4	21-Oct-25	24-Oct-25	0
A1120	Backfill PW Wingwall (North)	2	0	2	27-Oct-25	28-Oct-25	0
619048.2.1	Channel Protection	10	0	10	22-Oct-25	04-Nov-25	14
A1080	Place 4" Concrete Slope Paving (South)	4	0	4	22-Oct-25	27-Oct-25	5
A1070	Place 4" Concrete Slope Paving (North)	3	0	3	29-Oct-25	31-Oct-25	4
A1090	Place 24" Rock Riprap	2	0	2	03-Nov-25	04-Nov-25	14
619048.3	Roadway	23	0	23	29-Oct-25	02-Dec-25	0
A1150	Build Subgrade and Cement Treat	2	0	2	29-Oct-25	30-Oct-25	0
A1160	Place Pug Base 6"	1	0	1	31-Oct-25	31-Oct-25	0
A1200	Shoulder Up	1	0	1	03-Nov-25	03-Nov-25	0
A1170	Place RC-250/GR-4	1	0	1	17-Nov-25	17-Nov-25	0
A1190	Cure 1st Course	14	0	14	17-Nov-25	01-Dec-25	1
A1180	Place CRS-2P/GR-3	1	0	1	02-Dec-25	02-Dec-25	0
619048.4	Finish Project	20	0	20	04-Nov-25	03-Dec-25	0
A1210	MBGF	3	0	3	04-Nov-25	06-Nov-25	0
A1220	Concrete Mowstrip	6	0	6	07-Nov-25	14-Nov-25	0
A1230	Replace Topsoil	2	0	2	17-Nov-25	18-Nov-25	6
A1240	Seeding	1	0	1	19-Nov-25	19-Nov-25	6
A1250	Remove SW3P	1	0	1	20-Nov-25	20-Nov-25	6
A1260	Final Cleanup	1	0	1	03-Dec-25	03-Dec-25	0
619048.5	Time Calc	63	0	63	29-Sep-25	03-Dec-25	0
100	Start Project	0	0	0	29-Sep-25		63
200	Calendar Days	63	0	63	29-Sep-25	03-Dec-25	0
300	Finish Project	0	0	0		03-Dec-25	0



Remaining Level of Effort | Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING: 9/30/2025

ITEM: Award of RFP #25-606 Brazos Center Parking Lot Repair. Recommended Award: Larry Young Paving, Inc.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 09/18/2025

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: $201,820.00

NOTES/EXCEPTIONS: The evaluation committee is requesting the award of this project to Larry Young Paving, Inc. the highest evaluated vendor. The Brazos Center Parking Lot Repairs consists of approximately 29,000 feet of parking lot repairs including mill and fill, crack seal, and poly tar seal along with restriping and painting all of the parking area. The total cost for this project came under budget at $201,820.00.

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract_-_Larry_Young_Paving__Inc.pdf	Contract	Backup Material
RFP_-_Larry_Young_Paving__Inc.pdf	RFP	Backup Material
Tabulation.pdf	Tabulation	Backup Material

AGREEMENT
FOR BRAZOS CENTER PARKING LOT REPAIR

RFP # CIP 25-606

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

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

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the BRAZOS CENTER PARKING LOT REPAIR Brazos County, Texas, in the amount of **TWO HUNDRED AND ONE THOUSAND, EIGHT HUNDRED AND TEWENTY DOLLARS** ($201,820.00) is entered into this ____day of September 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **LARRY YOUNG PAVING, INC.**, (hereinafter referred to as "Contractor"). The DILLY SHAW TAP ROAD RECONSTRUCTION is hereinafter referred to as the "Project."

ARTICLE 1
GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-606** 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 Owner. 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 Owner or Owner's consultants; (2) between the Owner and a Subcontractor or Sub–subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Owner shall, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Owner'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 Brazos Center Parking Lot Repairs in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of the repairs of the Brazos Center Parking Lot which is approximately 29,000 feet, which include mill and fill, crack seals, and poly tar seal with paint finishings.

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, which is in Exhibit C of the RFP.

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. The data sheets are provided in the RFP, Exhibit D.

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

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

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

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

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

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

1.1.8.5 Construction Time: the number of calendar days required to perform the work.

Refer to Sections 8.1.1 and 8.1.2.

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

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

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

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

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

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

1.1.8.12 General Contractor: Same as Contractor.

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

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

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

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

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

1.1.8.18 Agreement/Contract: Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.

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

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

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

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

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

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

of work performed by any trade or by any Sub-contractor or supplier.

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

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

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

1.2.5.1 Modifications, Change Orders or a Change Proposal Request

1.2.5.2 This Agreement, including the General Conditions stated herein.

1.2.5.3 Addenda

1.2.5.4 Supplementary Conditions

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

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 Engineer.

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 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

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

1.6.1.1 If required to be furnished, or if furnished, Owner or Owner's Consultants will furnish electronic data in software format in use by Owner at the time Owner'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 Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify 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.

1.6.1.2 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 Owner or Owner's consultants from the system and format used by the Owner or Owner's consultants to an alternative or upgraded system or format, whether performed by Owner 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 Owner and/or Owner's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold 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 Owner or Owner's consultants.

1.6.1.3 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 Owner and Owner's consultant

1.6.1.4 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 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 Owner's additional services and expenses made necessary by such default, neglect or failure. 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 Owner's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

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

2.4.3.2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by

defects in the Contractor's work;

2.4.3.3 make changes to the work.

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

2.4.4.1 Partial Substantial Completion;

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner'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 Owner as a properly prepared, timely Request For Information (RFI) in such form as the Owner may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, 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 Owner any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Owner 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 Owner 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 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 Owner.

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. 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 Owner in the Owner's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already

performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

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

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

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

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

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Owner 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 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 Owner and properly accepted and authorized by Owner, 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 Owner Notice must be specific and transmitted in letter form. If required by Owner, 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 Owner, 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 Owner, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

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

3.5.7.1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

3.5.7.2 Warranting modifications accepted under subparagraph 3.5.6 above will give

satisfactory results.

3.5.7.3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

3.5.7.4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

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

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

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

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the 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 Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs

attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

3.8.2.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and

3.8.2.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as $100,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner has reasonable objection to the proposed superintendent, or (2) that the Owner requires additional time to review. Failure of the Owner 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 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 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, 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 Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner reasonable time, as defined by the Owner 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.

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 Owner 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 Owner is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Owner 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 Owner without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Owner; 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 Owner without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner 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 Owner. Such Work shall be in accordance with approved submittals.

3.12.7.1 The Contractor shall make all revisions as noted by Owner 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 Owner 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 Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner 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 Owner'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 Owner on previous submittals. In absence of such written notice the Owner'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 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 Owner. The Owner 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 have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Owner 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 Owner 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 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 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 Owner.

3.18 INDEMNIFICATION

3.18.1 ***TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, (COLLECTIVELY 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 Owner, the Owner'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 Owner, the Owner'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 Owner, the Owner'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 Owner, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Owner 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 Owner for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Owner.

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 Owner.

3.19.4 Contractor shall establish and maintain benchmarks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Owner, 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, 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.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Owner.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)
Day 0: Contractors receipt of Notice to Proceed
Submittals, as needed, to be provided within a reasonable time.
Day 15: Contractor attains Substantial Completion
Day 45: Contractor attains Final Completion

4.1 CLAIMS AND DISPUTES

4.1.1 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.

4.1.1.1 Claims must contain following:

4.1.1.1.1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

4.1.1.1.2 Nature of occurrence or condition giving rise to the Claim;

4.1.1.1.3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

4.1.1.1.4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

4.1.1.1.5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner, 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.

4.1.2 Decision of Owner. Claims, including those alleging an error or omission by the Owner, shall be referred initially to the Owner for action as provided in Paragraph 4.4. A decision by the 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.

4.1.3 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 Owner 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.

4.1.4 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.

4.1.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

4.1.5.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

4.1.5.2 failure of the Work to comply with the requirements of the Contract Documents; or

4.1.5.3 terms of special warranties required by the Contract Documents.

4.1.6 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 Owner 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 Owner 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 Owner shall so notify the 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 Owner has given notice of the decision

4.1.7 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 Owner; (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 Owner; (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.

4.1.8 Claims for Additional Time

4.1.8.1 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.

4.1.8.1.1 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.

4.1.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.1.8.2 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.

4.1.8.2.1 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

4.1.8.3 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 may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.1.8.4 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.

4.1.9 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.

4.1.10 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.

4.1.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.1.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.1.13 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.

4.2 RESOLUTION OF CLAIMS AND DISPUTES

4.2.1 Decision of Owner: Claims, including those alleging an error or omission by the Owner but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Owner for decision. An initial decision by the Owner 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 Owner with no decision having been rendered by the Owner.

4.2.2 The Owner 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 Owner is unable to resolve the Claim, if the Owner lacks sufficient information to evaluate the merits of the Claim or if the Owner concludes that, in the Owner's sole discretion, it would be inappropriate for the Owner to resolve the Claim.

4.2.3 In evaluating Claims, the Owner 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 Owner in rendering a decision.

4.2.4 If the Owner 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 Owner when the response or supporting data will be furnished, or advise the Owner that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

4.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Owner, the Owner will notify the parties in writing that the Owner's decision will be made within seven (7) days. Upon expiration of such time period, the Owner will render to the parties the Owner'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 Owner's decision, Owner will be required to submit the 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 Owner 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 Owner and Owner'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 Owner or Owner's consultants to complete its services on the Project. The Owner 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 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 Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner 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 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 has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 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. Each subcontractor agreement shall preserve and protect the rights of the Owner 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.

5.3.1 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.

5.3.2 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and

5.4.1.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner–Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner 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 and Contractor; a Construction Change Directive requires agreement by the Owner 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 Owner 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 Owner and signed by the Owner and Contractor, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment in the Contract Sum, if any, and

7.2.1.3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.3.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating date to permit evaluation;

7.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.3.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

7.3.3.4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner 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 Owner 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 Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

7.3.6.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

7.3.6.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

7.3.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

7.3.6.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

7.3.6.5 additional costs of supervision and field office personnel directly attributable to the change; and

7.3.6.6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

7.3.6.6.1 for Contractor, for any work performed by his own forces, 15% of the cost;

7.3.6.6.2 for each subcontractor involved, work performed by his own forces, 10% of the cost;

7.3.6.6.3 for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. 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 Owner 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 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 Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than fifteen (15) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from the Owner.

8.1.3 The date of Substantial completion is the date certified by the Owner in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

8.2.6.1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

8.2.6.2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

8.2.6.3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.3 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 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 Owner may determine.

8.3.1.1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

8.3.1.2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and

8.3.1.3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner.

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 Owner'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 HUNDRED AND ONE THOUSAND, EIGHT HUNDRED AND TEWENTY DOLLARS** ($201,820.00) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Owner 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 Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Owner 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 Owner 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 may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment and the Owner's site visit, either, issue to the Owner a Certificate for Payment for such amount determined is properly due or notify the Contractor in writing of the 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 Owner, based on the Owner'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 Owner's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. 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 Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has: (1) made exhaustive or continuous on–site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Owner 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 the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which is able to make such representations to the Owner. The Owner 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 Owner's opinion to protect from loss because of:

9.5.1.1 defective Work not remedied;

9.5.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.5.1.5 damage to the Owner or another contractor;

9.5.1.6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

9.5.1.7 persistent failure to carry out the Work in accordance with the Contract Documents;

9.5.1.8 failure to comply with the approved Project Construction Schedule;

9.5.1.9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or

9.5.1.10 the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment.

9.6.1.2 Owner may withhold payment to Contractor, 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 Owner 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 Owner 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. The Owner 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 Owner 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, then the Contractor may, upon seven (7) additional days' written notice to the Owner, 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 Owner a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Owner's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the 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 Owner. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Owner 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.

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 Owner will in a reasonable time, make such inspection and when the Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Owner'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 Owner: (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 the Owner shall, upon application by the Contractor and certification by the Owner 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 Owner 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.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

9.10.4.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents;

9.10.4.3 terms of special warranties required by the Contract Documents, or

9.10.4.4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be one thousand dollars ($1,000.00) per day if work is not completed on time (final completion), excluding any weather days.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

10.2.1.1 employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and their consultants and employees;

10.2.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub–subcontractors; and

10.2.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of

properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub–subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or 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.

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 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 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 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 Owner for Project site safety conditions created or controlled by the Contractor that result in the Owner receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner'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 to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Owner'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.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe

containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 Owner and Owner'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 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. The Contractor shall notify the Owner 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 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.

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:

11.1.1.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

11.1.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

11.1.1.3 claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;

11.1.1.4 claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;

11.1.1.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

11.1.1.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

11.1.1.7 claims for bodily injury or property damage arising out of completed operations;

11.1.1.8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

11.1.1.9.1 Premises Operations (including X, C and U coverages as applicable).

11.1.1.9.2 Independent Contractors' Protective.

11.1.1.9.3 Products and Completed Operations.

11.1.1.9.4 Personal Injury Liability with Employment Exclusion deleted.

11.1.1.9.5 Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.

11.1.1.9.6 Owned, non-owned and hired motor vehicles.

11.1.1.9.7 Broad Form Property Damage including Completed Operations.

11.1.1.10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

11.1.2.1.1 Workers' Compensation:

11.1.2.1.1.1 State: **Texas** Statutory

11.1.2.1.1.2 Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries): Statutory: **Not Applicable**

11.1.2.1.1.3 Maritime: **Not Applicable**

11.1.2.1.1.4 Employer's Liability: **$ 500,000** each accident
$ 500,000 disease, policy limit
$ 500,000 disease, each employee

11.1.2.1.1.5 Benefits required by union labor contracts: **As Applicable**

11.1.2.1.1.6 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.2 Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):

11.1.2.1.2.1 Bodily Injury: **$ 1,000,000** each occurrence
$ 1,000,000 aggregate

11.1.2.1.2.2 Property Damage: **$ 1,000,000** each occurrence
$ 1,000,000 aggregate

11.1.2.1.2.3 Property Damage Liability Insurance shall include coverage for the following hazards:

11.1.2.1.2.3.1 X (Explosion)

11.1.2.1.2.3.2 C (Collapse)

11.1.2.1.2.3.3 U (Underground)

11.1.2.1.2.4 Broad Form Property Coverage shall include Completed Operations.

11.1.2.1.2.5 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.3 Contractual Liability:

11.1.2.1.3.1 Bodily Injury: **$ 1,000,000** each occurrence

11.1.2.1.3.2 Property Damage: **$ 1,000,000** each occurrence
$ 2,000,000 aggregate

11.1.2.1.4 Personal Injury with Employment Exclusion deleted: **$ 1,000,000** aggregate

11.1.2.1.5 If the General Liability coverages are provided by a Commercial Liability policy, the:

11.1.2.1.5.1 General Aggregate shall be not less than **$ 2,000,000** and it shall apply, in total, to this Project only.

11.1.2.1.5.2 Fire Damage Limit shall be not less than **$ 100,000** on any one Fire.

11.1.2.1.5.3 Medical Expense Limit shall be not less than **$ 10,000** on any one person.

11.1.2.1.5.4 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.6 Umbrella Excess Liability: **$ 2,000,000** over primary insurance
$ 10,000 retention for self-insured hazards each occurrence

11.1.2.1.7 Business Auto Liability (including owned, non-owned and hired vehicles):

11.1.2.1.7.1 Bodily Injury: **$ 500,000** each person
$ 1,000,000 each accident

11.1.2.1.7.2 Property Damage: **$ 500,000** each occurrence

11.1.2.1.7.3 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.7.3.1 The State of **Texas** has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

11.2.1.1.1 Bodily Injury: **$ 1,000,000** each occurrence
$ 1,000,000 aggregate

11.2.1.1.2 Property Damage: **$ 1,000,000** each occurrence
$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus 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 Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a " Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner, be uncovered for the 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 Owner or governing authority has not specifically requested to examine prior to its being covered, the 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 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 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, Owner may conduct, and Contractor shall attend, a meeting 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 testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners,

successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner. 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 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), Owner 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 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 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), Owner 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 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 Owner and Project inspector (if any).

13.5.5 If the Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

13.7.1.1 Before Substantial Completion. Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

13.7.1.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

13.7.1.3 After Final Certificate for Payment. As to acts or failures to act occurring

after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct 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:

13.8.1.1 Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

13.8.1.2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub–subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

14.1.1.1 issuance of an order of a court or other public authority having jurisdiction;

14.1.1.2 an act of government, such as a declaration of national emergency, making material unavailable;

14.1.1.3 because the Owner has not issued a Certificate for Payment and has not

notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

14.1.1.4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner, 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, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

14.2.1.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.2.1.2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;

14.2.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

14.2.1.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

14.2.2.1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;

14.2.2.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

14.2.2.3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

14.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

14.3.2.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

14.4.2.1 cease operations as directed by the Owner in the notice;

14.4.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

14.4.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15
ACCESS TO THE WORK

15.1 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 Owner 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 Owner, 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 SEPTEMBER 30, 2025, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least two (2) original copies of which one (1) is to be delivered to the Contractor and the remainder to the Owner.

OWNER:
BRAZOS COUNTY, TEXAS

Date: 9/30/25

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

CONTRACTOR:
LARRY YOUNG PAVING, INC.

Date: 9.17.25

~~Matt Young~~ Herbert L. Young, Jr.
Larry Young Paving, Inc.

ATTACHMENT "A"
BRAZOS CENTER PARKING LOT REPAIRS
REQUEST FOR PROPOSAL CIP 25-606

REQUEST FOR PROPOSALS

RFP NO. CIP 25-606

Brazos Center Parking Lot Repair

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, September 2, 2025, 2:00pm CST

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

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

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

Company Name: Larry Young Paving, Inc.

By (Print): Matt Young Title: Estimator

Physical Address: 1852 Silver Hill Rd. Bryan, TX 77807

Mailing Address: PO Box 11779 College Station, TX 77842

Telephone: (979)823-4888 Fax: (979)823-4884 E-Mail: m.young@larryyoungpaving.com

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 25-606
Brazos Center Parking Lot Repairs

Issued: August 22, 2025
Change: Adding Brazos Center Calendar
Reason: Requested in Pre-Proposal Meeting

Please see the attached schedule and daily bookings list with restrictions for September and October. All days that state "Full Parking Lot" in the schedule are days that do not have events and the parking lot can be completely empty.

Please use this calendar to help develop your schedule to justify the days proposed in the proposal submitted.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: _____
Printed Name: Tracy Laing

7. **The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposal.**
   a.Completed and signed RFP including:
      i. References (Section R)
      ii. Certification of Proposal (Section U)
   b. Bid Bonds

R. PRICING

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency
   Contingency is established at $20,000.00 and shall be processed pursuant to the specifications in the contract.

2. Total Base Bid
   The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: $20,000.00

Total Base Bid: $ 181,820.00

Total Base Bid Pricing in Word Format: _____

one hundred eighty one Eight hundred twenty and 00/100 —

3. Alternate Pricing
   The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: $ -17,000.00

Total Deductive Amount in Word Format: _____

Seventeen thousand & 00/100 —

4. Calendar days to complete the project from Notice to Proceed to Substantial Completion:

Total Calendar Days 15

5. Unit Prices:

Remove and replace unsuitable soils and material with cement stabilized sand including compaction, related items and appurtenances, complete in place. Limits of removal and replace to be approved by Brazos County prior to initiating work.	$ $75.00	/10 CY

S. REFERENCES

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

Company/Entity: Binkley Barfield

Contact: Greg Lanting, P.E.

Phone: (979)703-1809

Email: glanting@dccm.com

Company/Entity: Gessner Engineering

Contact: Sean Ray, P.E.

Phone: (979)985-3619

Email: sray@gessnereng.com

Company/Entity: City of Conroe

Contact: Tara B. Gaha, P.E.

Phone: (936)522-3000

Email: t.gaha@cityofconroe.org

Company/Entity: City of College Station

Contact: James Smith, P.E.

Phone: (979)764-3877

Email: jsmith@cstx.gov

Company/Entity: Brazos County

Contact: Gary Arnold - O.M

Phone: (979)822-2127

Email:

* Reference letters attached

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: Larry Young Paving, Inc.

Address: PO Box 11779 College Station, TX 77842

Proposer's Name: Matt Young

Position/Title: Estimator

Proposer's Signature: [signature]

Date: 8/29/2025

Subscribed and sworn to me on this 29th day of Aug in the year 2025

[signature]

Notary Public

My Commission expires 7/17/28

Maggi B Dickerson
My Commission Expires
7/17/2028
Notary ID134986147

U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1	No.	No.
Date 8/22/25	Date	Date

V. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: Estimator

Typed Name: Matt Young

Company Name: Larry Young Paving, Inc.

Mailing Address: PO Box 11779 College Station TX 77842
P.O. Box or Street City State Zip

Employer Identification Number: 20-3237385

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 25-606

By signing below, Brazos County agrees that this RFP CIP 25-606 will be awarded to the respondent whose name appears above, and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: SEPTEMBER 30, 2025

Attest: Brazos County Clerk Karen McQueen
By: Shelia Peters-Bowman
Chief Deputy

BinkleyBarfield | DCCM

March 20, 2025

Re: Letter of Recommendation

To Whom It May Concern,

I am pleased to recommend Larry Young Paving as a quality contractor. We have designed several projects Larry Young Paving has constructed in the Brazos Valley for TxDOT and the Cities of College Station and Bryan, totaling over $40 million in construction costs. These selections were made through either low bid or competitive sealed bids.

As the Engineer of Record, I have worked closely with Larry Young Paving during the construction phase services. Their leadership and construction managers have consistently demonstrated responsiveness and a collaborative approach, striving for win-win outcomes. They have handled change orders and field updates fairly and reasonably, avoiding unnecessary debates.

Furthermore, warranty walkthroughs have not revealed significant issues, underscoring the quality of their work. Larry Young Paving has been a reliable and professional partner, and I am happy to recommend them. Please feel free to contact me if you have any questions.

Sincerely,

BinkleyBarfield | DCCM

Greg Lanting, PE
Sr. Project Manager
GLanting@dccm.com

DocuSign Envelope ID: ED0FEB04-BEB6-4748-A765-27AD9BFD2B8B

GESSNER
ENGINEERING

May 11, 2021

City of Bryan
205 E 28th Street
Bryan, Texas 77803

Re: Letter of Reference

To Whom It May Concern:

I have had the pleasure of working with Larry Young Paving on several projects including a challenging road failure project that involved extensive grading and storm work. The I&GN Roadway Failure Remediation project was a $1.4 Million project that improved drainage adjacent to the roadway and lowered the roadway to reduce the embankment side slopes to remediate the embankment failure. The project required Larry Young Paving to perform the extensive work while maintaining access to adjacent properties to owners, mail service, and trash collection.

Larry Young Paving was diligent, respectful and understanding with adjacent property owners, and completed the work ahead of schedule. They ensured the safety of the public was a high priority by continually inspecting traffic control and the site for potential hazards. Punch list items were completed in a timely manner and to the requirements/needs of the project team. I recommend Larry Young Paving for any Civil project and look forward to working with them for many years to come.

Sincerely,

Sean Ray, M.E., P.E.
Project Coordination – Department Head
Gessner Engineering, LLC

CITY OF CONROE

Est. 1904

May 10. 2021

City of Bryan
205 E 28th St.
Bryan, TX 77803

Re: Project Reference

To Whom it May Concern:

Over the past 3 years, Larry Young Paving has contracted approximately $30 M in work with the City of Conroe. From Rehab to New Construction contracts, Larry Young Paving has completed many difficult projects for the City requiring bridge construction, slipform paving, deep sanitary and waterline mostly with their own crews. We found them to be exceptional in both their knowledge base and their ability to execute the work. They provided solutions to difficult problems and completed projects on time. I would recommend their company without question. If you require any additional information, please don't hesitate to contact me

Sincerely,

Tara B. Gaha, P.E.
Senior Project Engineer
Engineering Dept.
City of Conroe

Tracy Lang

From: Mark Schinzler
Sent: Thursday, April 28, 2022 1:05 PM
To: Tracy Lang
Subject: FW: Written References

From: James Smith <jsmith@cstx.gov>
Sent: Monday, May 10, 2021 4:35 PM
To: Mark Schinzler <m.schinzler@larryyoungpaving.com>
Subject: RE: Written References

Larry Young Paving has completed several roadway projects for the City of College Station. The quality of utility, concrete and roadway work has met or exceeded all of our requirements and expectations. Often I will receive comments from residents on how pleased they are with the look and quality of the infrastructure and how they feel like it has improved the look of their neighborhoods.

James Smith, PE
Project Manager
Phone 979-764-3877
Cell-979-324-7058

DocuSign Envelope ID: ED0FEB04-BEB6-4748-A765-27AD9BFD2B8B

Mark Schinzler

From: Gary Arnold <GArnold@brazoscountytx.gov>
Sent: Friday, May 7, 2021 3:58 PM
To: Mark Schinzler
Subject: reference

To whom it may concern Larry Young Paving has completed 6 Road projects with live traffic on each one in the last 2 years for me. All 6 projects were completed well before completion deadline with 0 change orders. There management team and field personnel are second to none.

Gary Arnold
Operations Manager
Brazos County Road and Bridge

Larry Young Paving, Inc.	2. EXAMPLE PROJECT KEY NUMBER

3. TITLE AND LOCATION (City and State)	4. YEAR COMPLETED	
HUNTSVILLE CITY STREETS 2025 HUNTSVILLE, TX	PROFESSIONAL SERVICES 2025	CONSTRUCTION HMAC

5. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL
City of Huntsville	John Hereford	(936)294-5722

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria

- HMAC, mill & overlay, pavement markings, storm





Contract Value: $2,400,000

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	City of Huntsville	Huntsville, TX	Owner
c.			

Larry Young Paving, Inc.	2. EXAMPLE PROJECT KEY NUMBER

3. TITLE AND LOCATION (City and State)	4. YEAR COMPLETED	
CENTERVILLE ISD CENTERVILLE, TX	PROFESSIONAL SERVICES 2025	CONSTRUCTION HMAC

5. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL
Centerville ISD	Jeret Fleming – P.M.	(972)633-0564

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria
• HMAC, mill & overlay, pavement markings





Contract Value: $620,000

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION *(City and State)* Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Centerville ISD	(2) FIRM LOCATION *(City and State)* Centerville, TX	(3) ROLE Owner
c.	Gallagher Consultants	Richardson, TX	Construction Management

Larry Young Paving, Inc.	2. EXAMPLE PROJECT KEY NUMBER

3. TITLE AND LOCATION (City and State)	4. YEAR COMPLETED	
BAYBROOK MALL FRIENDSWOOD, TX	PROFESSIONAL SERVICES 2025	CONSTRUCTION HMAC

5. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL
Brookfield Properties	Thomas Zimmer	(281)667-9130

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria

- HMAC, mill & overlay, pavement markings





Contract Value: $750,000

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	Brookfield Properties	Houston, TX	Property Management
c.	Zimmer Consultants	Houston, TX	Records Keepers/Consultant

Larry Young Paving, Inc.	2. EXAMPLE PROJECT KEY NUMBER

3. TITLE AND LOCATION (City and State)	4. YEAR COMPLETED	
ELGIN, TX CITY STREETS - REHABILITATION	PROFESSIONAL SERVICES 2025	CONSTRUCTION HMAC

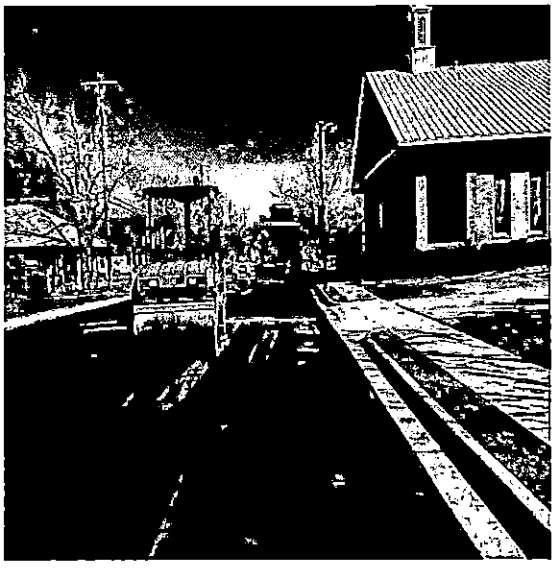
5. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL
City of Elgin	Michael Gonzales	512-281-5724

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria

- Water, Storm, Sanitary, Reinforced Concrete Paving, HMAC





Contract Value: $500,000

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	WGA	Houston, TX	Engineer
c.	City of Elgin	Elgin, TX	Owner

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	2. EXAMPLE PROJECT KEY NUMBER
3. TITLE AND LOCATION *(City and State)* CITY OF CONROE, TX CONROE LAKE FOREST	4. YEAR COMPLETED PROFESSIONAL SERVICES: 2025 CONSTRUCTION: HMAC

5. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL
City of Conroe, TX	Tara B. Gaha, P.E.	936-522-3000

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria

- Reinforced Concrete Paving, HMAC, Storm, Sanitary Sewer, Water





Contract Value: $3,835,682

Change Order #1 – ASPHALT DRIVEWAY REPAIR (UNIT PRICE: $7,500/LS)	$7,500.00
Change Order #2 – Remove and Replace Waterline at Culvert Crossing (4in)(Blue PVC C900	$19,600.00

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	City of Conroe	Conroe, TX	Owner/Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	2. EXAMPLE PROJECT KEY NUMBER
3. TITLE AND LOCATION (City and State) COSTCO WHOLESALE COLLEGE STATION, TX	4. YEAR COMPLETED: PROFESSIONAL SERVICES 2022; CONSTRUCTION HMAC
5. PROJECT OWNER'S INFORMATION	
a. PROJECT OWNER: GC: RSR CONSTRUCTION	b. POINT OF CONTACT NAME: Chris Robinson; c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL: (503)645-8531

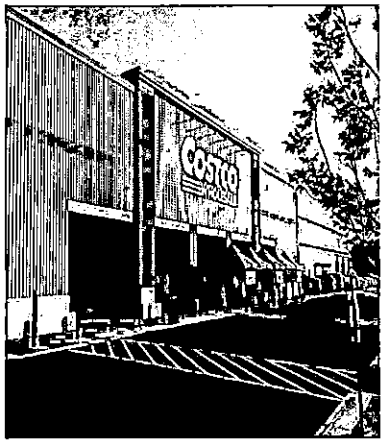
6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria

- Earthwork, HMAC paving, Water, Storm, Sanitary, Reinforced Concrete Paving

Contract Value: **$5,843,240.00**





7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME: Larry Young Paving	(2) FIRM LOCATION (City and State): Bryan, TX	(3) ROLE: Sub Contractor
b.	(1) FIRM NAME: RSR Construction	Hillsboro, OR 97124	(3) ROLE: General Contractor

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
1. NAME MARK SCHINZLER	2. ROLE IN THIS CONTRACT Chief Operating Officer	3. YEARS EXPERIENCE a. TOTAL: 18	b. WITH CURRENT FIRM: 18
4. FIRM NAME AND LOCATION (City and State) Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY (Specialization) Over 17 years of experience in private development, municipal, county, and state civil works projects. Education: Texas A&M University, BS-2002	6. AREAS OF EXPERTISE (Discipline) Flexible and ridged pavements, underground wet and dry utilities, earthworks, stabilization, contract management, client liaison, operations and financial management.		

7. EXPERIENCE

Larry Young Paving, Inc. 2007-Present

Chief Operating Officer

Six-plus years of experience as a project manager of projects from USAGE to municipalities and public work for TAMU. Management of approx. $100 million in contracts annually. Well versed in varying specifications for asphalt design, concrete design and the installation of storm utilities. Licensed (Company Representative) in Texas, Louisiana as Highway Contractor and Mississippi as General Asphalt pavement contractor. Project scheduler with experience in all aspects of project material procurement and subcontractor methodology and timelines. Experience in both general building construction as well as civil construction. Financial management for varying sized projects as well as VE for customers who require.

GTEC, PA. 2004-2007

Administrator

Administrator in the Health care industry for 16 physicians and 30 mid-level providers. Managed build outs for medical offices and lease tenants. Developed compensation for physicians based on ER care practices, billables, payer mix, etc. Management of all cash flows for the company and tax planning.

8. RELEVANT PROJECTS	
1) TITLE AND LOCATION (City and State) **Longmire Road Widening** **Conroe, Texas**	(2) YEAR COMPLETED 2020
Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305	**Work Performed Under:** Larry Young Paving

Description: Three-mile Road widening and rehabilitation project including reinforced concrete paving, sidewalks, storm, sanitary sewer, water, and lighting.
Role: General Manager

1) TITLE AND LOCATION (City and State) **Conroe Park North Extension and Farrell Road Widening** **Conroe, Texas**	(2) YEAR COMPLETED 2021
Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305	**Work Performed Under:** Larry Young Paving

Description: This is phase II of this project, an extension of Conroe Park and widening of Farrell Road. The project includes reinforced concrete paving, storm, sanitary sewer, water, and a bridge.
Role: General Manager

1) TITLE AND LOCATION (City and State) **City of Bryan – Woodville Road** **Bryan, Texas**	(2) YEAR COMPLETED 2021
Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802	**Work Performed Under:** Larry Young Paving

Description: Rehabilitation of Woodville Road including reinforced concrete paving, sidewalks, storm, sanitary sewer, and water.
Role: General Manager

1. NAME	2. ROLE IN THIS CONTRACT	3. YEARS EXPERIENCE	
ROBERT WILLIS	Director of Construction	a. TOTAL	b. WITH CURRENT FIRM
		8	4

4. FIRM NAME AND LOCATION (City and State)
Larry Young Paving, Inc., Bryan, TX

5. SUMMARY (Specialization)	6. AREAS OF EXPERTISE (Discipline)
Over seven years of experience in managing municipality street maintenance projects including asphalt and concrete pavements. Over twenty years of management experience. Education: Sam Houston State University, BA-1996	Project Management, Procurement, Operations and Maintenance of municipality contracts.

7. EXPERIENCE

Larry Young Paving, Inc. 2021-Present

Director of Construction

Responsible for contractual compliance and QC implementation. Coordination with the Engineer/Employer.

City of Bryan 2008-2021

Operations Supervisor

Manage the day-to-day operations of the City of Bryan Streets & Drainage Department. Responsibilities included budgeting, scheduling internal and contractual maintenance tasks, projected street maintenance needs, managing material contracts, and supervision of fifteen employees.

8. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
FM 158/William J. Bryan Pkwy.	2023
Owner Information: TxDOT – Austin, TX	**Work Performed Under:** TxDOT

Description: Managed replacement of approximately one and half (1.5) miles of residential streets.

2) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
City of Bryan – South College Ave. **Bryan, Texas**	2023
Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802	**Work Performed Under:** City of Bryan

Description: Managed the daily work load of contractor for utility cuts, street repairs, and other miscellaneous concrete tasks.

3) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
City of College Station – Rock Prairie Rd. **College Station, Texas**	2023
Owner Information: City of College Station P.O. Box 9960 College Station, TX 77842	**Work Performed Under:** City of College Station

Description: Managed the replacement and installation of new sanitary sewer along Independence Drive. Completed lateral storm drain installation and replacement of concrete pavement.

4) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
City of Bryan – Management of Curb and Gutter Flatwork Contract **Bryan, Texas**	2022
Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802	**Work Performed Under:** City of Bryan

Description: Managed the replacement and installation of new sanitary sewer along Independence Drive. Completed lateral storm drain installation and replacement

RESUMES OF KEY PERSONNEL			
1. NAME ROBERT MCFARLAND	2. ROLE IN THIS CONTRACT Project Manager	3. YEARS EXPERIENCE a. TOTAL: 13	b. WITH CURRENT FIRM: 3
4. FIRM NAME AND LOCATION (City and State) Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY (Specialization) Knowledgeable in all phases of Civil Works with special emphasis on roads and civil works procurement. Education: Texas A&M University, B.S. Ag. Systems Mgmt. 2011		6. AREAS OF EXPERTISE (Discipline) Project Management	

7. EXPERIENCE

Larry Young Paving, Inc. 2022-Present

Project Superintendent

Responsibilities include project managing/superintendent for large structural and paving reconstructions up to $15 million.

Environmental Allies-Purchasing 2021-2022

Project Management

- Purchasing of Construction materials and equipment for various projects, using competitive bids to control job costs
- Managed MUD District mowing crews, produced bids on maintenance items in drainage channels and retention ponds Established relationships with Engineers and Board members to maintain their districts

Precision Demolition-Estimating 2019-2021

Project Management

- Managed Sales call backs for bid projects and contact with customers from the early stages of bidding to award of contract
- Managed projects with Superintendent team and field staff to stay on budget and time projects

8. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
William D. Fitch Pkwy Ph. 1 **College Station, Texas**	2025
Owner Information: City of College Station Texas Ave. College Station, TX 77845	**Work Performed Under:** Larry Young Paving

Description: Road widening rehabilitation project including reinforced concrete paving, HMAC, sidewalks, storm, sanitary sewer, and water.

Role: Project Superintendent

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Rivershire Area **Conroe, Texas**	2024
Owner Information: City of Conroe 300 W. Davis St. Conroe, TX 77301	**Work Performed Under:** Larry Young Paving

Description: The project includes reinforced concrete paving, HMAC, storm, sanitary sewer, and water.

Role: Project Engineer

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Service Area **Conroe, Texas**	2024
Owner Information: City of Conroe 300 W. Davis St. Conroe, TX 77301	**Work Performed Under:** Larry Young Paving

Description: Road rehabilitation project including reinforced concrete paving, HMAC, sidewalks, storm, sanitary sewer, water, and lighting.

Role: Project Engineering

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
1. NAME CARL REED	2. ROLE IN THIS CONTRACT Asphalt Superintendent	3. YEARS EXPERIENCE a. TOTAL: 30	b. WITH CURRENT FIRM: 3
4. FIRM NAME AND LOCATION (City and State) Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY (Specialization) Knowledgeable in all phases of Civil Works with special emphasis on roads and highways. Education: Abilene Christian University	6. AREAS OF EXPERTISE (Discipline) Asphalt paving Earthwork		

7. EXPERIENCE

Larry Young Paving, Inc. 2022-Present

Project Superintendent- Asphalt

Responsibilities include project managing/superintendent for large paving reconstructions up to $15 million.

Smith & Company 1985-2019

Asphalt Superintendent

Responsibilities include asphalt project superintendent for paving reconstructions. Managed asphalt crew over 15-20 employees.

8. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Porter Heights Community **Montgomery County, Texas**	2024
Owner Information: Montgomery County 501 N. Thompson St.# 405 Conroe, TX 77301	**Work Performed Under:** Larry Young Paving

Description: Road rehabilitation, including mill and HMAC paving, Storm sewer

Role: Asphalt Project Superintendent

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
I&GN Rd. **Brazos County, Texas**	2024
Owner Information: Brazos County 300 E. 26th St. Bryan, TX 77803	**Work Performed Under:** Larry Young Paving

Description: Road widening and rehabilitation project including mill and HMAC paving.

Role: Asphalt Project Superintendent

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
City of Hearne **Hearne, Texas**	2024
Owner Information: City of Hearne 209 Cedar St. Hearne, TX 77859	**Work Performed Under:** Larry Young Paving

Description: Road rehabilitation, including mill and HMAC paving

Role: Asphalt Project Superintendent

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
FM2/Hwy 6 **Navasota, Texas**	2024
Owner Information: TxDOT 125 E. 11th St. Austin, TX 78701	**Work Performed Under:** Larry Young Paving

Description: Road widening and rehabilitation project including mill and HMAC paving.

Role: Asphalt Project Superintendent

LARRY YOUNG PAVING

RESOURCE AVAILABILITY/QUALIFICATIONS

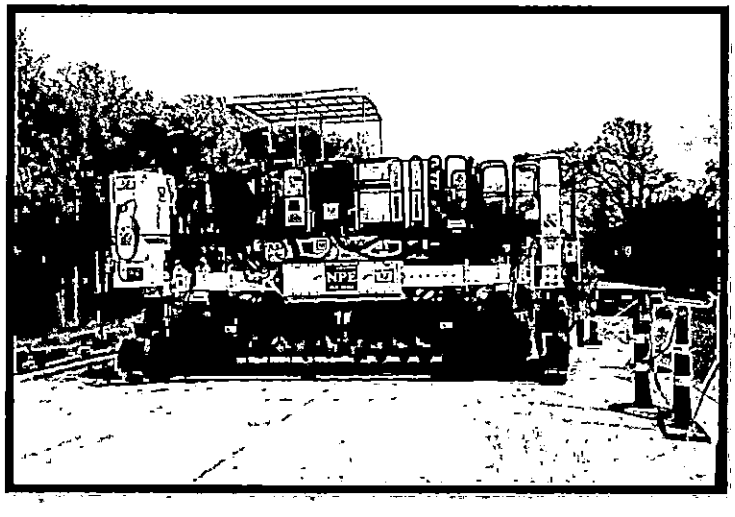
Larry Young Paving (LYP) is ready and able to provide Brazos County with experienced, qualified personnel and management practices to deliver on time, on budget performance. Since its founding in August 2005, LYP has seen exponential growth while maintaining an aggressive stance in project delivery of local city, county and state projects. Our past experience provides us with the knowledge and understanding of accepted industry practices required under defined contract terms and conditions to meet or exceed client expectations.

Company History

In August 2005 Larry Young Paving (LYP) was established specializing primarily in commercial and residential asphalt parking lots, driveways, repairs and general site work focused on the private sector. As the workload increased the company began pursuing local municipal, county and state opportunities matching internal resource requirements in both manpower and equipment requirements. At present LYP is under contract with the City of Bryan, City of College Station, TXDOT and numerous local development companies totaling more than sixty projects of various scope and budget. Current project workload includes the construction of multi-span bridges, slip form paving, asphalt paving, earthworks and underground utilities.

Experience, Qualifications & Resources

LYP is experienced in all phases of local and regional civil works project delivery requirements. Currently the company employs over 280 skilled and unskilled personnel to include equipment operators, concrete, asphalt and underground utility crews. Added to workforce, LYP equipment count exceeds 130 pieces to include late model excavators, loaders, motor graders, dozers, ridged and flexible pavers, and trucks.



Project Management is key to the success of LYP. Our combined years' experience of management staff exceeds 150 providing a comprehensive approach to all aspects of Civil Works project delivery.

LYP has the ability to effectively manage multiple projects. At present the company is engaged in sixty-one contracts ranging in size and scope from municipal sidewalk replacement/rehabilitation with the City of College Station, Texas to major capital road and bridge projects. Capabilities include, but are not restricted to underground utility work (storm, sewer and water), high volume earthworks, concrete and asphalt paving, concrete structures and bridges and architectural sidewalk/multi use pathways. Projects are managed in the field by competent Site Supervisors and Foremen under the guidance of Project Managers experienced in private development, municipal, state, and federal government contracts.

1 [X]Corporation []Partnership []Sole Proprietorship []Joint Venture []Limited Liability Company

Larry Young Paving, Inc. is a corporation, registered in the State of Texas.

Tax ID # 20-3237385

2 In continuous business since:

Larry Young Paving has been in continuous business since 2005 with offices located at 1852 Silver Hill Road, Bryan Texas 77805.

3 List other fully staffed offices or fully staffed branch offices of your organization:

Name /Location	Branch Manager	Telephone Number
N/A		

Larry Young Paving maintains one office located at the afore mentioned address. The office phone number is (979)823-4888.

Herbert L. Young, Jr – President

Beverly Young – VP

Mark Schinzler - COO

CRASH TRUCKS				
CT	001	2005 International 4300 Crash Truck(d	1.29.2018	1MAAM85H686149
CT	002	2007 International 4300 Flatbed Body	4/20/20	1MAAN57H392798
CT	003	2003 International 4300 Crash Truck	3/17/21	1MAAM13N583982
CT	004	2007 Freightliner Crash Truck M2106	4/15/21	CXCS47HY81707
CT	005	2010 International 4300 Crash Truck S	3/13/24	1MAANXAH280036
CT	006	2010 International 4300 Crash Truck S	3/13/24	1MAAN6AH280034
CT	007	2010 International 4300 Crash Truck S	3/13/24	1MAAN4AH280064
FUEL TRUCKS				
FT	002	2020 Kenworth Lube Truck T270(Dies	6/23/20	1HM6H1LM424213
FT	003	2014 Peterbuilt Fuel Truck	2/10/22	2HJ7X7EM225397
FT	001	2013 International Fuel Truck	1/18/19	1MAAN0DH156264
LT	001	2010 Lube Truck #1	3/10/16	1MANGAH268090
MECHANIC TRUCKS				
MT	001	2007 F450 Mechanic Truck	12/23/16	KX46P27EB32191
MT	002	2018 Ford F-550 Mechanic Truck(Dies	6.12.18	0X5HT3JEB99214
MT	003	2007 Peterbilt Mechanic Truck	2/10/22	LHD7X17M733566
MT	004	2021 Ford F-650 w/ 2014 Autocrane T	4/4/23	F6DC5MDF08972
WATER TRUCKS				
WT	001	2002 International Water Truck	6/4/10	1HBAAN12H411741
WT	002	2007 INT-WATER TRK-4300 W/ 2000	7/24/15	1MAAN77H392771
WT	003	2012 International Water Truck(Diesel	9.7.18	1MAAN1CH587596
WT	004	2011 International Water Truck(diesel)	6.3.19	1MAAN1BH388479
WT	005	2002 International Water Truck 4300	8/21/19	1MAAN42H517122
WT	006	2012 Freightliner Water Truck 2000 ga	9/22/21	CXDT0CDBD9005
WT	007	1986 Amer Gen M927 Water Truck	2/24/22	NJ7 C527-00948
WT	008	1992 Amer Gen M927 Water Truck	2/24/22	5167-12
WT	009	2017 Freightliner Water Truck M-2-106	5/25/23	CYCY9HHHX1202
WT	010	2015 Peterbilt 348 Water Truck	9/14/23	3LJ9X6FM269361
WT	011	2015 Peterbilt 348 Water Truck	9/14/23	3LJ9XXFM269363
WT	012	2019 Peterbilt 348 Water Truck	2/2/24	P3LJ0X604237
TRAILERS				
TR	001	2004 Landoll 435A Sliding Axle Trailer	6/13/12	435UH441013578
TR	002	Changed to ATP001		
TR	003	Changed to ATP002		
TR	004	2007 Red Box Trailer 16' long	4/18/07	JTB42X7Y056049
TR	005	2011 Texas Bragg (Bodystyle UT) 14'	4/1/11	FP162XB1010258
TP	001	Changed to ATP003		
TP	002	Changed to ATP005		
TR	006	2012 Brute Trailer (Cream Puff) goose	4/7/11	5F4421CB663173
TR	015	Ranco Anvil ED Tractor trailers (05) S	8/21/15	5D3428ER661673
TR	016	Ranco Anvil ED Tractor trailers (01) S	8/21/15	5D3421ER661661
TR	017	Ranco Anvil ED Tractor trailers (03) S	8/21/15	5D3420ER661702
TR	018	2016 ETNYRE Gooseneck Trailer 55	3/30/16	320589GE111245
TR	019	2018 White Cargo Trailer	2/9/17	JEHT20JY075828
TR	020	2017 Tx Bragg 20' Trailer	10.2.17	FP2020H1078253
TR	021	2018 White Cargo Trailer 20'x8.5	10.7.17	JEHV24JY077711
TR	022	2018 Texas Baragg - 20' Trailer	7.9.18	FP2023J1083971
TR	031	2019 Cargo Mate Trailer	1/4/19	JEHV28KY081522
TR	032	2018 Multiquip Water Trailer	4.12.19	3M1228JL022923
TR	033	See Message Board Above		
TR	034	See Message Board Above		
TR	035	2019 83x18 C&M PipeUT Trailer	9.25.19	3U1822KT209146
TR	036	2018 Multiquipt Water Trailer	9/17/19	3M122XJL022924
TR	037	2018 Lone Star 16Ft Utility Trailer	2/19/20	3U162XJH009185
TR	038	2020 Travis End Dump	2/26/20	2F2640L1014234
TR	039	2020 Travis end Dump Trailer	3/4/20	2F2642L1014235
TR	040	2018 Pipe Top Utility Drailer 7K (83X1	8/9/19	3U1829JT197303
TR	041	2021 Continental Cargo Trailer (7X16)	8/24/20	JLV622MY039210
TR	042	2021 Utility Trailer (J&C Trailer)	10/23/20	8AL24MW490238
TR	043	2019 Trailking Open Deck Lowboy wit	12/3/20	H05332KM029526
TR	044	2019 Trailking Open Deck Lowboy wit	12/3/20	R00510KM029527

TR	045	2021 Utility Trailer- Davidson	4/23/21	5U2023MNDT2458
TR	046	2022 Cargo Mate Trailer-7' X 16' (encl	6/18/21	JNN728NY088292
TR	047	2014 Travis 28 ft. Quad A Frame End	8/27/21	AP2846E1008866
TR	048	2014 Travis 28 ft. Quad A Frame End	8/27/21	AP2847E1008861
TR	049	2019 Puma 42 Ft T/A Bottom Dump T	8/27/21	HJP28KW092314
TR	050	2021 Goosneck Tilt-Tri-Axle Model 25	9/21/21	J6S034MD058323
TR	051	2015 Utility Trailer- Man made	11/9/21	O ID NUMBER
TR	053	Survey Trailer loaded with equipment	2/14/2022	1UK500E2XC1075413
TR	059	2022 Armorlite Belly Dump	3/10/22	A53K28NA000641
TR	060	2022 Armorlite Belly Dump	3/10/22	A53K21NA000643
TR	061	2021 Big Tex Trailer black	2/28/22	W2426M2015496
TR	062	2022 Multiquip Water Trailer	5/9/23	5M1228NL038349
TR	063	2023 Continental Cargo Mate Trailer(S	7/6/23	JVH62XPY049662
TR	064	2013 Trail King Lowboy Trailer	8/17/23	J05330DM078583
TR	065	2023 Texline 20' x 83" Utility Trailer	8/2/23	CU2025P1000605
TR	066	2023 Multiquip Water Trailer	2/1/24	5M1228PL042310
TR	067	2024 Continental Cargo(Wedgemore)	11/8/23	JVH62XRY050314
TR	068	2024 Continental Cargo- 7'X16' (Silver	11/27/23	JVH629RY050708
TR	069	2024 TEXLINE UT TRAILER 20'X83'(	12/4/23	CU2027R1000205
Dump Truc				
DT	001	1995 International Dump Truck	1/18/06	5DAAN8SH227439
DT	002	1999 Peterbuilt (Yellow Bird) (Combo	6/15/12	DB9XXXD477848
DT	003	2000 International Dump Truck 92001	4/17/07	CBAHR3YJ062909
DT	004	2005 International Dump Truck 94001	11/5/08	5NAPRX5N030492
DT	005	2007 Peter Built Dump Truck 330 (RE	10/2/13	FLTEX57N660680
DT	006	2007 International 9200 Haul Truck (C	6/26/14	CDAHN67C513187
DT	007	2007 International 9200 Dump Truck	9/1/15	KRSCT17J452438
DT	008	2014 Peterbuilt 365 Dump Truck (LYP	4/10/14	5XPEX0ED236496
DT	009	2015 Peterbuilt Dump Truck (365 serie	9/24/14	5XPEX0FD242607
DT	010	2020 Peterbuilt Dump Truck (567)	9/5/19	X7EXXLD640262
DT	012	2017 260E Articulated JD Dump Truck	11/18/19	260ETCGF678204
DT	011	2016 Petrbilt Tractor Truck 389 (Silver	2/28/20	GGGG60D421521
DT	015	2013 Ford F-750 TK S/A Dump Truck	8/23/23	VF7FB4DV799842
ADT	001	2002 Intl. Asphalt Dist. (Diesel)	8/21/19	5CABN92H521725
ADT	002	2024 Freightliner M2 106 Asphalt Dist.	2/16/24	CXFC1RDVG4069
CST	001	2013 International Concrete Saw Truc	7.8.19	MAAM7DH104590
CST	002	2012 Freightliner Concrete Saw Truck	9/1/20	CWDT3CDBM4794
Tractor Tru				
HT	001	2015 Peterbuilt 389K Tractor Truck (S	8/20/15	GGGG20M321135
HT	002	2015 Peterbuilt 389K Tractor Truck (S	8/20/15	GGGG10M321143
HT	003	2015 Peterbuilt 389K Tractor Truck (S	8/20/15	GGGG60M321137
HT	004	2015 Peterbuilt 389K Tractor Truck	9/9/15	GGGG80M321141
HT	005	2015 Peterbuilt 389K Tractor Truck (S	9/1/15	GGGG60M321140
HT	006	2016 Peterbuilt Tractor Truck 389	11.19.17	DP9X2GD328193
HT	007	2016 Peterbuilt Tractor Truck 389 (Re	2/14/20	GGGG10D450313
HT	008	2019 PB Model 389 Tractor Truck(Sil	1/20/21	P4EX3KD6 2579
HT	009	2018 PB 367 Day Cab Truck Tractor ((	8/27/21	D40XXJD458823
HT	010	2018 Freightliner Day Cab Tractor Tru	9/23/21	GNFG2JDJT5242
HT	011	2012 PB Model 388 Tractor Truck	2/28/22	NP4EX3CD162350
HT	012	2013 Peterbilt	8/17/23	KP4TX3DD194742
EQUIPMEN				
AP	001	2008 Lee Boy Paver 8515	6/10/09	49328
AP	002	2010 VOGELE-Wirtgen Paver 5203-2	10/10/11	7750051
AP	003	2012 VOGELE Super 1300-2 asphalt	12/3/12,	811.0555
AP	004	2017 Vogele 1703-3i asphalt paver	3.13.17	12830020
AP	006	2020 Cat Asphalt Paver	11/19/20	OMH600570
AP	007	2013 VOGELE S2000-3I Paver	5/11/21	11740011
AP	008	2023 Bomag CR-1030W Asphalt Pave	8/24/23	41913941035
ATP	001	2005 Leeboy Tackpot Machine	6/20/08	50T50044781
ATP	002	2006 Seal Coat Machine	11/19/05	FP19276M317002
ATP	003	2011 Mauldin Tack Pot	6/30/11	PT3019BG229548
ATP	004	2021 Sealcoat SR700XP (XP Trailer)	10/29/21	M60662170

ATP	005	2023 MAULDIN TACKPOT-MT300	2/28/24	SPT3013PG229718
CD	003	2014 CAT Dozer D5K	11/7/17	KYY01218
CD	004	2012 CAT D6N LGP Dozer	2.28.19	GHS01049
CD	005	2016 Cat D6K LCP Dozer	4/17/20	RST02079
CD	006	2018 Caterpillar D6N LGP Crawler Tra	6/15/21	0D6NCSGG00267
CD	007	2016 Caterpillar D6N LGP Dozer	2/23/22	0MG500573
CD	008	2018 CAT DOZER- D6TVPAT	2/25/22	0MH700900
CKM	001	Curber Machine	7/16/13	5141J005754N
CM	001	2017 Coring Machine (Homemade-UT	4/28/17	A11013WL358093
CM	002	2014 Wirtgen TCM1800 Texture Cure	3/6/20	03BA0096
CM	003	2011 Gomaco TC600 Text/Cure Mach	3/16/22	904400-224
CP	001	2000Concret SlipFormPaver- CMI MT	12.1.16	537132
CP	002	2012 Fleming Triple Tube Roller	10.25.18	Serial No per Ray
CP	003	2006 GOMACO Placer/Spreader PS2	10.24.18	904900-058
CP	004	2012 Bomag Crawler Profiler-BM2000	8/21/19	...1020
CP	005	2010 Gomaco PS-2600 Spreader	3/16/22	904900-089
CSC	001	1985 CAT. 621B Scraper	3/8/21	2DB00711
CSC	002	1985 CAT. 621B Scraper	3/8/21	2DB00542
CSC	003	1985 CAT 621B Scraper	3/8/21	2DB00695
CSC	004	1985 CAT 621B Scraper	9/15/21	2DB00394
EX	001	2013 Volvo Track Hoe Excavator EC2	8/29/14	C220DV00210495
EX	002	2014 Volvo Excavator EC220DL	12/28/15	C220DP06210720
EX	003	Hitachi excavator with rubber tracks	5/1/15	F01M0Q270434
EX	004	2012 KOMATSU Excavator PC-490-L	8/2/16	PC239C54A40062
EX	005	2018 CAT 320 Excavator	7/31/18	HEX01683
EX	006	2014 CAT 336FL Excavator	4/1/19	RKB00366
EX	007	2015 CAT 316 Excavator w/ Bucket	12/5/19	DZW01986
EX	009	2011 Cat 320D Excavator(Hydraulic)	2/11/20	0320DKSPN01275
EX	010	2013 Caterpillar 329EL Hydraulic Exca	4/21/20	0329EKZCD00279
EX	011	2016 John Deere Excavator 245G (Ex	11.17.17	245GXHFE600936
EX	012	2016 Komatsu PC138USLC-11 Hydra	6/23/20	PC261PFA50009
EX	013	2015 Case Trackhoe CX250 D	11/19/20	250DNFSM1134
EX	014	2015 Cat 349FL Hydraulic Ex	12/14/20	0349FAHPD00493
EX	015	2018 Volvo EC250E Track Hoe w/ Atta	3/26/21	C250EK00310439
EX	016	2011 Cat 349 Excavator with 54" buck	9/28/21	0349EJDGE00252
EX	017	2020 Cat 330 with 60 in bucket	1/21/22	0WCH10357
EX	018	2020 Cat 330 with 60 in bucket	1/21/22	0WCH10343
EX	019	2013 Komatsu PC490LC-10	3/16/22	A40339
EX	020	Changed to MX030		
EX	021	Changed to MX031		
EX	022	2017 Cat 325F Excavator	2/14/24	XAA10022
EX	023	2018 Cat 313F L GC Tracked Excavat	3/12/24	0313FKHDK10146
FL	001	HYSTER H90FT forklift HT90FT	11/14/14	P005V01801F
FL	002	2005 10kReach Lift (Skylift)	4/26/16	160018168
FL	003	Condor Reach Lift (Shop only)		3363
FL	004	2016 Telehandler (Skylift forklift)	9/11/20	OML500538
FL	005	2007 Genie S40 Boom Lift	3/19/20	S4007-12371
MB	001	2005 Rosco KB48 Broom, Gutter Bro	9/2/05	38728
MB	002	2016 BROCE Model CRT 350 Broom	8/9/17	409590
MB	003	2013 BROCE BROOM CR 350	2.28.19	408377
MB	004	Broce Broom KR 350	9/30/19	S# 409603
MB	005	Broce broom CRT350	3/16/22	410095
MB	006	2017 Broce broom RCT350	9/1/23	410036
MB	007	2019 Broce broom RCT350	9/1/23	411496
MBS	001	1998 Freightliner FL70 Street Sweepe	12/10/20	HFAA6WH971306
MG	001	1999 CAT 12 H Motorgrader	5/1/13	8MN00670
MG	002	2014 CAT Motorgrader 65E	7/16/15	65ET9987
MG	003	2019 CAT 12M3 Motorgrader (Blade)	4.10.19	N9F01223
MG	004	2013 CAT 140M2 Motorgrader	9.22.17	M9D01358
MG	005	2015 Cat 12M3 Motorgrader	3/2/21	0012MNV900420
MG	006	2014 Cat 12M3 Motorgrader	3/29/21	0012MJN9F00205
MG	007	2011 Cat 140M Motorgrader	3/16/22	B9D02903

MG	008	2018 CAT 12M3 AWD Motorgrader	11/9/23	0012MKN9B00675
MM	001	2015 Wirtgen Milling Machine W1501	5/19/2015	6130132
MM	003	2021 W200Fi Cold Milling Machine(Wi	8/18/21	2120.0196
MM	004	2019 Weiler 2850 Re-milling machine(	8/13/21	E2850A-1561
MX	001	2012 John Deere 60D mini excavator \	12/21/12	60DXACG281365
MX	002	2013 John Deere Mini Compact Excat	9/4/13	050DXEA027 5367
~~MX~~	~~003~~	2015 John Deere 85G Excavator	~~3/28/16~~	~~085GXHFJ018001~~
MX	004	2015 John Deere 60G Compact Excav	10/26/15	060GXHEJ286232
MX	005	2015 John Deere Mini Excavator 50G	11.21.16	50GXVFH282916
MX	006	2015 Bobcat Compact Excavator E26	1.31.17	B33213018
MX	007	relabeled to EX011		
MX	010	2019 Bobcat Mini Excavator E85 (own	10/20/21	B48412131
MX	011	2019 Yanmar V1050-6A Blade Excava	4.12.19	V1050CJAJ60810
MX	012	2020 Bobcat E55 Comp. Excavator w	3/31/20	AJ1915838
MX	013	2020 Bobcat E55 Comp. Excavator w	3/31/20	AJ1915843
MX	014	2020 Cat Mini EX 308 NG w/COUPLE	6/17/20	GG802671
MX	015	2020 Cat mini EX 306-07 with CAB/HY	8/9/20	00306A6G601260
MX	016	2020 Bobcat E55 Excavator with 24 in	1/22/21	AJ1915840
		Bobcat E 35-Brandon's Crew-Rental not purchase		
MX	017	2021 Bobcat E60 Mini EX C52 P64 wit	7/12/21	B4GR11780
MX	018	2021 Bobcat E60 Mini EX C52 P64 wit	7/12/21	B4GR11811
MX	019	2021 Bobcat E60 Mini EX C52 P64 wit	7/12/21	B4GR11805
MX	020	2021 Mini Hydraulic EX E88 Bobcat	11/1/21	B4NM11091
MX	021	2015 JD 50G MINI EX	3/16/2022	1FF050GJFH282895
MX	022	2015 JD 35G Mini EX	3/16/22	35GXCEK272785
MX	023	2023 Bobcat E60 Mini EX	6/1/23	B4GR15232
MX	024	2016 Yanmar SV100-2A Mini Excavat	6/20/23	SV100LGAJAF067
MX	025	2019 Yanmar YP-VI080 7-8 ton hydrau	8/1/23	VI080CKAJAG539
MX	026	2023 Bobcat E60 Mini EX	6/1/23	B4GR15420
MX	027	2023 Bobcat E60 Mini EX	6/1/23	B4GR15665
MX	028	2023 Bobcat E60 Mini EX	6/1/23	B4GR15673
MX	029	2023 Bobcat E60 Mini EX	9/20/23	B4GR15748
MX	030	2017 YP-Yanmar SV100 Hydraulic Ex	3/23/23	AF300
MX	031	2017 YP YANMAR SV100 Hydraulic E	6/14/23	AF226
MX	032	2023 Bobcat E60 Mini EX	11/2/23	B4GR16018
MX	033	2024 Bobcat E-60 Compact Excavator	3/22/24	B4GR16223
MX	034	2024 Bobcat E-60 Compact Excavator	3/25/24	B4GR15717
RC	001	2014 Wirtgen RECLAIMER/Recycler V	10.13.16	03WR0524
RC	002	2019 Wirtgen Reclaimer/Stabilizer WR	2/11/22	09WR0163
RC	003	2013 BOMAG MIXER RS446	8.21.19	W921913221001
RL	001	2005 ROSCO PNEUMATIC ROLLER	12/19/05	38304
RL	002	2008 Ham HD 70 Drum Roller	12/30/10	H17030755
RL	003	2011 CAT Compactor Sheep Foot Rol	11/21/14	CP56VC5P@O691
RL	004	2012 Ham HD 120 VV Vibratory Roller	6/28/13	H1840905
RL	005	2012 Hamm DBLE Drum Roller (Vibra	7/2/12	H2010926
RL	007	2014 CAT CS56B Smooth Drum Rolle	5/22/15	CS56BEL8H00715
RL	008	2015 Pneumatic Tire Roller (CW34)	11.29.16	CW34PCT300163
RL	009	2007 Dynapac Pad Drum Roller CC14	4/19/07	60213560
RL	010	2018 HAMM Padfoot Roller H10i	2/26/18	H2350463
RL	011	2015 CAT SHEEP FOOT ROLLER CP	6/18/19	CPX00191
RL	012	2015 HAMM SMOOTH DRUM ROLLE	9/6/19	H2100495
RL	013	2019 HAMM HD80VV DOUBLE DRUM	9/6/19	H1860611
RL	014	2013 BOMG PADFOOT COMP BMP(	9/30/19	#########
RL	015	2013 BOMAG PADFOOT COMP. BM	9/30/19	#########
RL	016	2013 BOMAG PADFOOT COMPACT(	9/30/19	#########
RL	017	2014 HAMM 3307P ROLLER	5/28/20	H1891153
RL	018	2011 CAT SMOOTH DRUM ROLLER	4/21/20	CS56PC5S01547
RL	019	2016 Cat CW34 Pneumatic Compacto	4/16/20	AL300153
RL	020	2016 Cat CW34 Pneumatic Compacto	4/15/20	AL300146
RL	021	2019 CAT DOUBLE DRUM ROLLER (	10/14/20	0JL400132
RL	022	2021 HAMM HD140VV DOUBLE DRU	3/3/21	H2740046
RL	023	2021 Hamm HD14VV Double Drum R	4/20/21	H285.0033

RL	024	2021 H10ip Hamm 84" Padfoot Drum	1/24/22	H284.0143
RL	025	2021 H10ip Hamm 84" Padfoot Drum	1/24/22	H235.2370
RL	026	2021 H10ip Hamm 84" Smooth Drum	1/24/22	H235.2068
RL	027	2021 H10ip Hamm 84" Sheepfoot rolle	1/24/22	H284.0159
RL	028	2022 CAT DOUBLE DROM ROLLER	11/2/22	64900268
RL	029	2022 CAT CW34 Compactor	11/18/22	CW34CAL300500
RL	030	2002 Caterpillar 815F Compactor	6/20/23	1GN01109
RL	031	2019 Cat CB15 Double Drum Roller	12/12/23	CB15TM9400152
RL	032	2019 Cat CB15 Double Drum Roller	12/12/23	CB15VM9400210
RL	033	2017 DYNAPAC PNEUMATIC TIRE R	3/6/24	05123LJB005568
SP	002	1998 Gomaco GP 2500 Concrete slipf	12.1.16	MC16019
SP	003	1992 GT-6300 Concrete Slip form pav	12.1.16	900100-009
SP	004	2017 Wirtgen Slipform Paver SP62	3.20.18	23SP0014
SP	005	2017 Wirtgen Slipform Paver SP82	11/29/21	17SP-0010
SS	002	2012 Bobcat S770 Skid Steer Loader	5/14/12	A3P412036
SS	003	2013 Bobcat T650	11/7/13	A3P017719
SS	004	2013 Bobcat T650 Track Skid Steer Lo	2/28/13	A3P016668
SS	005	2014 Bobcat S770 Skid Steer Loader	6/9/14	ATF212577
SS	006	2014 Bobcat 590 Compact Track Load	8/28/14	ALJU12972
SS	007	2015 Bobcat S770 Skid Steer Loader	5/8/15	ATF213361
SS	008	2016 Bobcat T590 Skid Steer Loader	6/6/16	ALJU19077
SS	009	2016 Bobcat T590 Skid Steer Loader	6/6/16	ALJU19097
SS	010	2015 T770 Bobcat Compact Track Loa	1.31.17	AN8T14508
SS	011	2017 BOBCAT T595 SKID STEER LC	3.28.17	B3NK12587
SS	012	2017 BOBCAT T595 Skid Steer W/ Tr	9.31.17	B3NK13696
SS	013	2017 Bobcat T650 Skid Steer (Lease)	1.12.18	ALJG22770
SS	014	2016 Bobcat T590 Skid Steer Loader(	5/10/19	ALJU21370
SS	015	2017 Bobcat Skidsteer Track Loader	2.5.18	B3NK14133
SS	016	2016 Bobcat T590 Skid Steer Loader (	5/28/19	ALJU21854
SS	017	2018 Bobcat Skid Steer T740	4.23.18	B3CA13624
SS	018	2018 Bobcat Skid Steer T 595 (Leased	6.19.18	B3NK22526
SS	019	2018 Bobcat T740 Compact Track Loa	8.29.18	B3CA14733
SS	020	2018 Bobcat T590 Skid Steer Loader (	12.31.18	ALJU29957
SS	021	2018 Bobcat T590 Skid Steer Loader (	12.31.18	ALJU29956
SS	022	2019 T740 Bobcat Skid Steer (Lease-(	4.9.19	B3CA15275
SS	023	2019 Compact Track Loader (Lease-G	5.14.19	B3NK31702
SS	024	2019 Bobcat Track Loader T-770	5.14.19	AT6321612
SS	025	2019 Bobcat Track Loader T - 770	5.14.19	AT6321283
SS	026	2019 Bobcat Skid steer T-595(LEASE	6.18.19	B3NK31843
SS	027	2019 Bobcat Track Loader T595 (LEA	10/9/19	B3NK33734
SS	028	Number voided- duplicated equipment was here.		
SS	029	2020 C259D3 Caterpillar Compact Tra	6/22/20	CW905098
SS	030	2020 Bobcat T66 Skid Steer Loader w	7/24/20	B4SB11317
SS	031	2020 Bobcat T66 Skid Steer Loader w	7/24/20	B4SB11314
SS	032	2020 Bobcat T66 Skid Steer Loader w	7/24/20	B4SB11311
SS	033	2020 Bobcat T66-Skid Steer Loader w	7/24/20	B4SB11318
SS	034	2020 Bobcat T66-Skid Steer Loader w	10/26/20	B4SB12557
SS	035	2020 Bobcat T66-Skid Steer Loader w	10/26/20	B4SB12563
SS	036	2021 Bobcat T66-Skid Steer Loader w	12/31/20	B4SB15820
SS	037	2021 Bobcat T66-Skid Steer Loader w	12/31/20	B4SB15342
SS	038	2020 Bobcat T66-Skid Steer Loader w	4/30/21	B4SB17683
SS	039	2020 Bobcat T66-Skid Steer Loader w	4/30/21	B4SB17685
SS	040	2020 Bobcat T66-Skid Steer Loader w	4/30/21	B4SB17647
SS	041	2021 Bobcat T66-Skid Steer Loader w	5/18/21	B4SB17888
SS	042	2021 Bobcat T66-Skid Steer Loader w	5/18/21	B4SB17686
SS	043	2021 Bobcat T740 Track Loader C37	6/17/21	B3CA21258
SS	044	2021 Bobcat T740 Track Loader C37	6/17/21	B3CA21255
SS	045	2022 Bobcat T-66 Skid Steer Loader w	5/12/22	B4SB24936
SS	046	2022 Bobcat T-66 Skid Steer Loader w	5/12/22	B4SB24373
SS	047	2022 Bobcat T-66 Skid Steer Loader w	5/12/22	B4SB24374
SS	048	2022 Bobcat T-66 Skid Steer Loader w	5/12/22	B4SB24938
SS	049	2022 Bobcat T770 Skid Steer Loader	7/14/22	AT6335781

SS	050	2022 Bobcat T770 Skid Steer Loader v	7/14/22	AT6335959
SS	051	2022 Bobcat T66 Skid Steer Loader with bucket		B4SB27526
SS	052	2022 Bobcat T66 Skid Steer Loader with bucket		B4SB27536
SS	053	2023 Bobcat T66 Skid Steer Load with	12/19/22	B4SB28568
SS	054	2023 Bobcat T66 Skid Steer Load with	12/19/22	B4SB27931
SS	055	2022 Bobcat T66 Skid Steer Load with	4/5/23	B4SB24775
SS	056	2022 Bobcat T66 Skid Steer Load with	4/5/23	B4SB27602
SS	057	2022 Bobcat T66 Skid Steer Load with	4/5/23	B4SB27897
SS	058	2023 Bobcat T66 Skid Steer Load with	4/5/23	B4SB28851
SS	059	2023 Bobcat T66 Skid Steer Load with	4/5/23	B4SB29052
SS	060	2023 Bobcat T770 Skid Steer Loader v	8/15/23	AT6342265
SS	061	2023 Bobcat T770 Skid Steer Loader v	8/15/23	AT6342263
SS	062	2023 Bobcat T66 Skid Steer Load	10/18/23	B4SB36978
SS	063	2024 Bobcat T66 Skid Steer	3/23/24	B4SB39745
SS	064	2024Bobcat T66 Skid Steer	3/22/24	B4SB38628
SS	065	2024 Bobcat Skid Steer T740	4/23/24	B6K111346
VS	001	Concrete Vibratory Screed	4/26/16	No S#
VS	002	2011 Bidwell 4800 Roller Paver & wor	8/15/18	8-20111225HD
WL	004	2007 John Deere Loader Box Blade 2	7/25/14	0210LE888076
WL	005	2015 John Deere 310 SL Backhoe Loa	10.19.17	310SLAFF284001
WL	006	2016 CAT 938M Loader	3.11.19	OJ3R02054
WL	007	2012 Volvo wheel Loader (L90G)	8/21/19	0L90GT00003374
WL	008	2016 Komatsu WA270-7 Wheel Loade	4/23/20	81298
WL	010	2015 Cat 930M Wheel Loader	2/12/20	0930MTKTG00951
WL	011	2016 Komatsu WA270-7 wheel Load	7/28/20	WA122AENA27504
WL	012	2014 John Deere 210KEP Box blade l	11/10/20	210EKLEG891778
WL	013	2017 Komatsu WA380-8 Wheel loader	5/7/21	S# 15098
WL	014	2019 JD 544K-II Wheel loader TT6924	11/10/21	544KZEJF692466
WL	015	KOMATSUWA270-8 Wheel Loader	10/18/22	A2833
WL	016	2021 Caterpillar950 M Wheel Loader	1/11/24	J1S03868
WL	017	2021 KOMATSU WA270-8 WHEEL LC	3/21/24	A29422
WL	018	2021 KOMATSU WA270-8 WHEEL LC	3/21/24	A29423
Misc. Equip				
ATTACHM				
AT	001	2008 BOBCAT 72" SWEEPER		783720736
AT	002	*80"CI HD bucket	4/23/18	1159529
AT	003	*24" fast cut Planer	8/16/11	2.317E+09
AT	004	2011 Bobcat 73" Smooth Vibratory Roller		AFLE00181
AT	005	*80" Cutting Edge For Bobcat trench	5/14/12	45401995
AT	006	2012 - 80" bucket	5/8/15	1100862
AT	007	*18" bucket with teeth	12/21/12	AT358512
AT	008	*HYD clamp	12/21/12	AT397391
AT	009	*42" bucket no teeth	12/21/12	AT408385
AT	010	2015 Hydraulic Breaker (Bobcat attach	7/21/15	BES046797
AT	011	74" Low Profile Bucket	10/19/07	6731421
AT	012	2013 Bobcat 72" Sweeper	10/21/13	783730663
AT	013	*80" Bucket	11/7/13	1075693
AT	014	*80" bucket MFG 2014	6/9/14	
AT	015	*24" Planer MFG 2014	6/9/14	AJN702940
AT	016	* 18' 8" Boom heavy duty	8/29/14	
AT	017	*Excavator bucket	8/29/14	
AT	018	*80" CI Bucket	1/13/17	1100862
AT	019	*Excavator attachment	8/29/14	
AT	020	*80" LP bucket	2/28/13	673142

Bond No. Bid Bond

MARKEL®

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Larry Young Paving, Inc. as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, at 4521 Highwood Parkway, Glen Allen VA 23060 , as surety, hereinafter called the "Surety," are held and firmly bound unto Brazos County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Brazos Center Parking Lot Repairs RFP 25-006 .

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 27th day of August, 20 25.

Larry Young Paving, Inc.
(Principal)

BY: _____

TITLE: Herbert L. Young, Jr - President

Markel Insurance Company

BY: _____
Alexandria Petroski , Attorney-in-Fact

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND MODIFIES COVERAGE UNDER THIS BOND.

POA# 4221009

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Connie Grocholski, Alexandria Petroski, Sally White, Harper Langston

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of November , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of November , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of August , 2025 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221009
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
1. NAME DANIEL COOK	2. ROLE IN THIS CONTRACT Project Manager	3. YEARS EXPERIENCE a. TOTAL: 1	b. WITH CURRENT FIRM: 1
4. FIRM NAME AND LOCATION (CITY AND STATE) Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY (SPECIALIZATION) Experience in private, municipal, and county heavy civil projects.		6. AREAS OF EXPERTISE (DISCIPLINE) Concrete paving, asphalt paving, and drainage.	

7. EXPERIENCE

Larry Young Paving, Inc. 2024 – Present

Project Manager

Lead and manage heavy civil projects valued in excess of $17,000,000, including concrete paving, asphalt paving, and underground utilities. Develop plans, schedules, and budgets to meet deadlines and financial goals. Manage and oversee different teams including subcontractors, and field staff to ensure communication and collaboration between all responsible parties.

8. RELEVANT PROJECTS	
1) TITLE AND LOCATION (City and State) City of Caldwell 2021 GLO CDBG – MIT Roadway and Drainage Improvements	(2) YEAR COMPLETED 2025
Owner Information: City of Caldwell 114 S Echols St Caldwell, TX 77836	**Work Performed Under:** Larry Young Paving, Inc.

Description:

Reconstructed the entirety of Kleb St and a portion of Harvey St.

Provided subgrade treatment along with complete storm sewer rehab and cast in place inlet structures.

Replaced all curb and gutters along with residential driveways and asphalt paving of the roadway.

1) TITLE AND LOCATION (City and State) Huntsville Street Asphaltic Concrete Paving with Milling and Street Reconstruction	(2) YEAR COMPLETED 2025
Owner Information: City of Huntsville 1220 11th Street Huntsville, TX 77340	**Work Performed Under:** Larry Young Paving, Inc.

Description:

Milled and overlaid over 30 streets.

Performed lime stabilization and dirt work on 4 streets along with curb, gutter and driveway reconstruction.

1) TITLE AND LOCATION (City and State) City of College Station Annual Curb & Gutter	(2) YEAR COMPLETED 2025
Owner Information: City of College Station 1101 Texas Ave. College Station, TX 77840	**Work Performed Under:** Larry Young Paving, Inc.

Description:

Managed multiple subcontractors to complete curb, gutter and driveway reconstruction on various streets as well as multiple concrete patches at the direction of City's Project Manager.

RFP # CIP 25-606 Brazos Center Parking Lot Repairs

	Max Points Available	Larry Young Paving, Inc.	Brazos Paving, Inc.	Westhill Paving, Inc.	Brothers RDC Paving LLC*
1 Total Cost including the contingency and addenda		$201,820.00	$243,829.25	$282,623.60	
Points for Cost	30	30	25	21	
2 Completion Time		15	45	34	
Points for Time	15	15	5	7	
3 Past performance on similar projects of size and scope	20	17	18	14	
4 Overall experience of Project Manager & Superintendent	20	16	18	12	
5 Resource availability	15	14	14	4	
Technical Proposal Total	100	93	80	58	

* Qualfications not incldued in their proposal

Committee Recommended Award: Larry Young Paving, Inc.

Approved by Commissioner's Court on this 30 **day of** SEPT., **2025 by**

_____ **holding the position of** ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Amendment #2 to Contract #26-003 for the Eagle Program with Texas Workforce Commission for Brazos County Constable Pct 1.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 09/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: This is a renewal and an update of some of the terms and conditions for the Eagle Program provided by the Texas Workforce Commission. The Constable Pct. 1 has had this program for several years now. It aids in the apprehension of persons with warrants and in locating people with child custody papers and other civil claims. The timeline would be as soon as possible. The court has already approved the application on July 15, 2025 and now needs approval for the actual amendment to renew. The current contract expires on September 30, 2025. Delays will require us to reapply. This contract is budgeted in the Constable's operational budget.

ATTACHMENTS:

File Name	Description	Type
Amendment #2.pdf	Amendment	Backup Material

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2924EDE006**	**Amendment Number**	**2**	**Effective Date**	**October 1, 2025**

Recipient	
Name	**Brazos County for the benefit of Constable Office Precinct 1**
Mailing Address	**12845 FM 2154 Suite 140**
City/State/Zip	**College Station, Texas 77845**
Telephone Number	**(979) 965-0030**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Contract Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:

Current End Date: **September 30, 2025,** Amended End Date: **September 30, 2026.**

This Contract originally began on October 1, 2023 ("Begin Date"). The original termination date was September 30, 2025 ("End Date"). The parties mutually agree by written agreement to amend the End Date to September 30, 2026. This Amendment shall be effective as of October 1, 2025. With mutual consent of the parties, this contract may be renewed for subsequent one (1) year terms but with a maximum of two (2) more renewals. The entire term of this contract must not exceed five (5) years.

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☒ The General Terms and Conditions are amended as follows: Updated Table of Contents and General Terms and Conditions

- **Attachment D: "Intentionally Omitted"**

☐ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:

- **Removal of Cover Sheet, Attachment D reference from 3.1.4 and 3.1.5.**

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows: Contract amount has been increased by $1,500.00.	**Total Amended Contract Amount**

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

o [Original Contract 10/01/2023 – 9/30/2024: $1,500.00 o A1 12-month renewal 10/01/2024 – 9/30/2025: $1,500.00 o A2 12-month renewal 10/01/2025 – 9/30/2026: $1,500.00 (invoiced within 30 days of execution of amendment in accordance with Attachment A, Section 3.1.2).] ☐ There are **no** changes to the contract amount pursuant to this amendment.	**$4,500.00**

Changes to the Document Other than the Above Categories

☒ Other: See updated Attachments A-G

- **Attachment C: "(User's Social Security Number)" to "(User Agency's Name)".**
- **Attachment C: "Signature of Contract Signatory or Recipient Contact Person" to "Signature of Point of Contact".**
- **Exhibit 1-RSP: 22-26: Add Compliance Liaison Duane Peters.**
- **Exhibit 1-RSP: 22-48: Numbering have changed when adding in Compliance Liaison to RSP.**

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this amendment on behalf of the organization; and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Brazos County for the benefit of Constable Precinct 1**
Tom McCarty 10/1/2025	9/30/25
Tom McCarty Date Director, Business Operations	Duane Peters/Kyle Kacal (Acting Judge). Date Brazos County Judge

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Appendix 1	Prohibited Technology Letter
Appendix 2	Additional Terms and Conditions
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	***Intentionally Omitted***
Attachment E	*Intentionally omitted*
Attachment F	Certificate of Destruction for Contractors and Vendors
Attachment G	Quarterly Self-Assessment Report
Exhibit 1	TWC Data Exchange Request and Safeguard Plan

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in the Funding Information and Summary sections on page 1 of this contract.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

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another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

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7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

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Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Appendix 1

Notice of Term Inclusion to Comply with Law

Per the Terms and Conditions of your contract, changes in law are automatically incorporated into contracts. During the session, the legislature passed a bill to protect Texas' sensitive information and critical infrastructure from vulnerabilities presented by the use of TikTok and other prohibited technologies on devices used to conduct state business. This notice is provided to assist you in complying with this change in the law by providing the relevant provision to supplement the Terms and Conditions of your contract.

Prohibited Technologies: Vendor represents and warrants that neither Vendor, Vendor's employees, nor Vendor's contractors will use personal devices for conducting state business. Vendor represents and warrants that it will prohibit its employees or contract workers from using any device to conduct state business that contains, accesses, or consists of any prohibited technology. Vendor represents and warrants that no device that contains, accesses, or consists of any prohibited technology will be in the vicinity of a device conducting state business on behalf of the Vendor.

A. Vendor shall implement a written policy banning the prohibited technology as described in this section and present a copy of said policy to TWC within thirty (30) days after Contract execution and within ten (10) days after any amendment to the Vendor's prohibited technology policy.

B. For the purpose of this section, personal device means a device that is (1) not owned or controlled by the vendor or TWC; or (2)not used primarily for business purposes. State business means the same as in the TWC Prohibited Technologies Security Policy:https://twc.texas.gov/files/policy_letters/attachments/29-22-ch1-att2-twc.pdf. Prohibited Technology means the software and hardware products listed on the Department of Information Resources (DIR) webpage located at:https://dir.texas.gov/information-security/prohibited-technologies. Vendor is responsible for periodically checking this list and remaining in compliance with additions.

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Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Appendix 2

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND BRAZOS COUNTY FOR THE BENEFITS OF CONSTABLE OFFICE PRECINCT 1

ADDITIONAL TERMS REGARDING NON-OWNERSHIP OF AND DESTRUCTION OF TWC DATA, PROHIBITION AGAINST ARTIFICIAL INTELLIGENCE, PROVIDING TWC A COPY OF RESEARCH RESULTS AND RECIPIENT'S OBLIGATIONS SURVIVE THE CONTRACT

Section 1 – Definitions (names of documents are italicized)

1.1 "Additional Terms" refers to this document.

1.2 "TWC" refers to the Texas Workforce Commission.

1.3 "*RSP*" refers to the document titled "Exhibit 1, TWC Data Exchange Request and Safeguard Plan." The RSP is TWC's standard application form to obtain a contract accessing TWC Data. Recipient completed and signed the RSP, and it is attached to this agreement and is incorporated herein.

1.4 The "Limited Purpose" is defined by Recipient's response to Item 8 in the RSP.

1.5 "Original TWC Data" means the data set(s) Recipient obtain(s) from TWC. It is data in the form and format which TWC prepared to transmit the data to Recipient. It includes any duplicates or copies of the file(s) received from TWC. It includes all data captured or downloaded from the EAGLE system.

1.6 "Derivative TWC Data" means any file, data base or other data set which is not the "Original TWC Data" but which was created through making changes to the Original TWC Data or using the Original TWC Data. "Derivative TWC Data" includes but is not limited to every file which contains any excerpt (no matter how small) from the Original TWC Data, as well as any changes to the sequence or layout of the Original TWC Data. Examples of Derivative TWC Data include, but are not limited to: (a) any new document or other new file which has the name of an employer or which contains any other data value copied from a single cell in the Original TWC Data; (b) any re-sorting the Original TWC Data; (c) changing the labels of column headings or the order of columns in the Original TWC Data or inserting a new column into the Original TWC Data; (d) crossmatching the Original TWC Data against another data set; or (e) using TWC data as the basis for a dashboard, whether through Power BI or similar software. Note: dashboard software makes a copy of a portion of the underlying data, even though the copy is not displayed in the dashboard itself. Note: there is no *de minimus* standard, *i.e.*, the smallest amount of TWC data, even a single data point, makes the entire file TWC Derivative Data.

1.7 "TWC data" refers to any combination of "Original TWC Data" and/or "Derivative TWC Data."

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

1.8 "CII" means Confidential Identifiable Information. Per federal law, CII is any data "which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with any other publicly available information to reveal any such particulars." 20 CFR 603.4(b). Note that confidentiality expressly extends to employers, not just individuals.

1.9 "Non-Attributable Data" means TWC data which has been scrubbed of all CII. Removing CII includes aggregating, deidentifying, masking or using other recognized methods which prevent third parties from deducing a person's identity, either directly from the data retained or through combining the retained data with publicly available data. For a file or data set to qualify as Non-Attributable Data, Recipient must document (and maintain the documentation of) all the methods and steps taken to scrub all CII from that file or data set. If all CII is correctly removed, then the resulting material (the "Non-Attributable Data") is not Derivative TWC Data. The relevant standards are found in NIST SP 800-188, *De-Identifying Government Datasets: Techniques and Governance*, published by The National Institute of Standards and Technology.

1.10 "Research Results" means each and every research finding, interactive dashboard, report, summary, study or other document of whatever type or name that comes, directly or indirectly, from using TWC Data. Research Results includes all items produced for academic and operational purposes, as well as all internal documents and all items intended for public release. If it contains any CII in any amount, then the entire Research Result is also Derivative TWC Data.

1.11 "Recipient's Confidential Information" means any data or information, any analysis or conclusions, or any other content which in Recipient's view should not be made public because a) the content is confidential by law, b) the content is otherwise exempt from the Texas Public Information Act, or c) some other well established legal basis for the content not to be released.

Section 2 – Recipient Temporarily Possesses TWC Data But Does Not Own It

2.1 Temporary Possession. Through this contract, TWC agrees to allow Recipient to temporarily possess a copy of TWC Data to be used exclusively for the Limited Purpose. Accessing, using or possessing TWC Data for any reason other than the Limited Purpose is a breach of this contract and a violation of federal law.

2.2 No Ownership. Recipient does not own any Original TWC Data, Derivative TWC Data, or other TWC Data. Recipient does not gain ownership of any TWC Data by using, extracting, formatting, combining, restructuring, processing or altering TWC Data in any way.

2.3 Permanent Separation of Original TWC Data. Recipient will store Original TWC Data separately from all other data which Recipient owns or possesses which does not contain TWC Data. The continuous separation of Original TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Original TWC Data when Recipient's right of possession expires.

2.4 Permanent Separation of Derivative TWC Data. Through making changes to or using Original TWC Data to create a file, data base or other data set, Recipient will create Derivative TWC Data. For all purposes, Derivative TWC Data will be subject to the same conditions and restrictions as Original TWC Data. In particular, Recipient will store Derivative TWC Data with its Original TWC Data (and separately from all other data which

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Recipient owns or possesses which does not contain TWC Data). The continuous separation of Derivative TWC Data from all non-TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Derivative TWC Data when Recipient's right of possession expires.

2.5 Recipient Owns Its Research Results Which Use Non-Attributable Data. Recipient owns its Research Results from using TWC Data and any files, data sets, or other documents which are part of the Research Results so long as the Research Results or other items contain **only** Non-Attributable Data. See the provisions on *No Ownership* (2.2) and the definition of *Derivative TWC Data* (1.6). In the case of any ambiguity about ownership, the No Ownership provision in 2.2 will control.

Section 3 – Destroy TWC Data Within 30 Days; Maximum 3 Year Deadline; Extensions

3.1 Destroy TWC Data Within 30 Days. Recipient must destroy all TWC Data within 30 days of the end of the Limited Purpose.

3.2 Destroy TWC Data Within 3 Years. Even if the Limited Purpose is not complete, all TWC Data must be destroyed not later than the 3rd anniversary of the date on which Recipient took possession of the TWC Data.

3.3 Documenting Destruction of TWC Data and Notifying TWC Within 10 Days. When Recipient's right of possession ends, Recipient must destroy TWC Data and document the destruction using Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this contract and incorporated for all purposes. Within 10 days of destroying the data, Recipient must provide the completed Attachment F to TWC as instructed on Attachment F.

3.4 Extensions Beyond 3 Years. To continue to possess any TWC data beyond the 3rd anniversary, Recipient must get a written extension from TWC. Recipient should request the extension in writing more than 90 days before the 3rd anniversary. An extension from TWC shall be in writing and shall expressly state the new deadline for destroying that file or other portion of TWC Data. It will be in TWC's sole discretion whether to grant an extension, to determine the length of the extension (if any), to grant subsequent extensions (if any), and to place (or not place) conditions on any extension. If TWC chooses to put any terms or conditions on an extension, those must be included in the written notice granting the extension.

3.5 Exceptions and Exclusions to the Deadline. Certain users and certain types of data are excepted or excluded from the 3-year default deadline to destroy all TWC data.

3.5.1 Law Enforcement Extension. For law enforcement activities only, if an excerpt of TWC Data is stored in a criminal investigation file, the TWC Data may (without the need for a written extension from TWC) remain with the investigation or prosecution materials until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.2 Courts. If handled in compliance with part 11.2 of Attachment B, *Safeguards for TWC Information*, attached to this contract, TWC Data in the possession of a court may remain with the case file (without the need for a written extension from TWC) until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.3 Non-Attributable Data. Non-Attributable Data as defined above is excluded from the requirement to be destroyed. It can be held indefinitely if it is held with the documentation showing when and how it was made Non-Attributable.

3.6 Replacing Other Terms. Paragraph 7 of Attachment B, *Safeguards for TWC Information*, attached to this contract, also addresses document destruction. Paragraph 7 is struck from the contract. Section 3 of this document, the *Additional Terms*, replaces and supersedes Paragraph 7.

Section 4 – Prohibition of Software and Processes That Retain TWC Data

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

4.1 Recipient must not use TWC Data and must prevent and protect against TWC Data being used, directly or indirectly, in any software or other technology of any kind which either a) retains any portion of TWC Data after using TWC Data, or b) which in using TWC Data the software or other technology is altered in any way. This obligation prohibits any use of TWC Data with artificial intelligence, machine learning, or similar software or other technology.

Section 5 – Recipient will Provide TWC a copy of Research Results

5.1 As part of the consideration for TWC to enter this contract, Recipient will provide TWC with every Research Result within 30 days of when the Research Result is provided to any other person or entity, internal or external to Recipient. If the document is posted publicly on the internet, Recipient may provide TWC a web link. If the document contains Recipient's Confidential Information, TWC will execute a reasonable non-disclosure agreement. It should be exceptionally rare that any such document would contain TWC Data (other than Non-Attributable Data), but if it does then Recipient will transfer the document to TWC in a secure manner and will get approval in advance from TWC for the method of transfer.

Section 6 – Recipient's Obligations Survive this Contract

6.1 Recipient's obligations for handling TWC data survive this contract. Even if this contract expires or is terminated, Recipient continues to owe all duties relating to confidentiality, limited use, data security, cooperation with monitoring by TWC, data destruction and other duties as provided in the contract and by federal regulation. If this contract expires or is terminated, federal regulations are an independent legal basis for Recipient's ongoing duties. Recipient's obligations are tied to its possession of the TWC data and not to the status of this contract. Recipient is presumed to continue to possess TWC data (and to continue to owe all legal duties) until Recipient provides proper documentation showing correct destruction or correct de-identification, as appropriate.

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Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND BRAZOS COUNTY FOR THE BENEFIT OF CONSTABLE OFFICE PRECINCT 1

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.

2.2 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

3.1.1 Direct Oversight of Users. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts ("Users,") are direct Recipient employees.

3.1.2 Annual Fee and Payment. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) calendar days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a "local entity", Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.3 User Documents. All prospective online Users must execute a Texas Workforce Commission User Agreement ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").

3.1.4 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement ("User Agreement"), Attachment C and the Security Training certificate. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements, which are subject to on-site and desk review audits.

3.1.5 Annual User Renewal. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.

3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Monthly Review. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

documentation of the review process should be maintained on file for review by Agency upon request.

3.1.8 Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.

3.1.9 Changes to TWC Information Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.10 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.

3.2.1 Offline Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.

3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.

3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.

3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.

3.3 Additional Requirements.

3.3.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

3.3.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.3.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation, and audit by Agency.

3.3.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment G, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.

3.3.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.3.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.3.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

Agency Contact Person

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Contract Management Team
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (737) 400-5482
Fax: (512) 936-0219
Email: DEContracts@twc.texas.gov

4.2 Notice. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Parties Option for Extension and Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Agency and accepted by Recipient, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. During the holdover extension period, costs shall remain at the rate in effect immediately prior to expiration of the original contract period and all other terms and conditions shall remain in effect.

Remainder of page intentionally left blank.

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

Please select one of the following. NEW USER ☐ USER RENEWAL ☐

I, _____
(User's Printed Name) **(User Agency's Name)**

_____
(User's work phone number) (Print User's work street address)

_____
(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose(s)" only: to assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants; to assist in locating probation absconders. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose(s). I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense to knowingly access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to $2,000 or up to $10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____
Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____
Signature of Supervisor **Printed Name** **Date signed**

_____
Signature of Point of Contact **Printed Name** **Date signed**

All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration at EAGLESUPPORT@TWC.TEXAS.GOV. An incomplete User Agreement will be rejected. All forms must be submitted by the designated "Point of Contact".

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Brazos County Constable Pct 1
2.	Entity Tax ID#	74600433
3.	Street Address – Line 1	412 William D Fitch Pkwy
4.	Street Address – Line 2	
5.	City, State, Zip	College Station TX 77845
6.	New request or renewal of an existing contract?	☐ New request XX☐ Extension of existing agreement Previous/Current Contract #2924EDE006_____ ☐ There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	XX☐ Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) ☐ Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) ☐ Federal Agency Authority ☐ If state agency, please specify authority
8.	Legal Purpose(s) for requesting information *(Check all that apply)*	XX☐ to assist in criminal investigations XX☐ to assist in locating defendants, witnesses, and fugitives in criminal cases XX☐ to assist in locating persons with outstanding warrants XX☐ to assist in locating probation absconders ☐ to assist in determining eligibility for public assistance/services ☐ other: please specify: (language will be inserted into contract)
9	Requested length of contract term	XX☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years (Renewal Option up to a total of 5 years combined)

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

10.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	DATA REQUESTED	**Please answer each question. Do not leave any unanswered.**
11.	Information requested *(Check the data being requested)*	XX☐ Wage Records (WR): Wage Detail Inquiry: View wage information for an individual. Coworker Search: View wages reported by an employer. XX☐ UI Benefits and Claimant Info (UI): Personal Information: View demographic information for an individual. Claims: View unemployment insurance claim information. Payments: View unemployment insurance payment info. Employer Search: Search employers by name or address. ☐ Employer Records (ER) Employer Master File: Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	XX☐ **Online access:** Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: XX☐ 1-10 (The subscription rate is $1,500 per year.) ☐ 11-25 (The subscription rate is $2,000 per year.) ☐ 26-50 (The subscription rate is $3,500 per year.) * ☐ Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). XX☐ Yes ☐ No **Online Access for Over 25 User Accounts:** *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: ☐ a high volume of daily/weekly inquiries require the requested volume of use accounts ☐ other reason(s) for the volume of access accounts: _____ _____ ☐ **Offline access:** **Offline Method of Transfer and Frequency:** (Check applicable options) ☐ Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: ☐ Nightly ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other – specify:

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

☐ Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.

☐ One-time request for large quantity of records.

☐ One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN).
Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/_rs/(S(rqjbfuq2yv4rbj2wrzluc3se))/supporthome.aspx.

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

Offline Data Elements Requested:
Data elements to be submitted to TWC for the resulting matched data:

☐ SSN – Social Security Number
Data available from TWC available for SSN matches from the UI Wage Records:
Name: last, first, middle initial
NAICS
Quarter Wages were earned
Quarterly Wages
Employer Name
Employer Address
Employer Zip
Employer contract
Employer Telephone
Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:
Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

		Data available from TWC available for EIN matches from the Employer Tax Master File: Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs): Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required) ☐ Federal Employer ID Number (FEIN) Same as Texas Employer ID information Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time: ☐ 1-999: $250 ☐ 1,000 – 14,999: $300 ☐ 15,000 – 19,999: $375 ☐ 20,000 – 24,999: $500 ☐ 25,000 -Above: $1,000 Hourly rate for programming of a new request or modification of an existing job: $48.81. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
	SAFEGUARD REQUIREMENTS	**Please answer each question. Do not leave any unanswered**
13.	How will data be viewed? Select one of the three options.	1) XX☐ We will **ONLY** view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) ☐ We will use electronic copies of screen prints (PDF), or ☐ We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.)

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

		3) ☐ We will use paper copies of screen prints, or ☐ We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	XX☐ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	☐ Yes - Specify: XX☐ No
16.	What access control methods will you use for access to the TWC information?	XX☐ Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards ☐ National Institute of Secure Technology (NIST) or comparable standards ☐ IRS Publication 1075 or comparable standards
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	XX☐ Vulnerability testing Frequency: Weekly ☐ Penetration testing Frequency: ☐ Audits Frequency: ☐ Other – Please specify: Frequency:
18.0	Are background checks performed on employees who will access information?	XX☐ Yes, background checks are performed (go to 18.1). ☐ No, background checks are not performed **If No background checks are performed,** state what type of records checks are being performed:
18.1	When are background checks performed?	XX☐ Pre-employment ☐ Periodic checks during employment ☐ N/A
19.	How will you have an auditable trail?	XX☐ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	☐ Please specify: XX☐ N/A – We do not keep data at rest.
21.	When will data destruction occur?	☐ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify: XX☐ N/A - We do not retain data.
	CONTACTS	
22.	Compliance Liaison	

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

	(the individual with the authority to correct any contract related issues raised by TWC)	Duane Peters
23.	Compliance Liaison Title	Brazos County Judge
24.	Compliance Liaison Phone	979-361-4101
25.	Compliance Liaison Email	dpeters@brazoscountytx.gov
26.	Compliance Liaison Address	If different from Point of Contact 200 S Texas Ave Bryan TX 77803
27.	Point of Contact Name (for daily matters)	Philip Brown
28.	Point of Contact Title	Deputy
29.	Point of Contact Phone	979-695-0030
30.	Point of Contact E-mail	pbrown@brazoscountytx.gov
31.	Point of Contact Address	412 William D Fitch Pkwy College Station TX 77845
32.	Alternate Point of Contact Name and Title	Mary Freeman
33.	Alternate Point of Contact Phone	Adm Clerk
34.	Alternate Point of Contact E-mail	mfreeman@brazoscountytx.gov
35.	Alternate Point of Contact Address	If different from Point of Contact same
36.	Signatory Name	Duane Peters
37.	Signatory Title	Brazos County Judge
38.	Signatory Phone Number	979-361-4101
39.	Signatory E-mail	dpeters@brazoscountytx.gov
40.	Signatory Address	If different from Point of Contact same
41.	Data Technology Contact Name	Kevin Joyner
42.	Data Technology Contact Phone	979-361-4676
43.	Data Technology Contact E-mail	kjoyner@brazoscountytx.gov
44.	Invoice Recipient Name	Mary Freeman
45.	Invoice Recipient Phone Number	979-695-0030
46.	Invoice Recipient Title	Adm Clerk
47.	Invoice Recipient E-mail	mfreeman@brazoscountytx.gov
48.	Invoice Recipient Address	If different from Point of Contact same

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☐ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Contract Signatory or designee KYLE KACAL ACTING COUNTY JUDGE

Date 7/15/25

Docusign Envelope ID: 52E92888-6539-441D-B518-00F35F76F8A3

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	9/30/2025		
ITEM:	Permission to Advertise Bid #26-050 Road Signs & Sign Posts for the Road & Bridge Department.		
TO:	Commissioners Court		
FROM:	Summer Dubec		
DATE:	09/18/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	This contract is needed to continue to provide all county roadways with proper signage for public safety. The current Contract expires January 24, 2026. Any delay will limit the time needed to put this out to bid and award before the current contract expires. This is fully budgeted and no additional funding is anticipated.		

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise.pdf	Request to Advertise	Backup Material

Brazos County
Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY
BID DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and solicit Bids for the following:

DATE: September 30, 2025

BID NUMBER: 26-050

TITLE: Road Signs and Sign Posts

REQUESTING DEPARTMENT: Road and Bridge

APPROVAL SIGNATURE: _____
Acting County Judge

DATE APPROVED: September 30, 2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	9/30/2025		
ITEM:	Permission to Advertise Bid #26-053 Various Aggregates, Cold Mix, & Other Road Materials.		
TO:	Commissioners Court		
FROM:	Summer Dubec		
DATE:	09/19/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	This contract is needed to maintain road surfaces and erosion issues for all of county right of ways. The current Contract expires January 31, 2026. Any delay will limit the time needed to put this out to bid and award before the current contract expires. This is fully budgeted and no additional funding is anticipated.		

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise.pdf	Request to Advertise	Backup Material

Brazos County
Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY
BID DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and solicit Bids for the following:

DATE: September 30, 2025

BID NUMBER: 26-053

TITLE: Various Aggregates, Cold Mix, & Other Road Materials

REQUESTING DEPARTMENT: Road and Bridge

APPROVAL SIGNATURE: _____
Acting County Judge

DATE APPROVED: September 30, 2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC 2025 Resubmittal-Road and Bridge Holiday Schedule 2026-Tabled 9/23/2026

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the resubmitted proposed Road and Bridge 2026 Holiday Schedule which accommodates the department's 10-hour work day schedule and is equivalent to the standard approved 2026 County Holiday Schedule. Request was previously tabled during Commissioners' Court Meeting held September 23, 2025 due to typographical error.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: In addition to the standard 5-day (8 hours/day) employee work schedule, Road and Bridge maintains two (2) 4-day (10 hours/day) road crews; these employees work Monday-Thursday or Tuesday-Friday. An alternate holiday schedule is submitted annually to accommodate our 4-day work week employees. The attached alternate holiday schedule is equivalent to the standard 2026 County Holiday Schedule of 104 hours.
4. Consequences for failing to approve Agenda Item: Alternate schedule allows our 10-hr/day employees uninterrupted holiday time in the same manner afforded to 8-hr/day employees thereby limiting the number of hours that would otherwise be charged to their personal time.
5. Deadline for Item Approval: 09/30/2025
6. Site of work being performed, if applicable:

ATTACHMENTS:

File Name	Description	Type
Road_and_Bridge_2026_Holiday_Schedule.pdf	Proposed R&B 2026 Holiday Schedule	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC 2025 Resubmittal-Road and Bridge Holiday Schedule 2026-Tabled 9/23/2026

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of the resubmitted proposed Road and Bridge 2026 Holiday Schedule which accommodates the department's 10-hour work day schedule and is equivalent to the standard approved 2026 County Holiday Schedule. Request was previously tabled during Commissioners' Court Meeting held September 23, 2025 due to typographical error.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: In addition to the standard 5-day (8 hours/day) employee work schedule, Road and Bridge maintains two (2) 4-day (10 hours/day) road crews; these employees work Monday-Thursday or Tuesday-Friday. An alternate holiday schedule is submitted annually to accommodate our 4-day work week employees. The attached alternate holiday schedule is equivalent to the standard 2026 County Holiday Schedule of 104 hours.
4. Consequences for failing to approve Agenda Item: Alternate schedule allows our 10-hr/day employees uninterrupted holiday time in the same manner afforded to 8-hr/day employees thereby limiting the number of hours that would otherwise be charged to their personal time.
5. Deadline for Item Approval: 09/30/2025
6. Site of work being performed, if applicable:

ATTACHMENTS:

File Name	Description	Type
Road_and_Bridge_2026_Holiday_Schedule.pdf	Proposed R&B 2026 Holiday Schedule	Backup Material

APPROVED

KYLE DACAL 9/30/25

ACTING County Judge Date

ROAD & BRIDGE DEPARTMENT HOLIDAY SCHEDULE 2026

HOLIDAYS	STANDARD	MON/THURS	TUES/FRI
New Years Day			
January 1 (Thursday)	8	10	10
Martin Luther King Jr. Day			
January 19 (Monday)	8	10	
Good Friday			
April 3 (Friday)	8		10
Memorial Day			
May 25 (Monday)	8	10	
Juneteenth			
June 18 (Thursday)		10	
June 19 (Friday)	8		10
Independence Day			
July 3 (Friday)	8		10
Labor Day			
September 7 (Monday)	8	10	
September 8 (Tuesday)			10
Veterans Day			
November 11 (Wednesday)	8	4	4
Thanksgiving			
November 25 (Wednesday)		10	
November 26 (Thursday)	8	10	10
November 27 (Friday)	8		10
Christmas			
December 23 (Wednesday)		10	10
December 24 (Thursday)	8	10	10
December 25 (Friday)	8		10
December 28 (Monday)	8	10	
HOLIDAY TOTALS	104	104	104

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2025 Hidden Oaks Estates #3 County Maintenance Acceptance

DATE OF COURT MEETING: 9/30/2025

ITEM: Request to consider approval of acceptance of the roads and drainage structures within the road rights-of-ways of Hidden Oaks Estates #3 into the Brazos County Road Maintenance System; structures are in compliance with the Brazos County Subdivision Regulations. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

1. **Department requesting Agenda Item: Road and Bridge**
2. **Department impacted by Agenda Item: Road and Bridge**
3. **Brief explanation of Agenda Item and whether, or not it is in the current year's budget: Additional roads have been inspected and approved by Road and Bridge personnel for roadway maintenance acceptance and will be added to the current county road maintenance system; a value will be assessed to the new road mileage added to the county infrastructure inventory; it is not anticipated there will be any roadway maintenance expenses this budget year.**
4. **Consequences for failing to approve Agenda Item:**
5. **Deadline for Item Approval: 9/30/2025**
6. **Site of work being performed, if applicable: Subdivision is located off FM 1179.**

NOTES/EXCEPTIONS:

- **Brazos County will not assume maintenance responsibility behind the curb; or for esplanades or medians, etc.**
- **The County will not assume responsibility for drainage ways or Easements in the Subdivision outside of the Road Right-of-Way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality ponds, or any other improvements required by other governmental agencies shall not be the responsibility of the County.**
- **If landscaping, irrigation, sidewalks, illumination, water quality ponds, etc. are proposed within the Right-of-Way, the Owner and all future Owners of property within this Subdivision shall be responsible for the maintenance and liability of these features.**
- **Brazos County will not assume maintenance responsibility for drainage ways or easements other than those that directly drain the roadway.**
- **Private drainage ways, access easements or other easements will be maintained by the individual property owners or the Homeowners Association (HOA).**
- **Brazos County will maintain the roadway, shoulders as needed and drainage facilities which directly drain the roadway.**
- **The property Owners/HOA will be responsible for mowing and landscape maintenance of all Rights-of-Ways and Easements.**

ATTACHMENTS:

File Name	Description	Type
Memo_-_Hidden_Oaks_Estates_#3_Road_Maintenance_Acceptance.pdf	Memorandum - Road Maintenance Acceptance	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2025 Hidden Oaks Estates #3 County Maintenance Acceptance

DATE OF COURT MEETING: 9/30/2025

ITEM: Request to consider approval of acceptance of the roads and drainage structures within the road rights-of-ways of Hidden Oaks Estates #3 into the Brazos County Road Maintenance System; structures are in compliance with the Brazos County Subdivision Regulations. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

1. **Department requesting Agenda Item: Road and Bridge**
2. **Department impacted by Agenda Item: Road and Bridge**
3. **Brief explanation of Agenda Item and whether, or not it is in the current year's budget: Additional roads have been inspected and approved by Road and Bridge personnel for roadway maintenance acceptance and will be added to the current county road maintenance system; a value will be assessed to the new road mileage added to the county infrastructure inventory; it is not anticipated there will be any roadway maintenance expenses this budget year.**
4. **Consequences for failing to approve Agenda Item:**
5. **Deadline for Item Approval: 9/30/2025**
6. **Site of work being performed, if applicable: Subdivision is located off FM 1179.**

NOTES/EXCEPTIONS:

- **Brazos County will not assume maintenance responsibility behind the curb; or for esplanades or medians, etc.**
- **The County will not assume responsibility for drainage ways or Easements in the Subdivision outside of the Road Right-of-Way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality ponds, or any other improvements required by other governmental agencies shall not be the responsibility of the County.**
- **If landscaping, irrigation, sidewalks, illumination, water quality ponds, etc. are proposed within the Right-of-Way, the Owner and all future Owners of property within this Subdivision shall be responsible for the maintenance and liability of these features.**
- **Brazos County will not assume maintenance responsibility for drainage ways or easements other than those that directly drain the roadway.**
- **Private drainage ways, access easements or other easements will be maintained by the individual property owners or the Homeowners Association (HOA).**
- **Brazos County will maintain the roadway, shoulders as needed and drainage facilities which directly drain the roadway.**
- **The property Owners/HOA will be responsible for mowing and landscape maintenance of all Rights-of-Ways and Easements.**

APPROVED

9/30/25

KYLE KACAL Date

County Judge - ACTING

ATTACHMENTS:

File Name	Description	Type
Memo_-_Hidden_Oaks_Estates_#3_Road_Maintenance_Acceptance.pdf	Memorandum - Road Maintenance Acceptance	Backup Material

BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., County Engineer

Kyle Kacal, Acting, Brazos County Judge
Bentley Nettles, County Commissioner Pct. 1
Chuck Konderla, County Commissioner Pct. 2
Fred Brown, County Commissioner Pct. 3
Wanda J. Watson, County Commissioner Pct. 4

MEMORANDUM

To: Commissioners Court of Brazos County

From: Prarthana P. Banerji, PE, CFM
Brazos County Engineer

Date: September 22, 2025

Subject: Acceptance of the Maintenance for Roads and Roadway Drainage Structures Within the Road Rights-of-Way of Hidden Oaks Estates #3

The owner/developer of Hidden Oaks Estates #3 has requested that Brazos County approve the development roadways for Final Maintenance Acceptance in accordance with Article 12 of the Brazos County Subdivision Regulations. Road and Bridge Personnel has confirmed that the developer's Engineer of Record has certified the development was constructed in accordance with the approved plans and County regulations.

All necessary documentation, including as-built drawings, maintenance bonds, and test reports, have been submitted and reviewed for compliance. The developer has fulfilled all obligations for the construction and initial maintenance period as outlined in the regulations.

In accordance with the Brazos County Subdivision Regulations, the Engineering Department completed a final inspection of the roads and drainage infrastructures within Hidden Oaks Estates #3. Upon review, the development has been found to meet all applicable standards and specifications as required by the County.

With this memorandum, I formally recommend the acceptance of maintenance responsibilities of the roads and roadway drainage infrastructures within Hidden Oaks Estates #3 by Brazos County. Upon acceptance by the Commissioners Court, these facilities will be incorporated into the County's road maintenance program.

Respectfully submitted,

Prarthana P. Banerji, PE, CFM
County Engineer
Brazos County Road & Bridge Dept.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	9/30/2025
ITEM:	Approval of the Treasurer's Report for July 2025.
TO:	Commissioners Court
DATE:	09/21/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
ACTION REQUESTED OR ALTERNATIVES:	Approval.

ATTACHMENTS:

File Name	Description	Type
Treasurers_Report_Approval_July_2025.pdf	Treasurer Report Approval	Backup Material
Treasurers_Report_Jul_2025.pdf	Treasurer Report July 2025	Backup Material

The State of Texas, County of **BRAZOS**

We, the undersigned, as County Commissioners within and for Brazos County, and Kyle Kacal, Acting County Judge of Brazos County, constituting the entire Commissioners' Court of Brazos County, during a regular meeting of said Court have examined the foregoing report and have caused an order to be entered upon the Minutes of the Commissioners' Court of Brazos County approving said Report as presented and submitted as true and correct by Cristian Villarreal, Treasurer of Brazos County, as provided for in the Revised Statutes of the State of Texas. *(Texas Local Government Code, 114.026)*

Witness my hand this 30 day of September A.D. 2025

Karen McQueen

Karen McQueen
County Clerk, County of BRAZOS, State of Texas
By: [illegible], Chief Deputy

Examined and approved in open Commissioners' Court this 30 day of

September 2025.

Kyle Kacal, Acting County Judge

Bentley Nettles, Commissioner Precinct #1

Chuck Konderla, Commissioner Precinct #2

Fred Brown, Commissioner Precinct #3

Wanda J. Watson, Commissioner Precinct #4

Treasurer's Report for the **MONTH JULY 2025**

JULY 2025 TREASURER'S REPORT

FUND NUMBER & NAME	CASH BALANCE 6/30/2025	INCOMING	INVESTED INTEREST	SUB-TOTAL	DISBURSED	CASH BALANCE 7/31/2025	INVESTED	CK.ACCT.BAL. 7/31/2025
0100 - GENERAL FUND	198,836,403.05	8,740,873.99	681,389.25	208,258,666.29	11,212,082.08	197,046,584.21	150,859,584.07	46,187,000.14
1100 - HOTEL OCCUPANCY TAX	7,589,958.29	473,679.54		8,063,637.83	42,015.58	8,021,622.25		8,021,622.25
1200 - STATE LATERAL ROAD	134,924.61	1,218.74		136,143.35	0.00	136,143.35		136,143.35
1300 - UNCLAIMED FUNDS	423,484.55	4,293.66		427,778.21	0.00	427,778.21		427,778.21
1500 - LAW LIBRARY	230,815.12	11,408.26		242,223.38	3,073.89	239,149.49		239,149.49
1800 - LEOSE FUND	119,850.06	0.00		119,850.06	600.00	119,250.06		119,250.06
1900 - COUNTY RECORDS MANAGEMENT	0.00	0.00		0.00	0.00	0.00		0.00
2000 - COUNTY CLERK MGMT.FUND	1,400,313.90	43,473.67		1,443,787.57	15,402.58	1,428,384.99		1,428,384.99
2001 - COUNTY CLERK ARCHIVAL FUND	1,670,563.06	44,895.04		1,715,458.10	0.00	1,715,458.10		1,715,458.10
2200 - COURTHOUSE SECURITY FUND	238,844.99	12,119.63		250,964.62	591.65	250,372.97		250,372.97
2201 - JUSTICE COURT SECURITY FUND	287,371.88	3,385.81		290,757.69	0.00	290,757.69		290,757.69
2300 - DISTRICT CLERK MANAGEMENT FUND	1,098,544.20	21,543.89		1,120,088.09	6,614.42	1,113,473.67		1,113,473.67
2301 - DISTRICT CLERK ARCHIVAL FUND	1,738.34	35.79		1,774.13	0.00	1,774.13		1,774.13
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	94,629.76	3,348.84		97,978.60	43.28	97,935.32		97,935.32
2401 - CO.& DIST.COURT TECHNOLOGY FUND	145,939.38	2,044.34		147,983.72	0.00	147,983.72		147,983.72
2500 - SPECIAL FORFEITURE FUND	80,156.35	724.03		80,880.38	0.00	80,880.38		80,880.38
2600 - D/A HOT CHECK COLLECT FEES	5,690.94	126.75		5,817.69	0.00	5,817.69		5,817.69
2700 - BAIL BOND BOARD FEES	120,033.28	1,084.23		121,117.51	0.00	121,117.51		121,117.51
2900 - VIT INTEREST FUND	430,795.19	6,110.61		436,905.80	0.00	436,905.80		436,905.80
3000 - COUNTY GRANTS	(1,141,565.94)	282,409.40		(859,156.54)	462,729.53	(1,321,886.07)		(1,321,886.07)
3100 - AMERICAN RESCUE PLAN ACT	30,023,167.64	0.00	63,151.25	30,086,318.89	1,856,890.39	28,229,428.50	17,485,574.59	10,743,853.91
3200 - SB 22 2023 RURAL	628,128.21	5,289.86		633,418.07	84,180.93	549,237.14		549,237.14
3400 - D/A CRIME FUND	151,907.06	1,343.65		153,250.71	6,245.78	147,004.93		147,004.93
3500 - PRIMARY ELECTION SERVICES	30,140.13	270.27		30,410.40	433.03	29,977.37		29,977.37
3901 - BC HOUSING FINANCE CORP	533,494.99	4,818.92		538,313.91	0.00	538,313.91		538,313.91
4320 - CO 2020	4,105,982.79	54,504.33	14,804.17	4,175,291.29	912,525.03	3,262,766.26	3,092,495.09	170,271.17
4323 - ON SYSTEM ROAD BOND-TXDOT	12,507,825.50	3,115.34	45,977.94	12,556,918.78	544,528.20	12,012,390.58	11,438,836.22	573,554.36
43231 - OFF SYSTEM ROAD BOND	4,997,536.29	717.97	18,398.71	5,016,652.97	20,710.00	4,995,942.97	4,925,994.91	69,948.06
43232 - 2023 CERTIFICATES OF OBLIGATIONS	10,529,869.64	5,595.81	36,279.77	10,571,745.22	462,025.00	10,109,720.22	9,713,410.02	396,310.20
4500 - GEN.PERMANENT IMPV.	14,676,893.60	0.00		14,676,893.60	167,094.27	14,509,799.33		14,509,799.33
5000 - HEALTH & LIFE INSURANCE	15,239,530.89	1,895,809.24		17,135,340.13	3,758,764.01	13,376,576.12		13,376,576.12
5800 - COUNTY ATTORNEY OPERATING FUND	64,968.89	35.96		65,004.85	0.00	65,004.85		65,004.85
6000 - PAYROLL	1,960,996.32	6,619,543.30		8,580,539.62	6,607,613.67	1,972,925.95		1,972,925.95
9100 - HEALTH DEPARTMENT	3,803,696.80	291,841.76		4,095,538.56	413,636.63	3,681,901.93		3,681,901.93
9300 - REGIONAL MOBILITY AUTHORITY	45,550.05	411.45		45,961.50	0.00	45,961.50		45,961.50
9700 - COMMUNITY SUPERVISION	1,386,790.84	206,372.96		1,593,163.80	394,785.55	1,198,378.25		1,198,378.25
TTL.OF ACCTS.IN POOL	**312,454,970.65**	**18,742,447.04**	**860,001.09**	**332,057,418.78**	**26,972,585.50**	**305,084,833.28**	**197,515,894.90**	**107,568,938.38**
1600 - LOCAL PROVIDER PARTICIPATION	12,407,256.63	2,872,346.71		15,279,603.34	1,354,663.05	13,924,940.29		13,924,940.29
4100 - GEN.OBLIG.DEBT SVC.	16,409,436.60	417,545.30	15,403.43	16,842,385.33	0.00	16,842,385.33	4,124,059.70	12,718,325.63
TOTAL	**341,271,663.88**	**22,032,339.05**	**875,404.52**	**364,179,407.45**	**28,327,248.55**	**335,852,158.90**	**201,639,954.60**	**134,212,204.30**

This report is submitted as true and correct to Commissioners Court by Cristian T. Villarreal, Brazos County Treasurer, on September 30, 2025.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM:

Overpayments

- a. David or Julie Armstrong - $5.83
- b. Jeannine Netterville - $93.38

TO: Commissioners Court

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

Overpayments or Erroneous Payments (Tax Code Section 31.11)
If a taxpayer applies for a refund, the collector must determine whether the payment was erroneous or excessive. If the collector determines the payment was erroneous or excessive and the auditor agrees, the collector refunds the payment from available current tax collections or from funds appropriated for making refunds.

NOTES/EXCEPTIONS:

Governing Body Approval (Tax Code Section 31.11(a)(1) and (a)(2))
Certain refunds require approval from the taxing unit's governing body. If a collector collects taxes for a single taxing unit, refunds exceeding $500 must receive approval from the taxing unit's governing body. If a collector collects taxes for more than one taxing unit, refunds exceeding $2,500 must receive approval from the taxing unit's governing body.

As general practice the County Auditor has chosen to present all tax refunds to the Commissioner's Court , even those that do not require approval from the Court

ATTACHMENTS:

File Name	Description	Type
CC_Refunds_09222025_(002).pdf	Tax Refund Applications	Backup Material

Melissa Leonard, PCAC
Brazos County Tax Assessor/Collector
4151 County Park Ct
Bryan TX 77802
979-775-9930
979-775-9938 Fax

REFUNDS PENDING 09/22/2025

REQUESTOR	DAVID OR JULIE ARMSTRONG
ADDRESS	3205 DWYER LN FLOWER MOUND TX 75022
OWNER NAME	JULIE ARMSTRONG
PROP ID#	372936
REFUND AMOUNT	$ 5.83

REQUESTOR	JEANNINE NETTERVILLE
ADDRESS	1102 12TH MAN CIR COLLEE STATION TX 77845
OWNER NAME	JEANNINE NETTERVILLE
PROP ID#	88858
REFUND AMOUNT	$ 93.38

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	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS
ARMSTRONG JULIE MARIE BEASLEY
3205 DWYER LN
FLOWER MOUND TX 75022-2855

PROPERTY DESCRIPTION
Legal: FISHER 1H 50004012-000 WILDFIRE ENERG/AGUILA VADO (EAGLEFORD AB 10 /COLEMAN, G H SUR .0040100000 R
Address:
Account # 372936

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	02/28/2025	$69.61	$5.83

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
ARMSTRONG DAVID OR JULIE
3205 DWYER LN
FLOWER MOUND TX 75022-2855

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."

David Armstrong
Signature

9-11-25
Date

214-395-5807
Phone #

dfwbama12@yahoo.com
Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is [X] Approved [ ] Disapproved

Authorized Officer Signature ACTING COUNTY JUDGE

9/30/25
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

02/28/2025 12:50PM

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number
3450667

Date Posted	02/28/2025
Payment Type	P
Payment Code	Over/Refund
Total Paid	$69.61

PAID BY:

ARMSTRONG DAVID & JULIE
3205 DWYER LN
FLOWER MOUND, TX 75022

Property ID	Geo	Legal Acres
372936	50-004012-000-R-050004012000R022014	0.0000

Legal Description
FISHER 1H 50004012-000 WILDFIRE ENERG/AGUILA VADO (EAGLEFORD AB 10 /COLEMAN, G H SUR .0040100000 R

Situs

DBA Name

Owner Name and Address
ARMSTRONG JULIE MARIE BEASLEY
3205 DWYER LN
FLOWER MOUND, TX 75022-2855

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150704	N	5.83	0.00	0.00	0.00	0.00	5.83
EMG SVCS DIST #4	2024	0.06962	514	5736	N	0.36	0.00	0.02	0.00	0.00	0.38
EMG SVCS DIST #2	2024	0.02006	3,766	5736	N	0.76	0.00	0.05	0.00	0.00	0.81
BRYAN ISD	2024	0.94690	4,280	5736	N	40.53	0.00	2.84	0.00	0.00	43.37
BRAZOS COUNTY	2024	0.41970	4,280	5736	N	17.96	0.00	1.26	0.00	0.00	19.22
											69.61

Balance Due As Of 02/28/2025: -5.83

Tender	Details	Description	Amount
Check	6176		69.61
			69.61

Operator	Batch
tmoore	55596 (02/28/2025TM)

Total Paid
69.61

Receipt issued in Accordanee with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 **Ph. 979-775-9930**

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS
NETTERVILLE JEANNINE
1102 12TH MAN CIR
COLLEGE STATION TX 77845-8978

PROPERTY DESCRIPTION
Legal: PEBBLE CREEK PH 1A, BLOCK 1, LOT 2
Address: 1102 12TH MAN CIR COLLEGE STATION, 77845
Account # 88858

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	09/08/2025	$222.36	$93.38

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
NETTERVILLE JEANNINE
1102 12TH MAN CIR
COLLEGE STATION TX 77845-8978

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."

Jeannine Netterville — Signature
Sept 8, 2025 — Date
979-690-6505 — Phone #
jnetterville55@gmail.com — Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is [X] Approved [ ] Disapproved

Authorized Officer Signature — Date 9/30/25

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature — Date

TAX RECEIPT

09/08/2025 01:29PM

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number	
3473595	
Date Posted	09/08/2025
Payment Type	P
Payment Code	Over/Refund
Total Paid	$222.36

PAID BY:

NETTERVILLE JEANNINE
1102 12TH MAN CIR
COLLEGE STATION, TX 77845-8978

Property ID	Geo	Legal Acres
88858	497900-0001-0020	0.0000

Legal Description
PEBBLE CREEK PH 1A, BLOCK 1, LOT 2

Situs 1102 12TH MAN CIR COLLEGE STATION, 77845

DBA Name

Owner Name and Address
NETTERVILLE JEANNINE
1102 12TH MAN CIR
COLLEGE STATION, TX 77845-8978

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	151042	N	93.38	0.00	0.00	0.00	0.00	93.38
COLLEGE STATION ISD	2024	0.97290	373,210	95464	N	0.40	0.00	0.05	0.07	0.00	0.52
CITY OF COLL. STAT.	2024	0.51309	433,727	95464	N	57.66	0.00	8.65	9.95	0.00	76.26
BRAZOS COUNTY	2024	0.41970	413,210	95464	N	39.46	0.00	5.93	6.81	0.00	52.20
											222.36

Balance Due As Of 09/08/2025: -93.38

Tender	Details	Description	Amount
Check	1152		222.36
			222.36

Operator	Batch	Total Paid
tmoore	58232 (09/08/2025TM)	222.36

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM:
- FY 24/25 Budget Amendments 48.01 - 48.02

TO: Commissioners Court

FROM: Nina Payne

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type
48_Coversheet.pdf	FY 25 Coversheet 48.01 - 48.02	Cover Memo
48.01_-_48.02.pdf	FY 25 Budget Amendments 48.01 - 48.02	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 48.01 – 48.02

On this the 30th day of September 2025 at a regular meeting of the Commissioners' Court, the following members were present:

A. Kyle Kacal, Acting County Judge
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 30th day of September 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 30th day of September 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: _____
Kyle Kacal, Acting County Judge

Original: County Clerk's Office and
Attached to the original budget

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 48.01
9/30/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
SB 22 2023 Rural Law Enforcement Salary Assistance Program	Sheriff's Office - Rural Law Enforcement Grant Program	Capital Outlay	Expenditure		12,573.75
SB 22 2023 Rural Law Enforcement Salary Assistance Program	Sheriff's Office - Rural Law Enforcement Grant Program	Contractual Services	Expenditure	12,573.75	

SB 22 2023 Rural Law Enforcement Salary Assistance Program

To cover the additional cost of the Law Enforcement Rescue Vehicle Interlocal Agreement (Contract #23300214). This expense is necessary to fulfill our contractual obligation and ensure that our agency maintains access to the specialized rescue vehicle.

	SAM
Date:	9/17/2025

ACTING County Judge Approval	9/30/25 Date

For Oracle Entry Only					
FUND	DIV	ACCT	Change In Budget	ACCOUNT NAME	
32000	281002	80890000	(12,573.75)		
32000	281002	71025000	12,573.75		

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number

Budget Amendment Number: 48.01

Agenda Date: 9/30/2025

Fiscal Year: October 1 - September 30 2025

Requesting Department: SHERIFF - ADMINISTRATION

Requestors Name: Erika Garcia

DECREASE EXPENDITURE(S):
From: Fund Number: 32000 SB 22 2023 Rural Law Er

DECREASE EXPENDITURE(S):
From: Division Name: NOT LISTED

DECREASE EXPENDITURE(S):
From: Unlisted Division Name: 281002

DECREASE EXPENDITURE(S):
From: Account Number: 80890000 Vehicles

From: Amount
$ 12,573.75
AMOUNT OF DECREASE

Total
$ 12,573.75
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):
To: Fund Number: 32000 SB 22 2023 Rural Law Er

INCREASE EXPENDITURE(S):
To: Division Name: NOT LISTED

INCREASE EXPENDITURE(S):
To: Unlisted Division Name: 281002

INCREASE EXPENDITURE(S):
To: Account Number: 71025000 Contract Services

To: Amount
$ 12,573.75
AMOUNT OF INCREASE

Total
$ 12,573.75
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

To cover the additional cost of the Law Enforcement Rescue Vehicle Interlocal Agreement (Contract #23300214). This expense is necessary to fulfill our contractual obligation and ensure that our agency maintains access to the specialized rescue vehicle.

File and Documentation

File Upload

Upload

Signature

Initiator

Erika Garcia

Department (?)

SHERIFF - ADMINISTRATION

Signature

Elected Official/Dept Head

Paul Martinez

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300214 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Law Enforcement Rescue Vehicle Interlocal Agreement

Name of Contractor: COB,TAMU and Brazos County

CONTRACT TOTAL VALUE: $ one-quarter of vehicle cost + COCS maintenance upkeep **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** ____ ☐ **CHANGE ORDER #** ____ ☐ **OTHER** ____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Interlocal Agreement between entities to share expenses for a regional rescue vehicle.

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 3/9/23 **Agenda Item No*:** ____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only—

Insurance Certificates: RU **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

	3/30/2023
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
	3/30/2023
ASST CITY MGR – CFO	DATE
	3/30/2023
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

Bryan C. Woods	3/31/2023
CITY MANAGER	DATE
	3/31/2023
MAYOR (if applicable)	DATE
Tanya Smith	4/3/2023
CITY SECRETARY (if applicable)	DATE

__Original(s) sent to CSO on ____ *Scanned into Laserfiche on ____* *____Original(s) sent to Fiscal on ____*

DocuSign Envelope ID: 9D504AF6-83C5-4DCB-9660-0E1E3B6C699C

LAW ENFORCEMENT RESCUE VEHICLE INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION,** a Texas Home Rule Municipal Corporation (College Station); the **CITY OF BRYAN,** a Texas Home Rule Municipal Corporation (Bryan); **TEXAS A&M UNIVERSITY,** an institution of higher education and agency of the State of Texas (Texas A&M); and **BRAZOS COUNTY** (Brazos County), referenced herein collectively as the Parties, each acting by and through their authorized agents.

WHEREAS, this Agreement's purpose is to authorize the Parties' mutual aid, assistance and cooperation in law enforcement duties, police protection, and enforcing laws for protecting health, life and property; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into an agreement for the performance of the governmental function of providing **Law Enforcement** Services; and

WHEREAS, the Parties recognize the need to have a regional Rescue Vehicle to aid and assist with Law Enforcement Services and that sharing expenses benefits all Parties; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

1.1 Policy means a standard operating procedure adopted by each Party stating Rescue Vehicle use, care, and command while in each Party's possession and control.

1.2 Rescue Vehicle means a custom tactical armored vehicle for special operations units and tactical teams to use for responding to active shooter scenarios, barricaded suspects, response and rescue, and high-risk warrant service.

II. RESCUE VEHICLE OWNERSHIP AND MAINTENANCE

2.1 Rescue Vehicle Purchase. The City of College Station, according to Texas purchasing laws, will procure, maintain, operate and store the Rescue Vehicle. The Parties to the initial purchase of the Rescue Vehicle will each pay a non-refundable amount equal to one-quarter of the total cost of purchasing the Rescue Vehicle. College Station will be shown as the title holder of the Rescue Vehicle, for purposes of insurability.

2.2 Routine Maintenance Costs. College Station will operate and maintain the Rescue Vehicle according to Manufacturer specifications for routine scheduled preventive maintenance as part of the Rescue Vehicle ownership.

2.3 Repair Costs. College Station will be responsible for arranging for repairs to the Rescue Vehicle above and beyond routine scheduled preventive maintenance ("Non-routine Repairs"). Each Party will pay College Station one-quarter of the cost of Non-routine Repairs to the Rescue Vehicle beyond routine scheduled preventive maintenance. Repairs do not include improvements, new equipment, or damage described by Section 2.5.

2.4 Equipment Costs. College Station will install new and replacement equipment ("Added Equipment") in the Rescue Vehicle above and beyond routine scheduled preventive maintenance. Each Party will pay College Station one quarter of Added Equipment costs beyond routine scheduled preventive maintenance for the Rescue Vehicle. Each Party must agree in writing before the purchase and installation of new equipment not included in the original purchase of the Rescue Vehicle.

2.5 Insurance Costs. College Station will procure and maintain for the life of the Rescue Vehicle, a stand-alone Auto Liability and Auto Physical Damage Insurance Policy. College Station will be the Named Insured and the other Parties will be Additional Named Insureds to the policy. College Station will pay the insurance policy premium, and each other party will be responsible for reimbursing College Station for one quarter of the annual insurance premium ("Insurance Costs"). The Party responsible for damage to or loss of the Rescue Vehicle through their use will be responsible for paying the deductible and any other costs of repair or replacement not covered by the policy ("Deductible and Related Costs").

III PAYMENTS

3.1 In consideration for the non-exclusive license to use the Rescue Vehicle, College Station will invoice the Parties one time for each parties' one-quarter of the Rescue Vehicle initial purchase price.

3.2 In consideration for the non-exclusive license to use the Rescue Vehicle, College Station will send monthly invoices to the Parties for Non-routine Repairs, Added Equipment, and Insurance Costs and any Deductible and Related Costs.

IV. RESCUE VEHICLE USE

4.1 Storage. College Station will store the Rescue Vehicle at the College Station Police Department (CSPD) located at 800 Krenek Tap Road in College Station, Texas.

4.2 Call Out Use. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle for emergency callouts within each parties' jurisdiction, according to each Party's adopted policies. College Station Police Department will respond to the call-out location to deliver the Rescue Vehicle. The requesting party will then be responsible for using and returning the Rescue Vehicle to CSPD in the same condition as when it was delivered.

4.3 Planned Operations. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle according to their policies for planned operations. Authorized Police Officers of the Parties participating in a planned operation may pick up the Rescue Vehicle from CSPD. The Parties shall schedule planned operations with the CSPD Special Operations Lieutenant within a reasonable amount of time in advance of the planned operation.

4.4 Training Use. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle according to their policies for training purposes. CSPD will maintain a training calendar. The Parties shall schedule training at least two weeks before the training with the CSPD Special Operations Lieutenant. The Parties will pick up and return the Rescue Vehicle to CSPD. If an emergency call-out happens during training, the Party using the Rescue Vehicle in training will deliver it to the call-out.

V. GENERAL TERMS

5.1 Sale of Rescue Vehicle. If the Rescue Vehicle is sold, College Station will send each Party one quarter of the sale price less any associated expenses.

5.2 Term and Termination. This Agreement is effective on the Effective Date, which is the date the last Party executes the Agreement making it fully executed. The initial agreement term is one (1) year. The Agreement will renew automatically for successive one (1)-year terms after the initial term, until terminated. A Party intending to terminate their participation must provide written notice to all other Parties not less than thirty (30) days before that Party's intended termination date. Termination of participation in this Agreement by a Party or Parties does not discharge the terminating Party's obligation to pay all accrued costs described in Section 2 up to that Party's termination date or affect the continued participation among remaining Parties. This Agreement shall continue in full force and effect and remain binding on remaining Parties after any Party's termination. The remaining Parties will share equally in all costs related to the Rescue Vehicle, which may increase in the event one or more Parties terminates.

5.3 Interlocal Cooperation Act. Each Party to this Agreement is either a local government agency or an agency of the State of Texas as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

5.4 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved, and signed by the authorized representatives of all Parties.

5.5 Hold Harmless. To the extent authorized by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless

each other Party, its governing board, regents, officers, agents, employees and volunteers, for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement or any of its officers, agents, employees or volunteers, as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omissions of their own employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

5.6 Insurance. Each Party must maintain statutory workers' compensation coverage on its employees.

5.7 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

5.8 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

5.9 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have full authority to sign on behalf of their respective governmental bodies.

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

5.11 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

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

5.13 Effective Date. This Agreement is effective when signed by the last party signing, thereby making the Agreement fully executed.

5.14 Notice. Any official notices by one Party to another Party must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient documented communication.

COLLEGE STATION	**BRYAN**	
Chief of Police College Station Police Department PO Box 9960 801 Krenek Tap Road College Station, Texas 77840 Tel: (979) 764-3605 Fax (979) 764-3468	**Chief of Police** Bryan Police Department 301 South Texas Avenue Bryan, Texas 77803 Tel: (979) 209-5387 Fax: (979) 209-5388	
TEXAS A&M UNIVERSITY	**BRAZOS COUNTY**	
TAMU Chief of Police 1231 TAMU 1111 Research Parkway College Station, Texas, 77843 Tel: (979) 845-8898 Fax: (979) 862-8109	**Brazos County Judge** 300 East 29th Street, Suite 114 Bryan, Texas 77803 Tel: (979) 361-4102 Fax: (979) 823-6593	**Brazos County Sheriff** 300 East 29th Street, Suite 105 Bryan, Texas, 77803 Tel: (979) 361-4148 Fax: (979) 361-4170

EXECUTED this the 9th day of March, 2023 by the **City of College Station.**

CITY OF COLLEGE STATION

By: _____
Mayor, City of College Station

ATTEST:

_____
City Secretary

APPROVED

_____
City Manager

_____
City Attorney

_____
Assistant City Manager/CFO

EXECUTED this the 3rd day of May, 2023 by the City of Bryan.

CITY OF BRYAN

By: _____
Mayor, City of Bryan

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

EXECUTED this the 18 day of APRIL, 2023 by Brazos County.

COUNTY OF BRAZOS

By: _____
Brazos County Judge

ATTEST:

_____
County Clerk By: _____ Chief Deputy

APPROVED AS TO FORM:

_____
General Counsel

APPROVED:

BRAZOS COUNTY SHERIFF'S OFFICE

By: _____
Brazos County Sheriff

EXECUTED this the 24th day of February, 2023 by **Texas A&M University.**

TEXAS A&M UNIVERSITY

By: DocuSigned by: Dean K. Endler
68EC93709133468...
University Contracts Officer

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 48.02
9/30/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
District Clerk Archival Fund		Interest Revenue	Revenue	9.13	
District Clerk Archival Fund	District Clerk Archival	Professional Services	Expenditure	9.13	

District Clerk Archival Fund

To recognize interest in the District Clerk Archival Fund to cover the difference needed to pay for the kolife project.

	SAM
Date:	9/23/2025

ACTING County Judge Approval — Date: 9/30/25

For Oracle Entry Only					
FUND	DIV	ACCT	Change In Budget	ACCOUNT NAME	
23010	00000000	45010000	9.13		
23010	20006000	72590000	9.13		

BRAZOS COUNTY, TEXAS
REQUEST FOR BUDGET AMENDMENT TO INCREASE BUDGET

REQUESTING DEPARTMENT District Clerk Archival Fund

REVENUE BUDGET **FY 2025**

FUND	DIVISION	ACCOUNT		ACCOUNT DESCRIPTION		DOLLAR AMOUNT
23010	00000000	45010000		Interest		9.13
				TOTAL REVENUES	$	9.13

EXPENSE BUDGET

FUND	DIVISION	ACCOUNT		ACCOUNT DESCRIPTION		DOLLAR AMOUNT
23010	20006000	72590000		Professional Fees - Other		9.13
				TOTAL EXPENSES	$	9.13

SELECT REASON FOR EXCEPTION TO INCREASE BUDGET FROM BELOW (click in box to select)

- ☐ Debt
- ☐ Grant
- ☑ Unanticipated Revenue
- ☐ Emergency
- ☐ Donation

EXPLANATION

To recognize interest in the District Clerk Archival Fund to cover the difference needed to pay for the Kofile project.

ELECTED OFFICIAL OR DEPARTMENT HEAD SIGNATURE — DATE

CERTIFIED BY AUDITOR — DATE 9.15.25

Nina Payne

From: Megan L. Conkel
Sent: Monday, September 15, 2025 1:57 PM
To: Nina Payne
Cc: Spencyr A. Mays
Subject: Budget Amendment - Recognize Revenue Archival Fund

The District Clerk is spending funds from the Archival Fund (23010) in order to zero out the fund at FYE, however upon review of the fund and due to the interest revenue earned and revenue from monthly reports through July 2025, the district clerk needed to spent $1774.13 rather than $1675 as submitted. There is only $90.00 in the available balance for a change order to the PO, therefore its requested to recognize interest revenue in the amount of $9.13 in order to cover the difference needed to pay the Kofile invoice and zero out this fund.

Interest budgeted for FY25 is $65 and we have received $74.87 to date. Please recognize $9.13 in interest revenue.

Increase 23010 – 45010000 $9.13
Increase 23010 – 20006000 – 72590000 $9.13

Upon posting of this BA, Angela will do a change order to PO and process the invoice for payment which will fully expend the archival fund. Please let me know if you need anything additional.

Thank you

Megan Mason
Director of Accounting
Brazos County
979-361-4352

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM:
- Approval for Personnel Change of Status

TO: Commissioners Court

DATE: 09/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

ATTACHMENTS:

File Name	Description	Type
Cover_Sheet.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Sep 23, 2025)

Commissioners' Court Date: 9/30/2025
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Exposition Center - Administration	Dunn, Ansley
Forensic Services - Administration	Dierksen, Jennifer
Health & Wellness Clinic	Stewart, Brandi
Juvenile Services - Detention	Carson, Joe
Juvenile Services - Probation	Flores, Melanie
Juvenile Services - Detention	Gonzalez, Valentina
Juvenile Services - Detention	Martinez, Angel
Juvenile Services - Detention	Posival, Jason
Juvenile Services - Detention	Solis, Tomas
Non-Departmental	Ponce, Maria
Sheriff Office - Administration	Alvarez, Gabriel
Sheriff Office - Jail Administration	Young, Ashton

Separations

Department Name	Employee Name

Personnel Action Forms

Department Name	Employee Name
472nd District Court - Administration	Garcia, Angelina
472nd District Court - Administration	McCall, Kresta
County Attorney	Lindblade, Allison
County Auditor - Administration	Turner, Marcille
County Auditor - Administration	Turner, Marcille
County Court at Law #2 - Administration	Brantley, Roy
~~County Judge~~	~~Bull, Edward IV~~
County Judge	Hall, Glenda
County Judge	Moffatt, Darlene
County Judge	Peters, Edgar
Facilities Services - Administration	Rivera, Jose Jr

PULLED 9/30/25

Justice of the Peace - Precinct 4 - Administration	Booker, Darrell
Juvenile Services - Detention	Bell, Tiffany
Juvenile Services - Detention	Rojas, Arely
Metropolitan Planning - Administration	Rudge, Daniel
Risk Management - Administration	Hunter, Victoria
Tax Assessor - Collector - Administration	Oglesby, Stacie

Approved in Commissioners' Court:
County Judge's or Commissioner's Signature: _____

KYLE KACAL
ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Approval of Payment of Claims
- a. 8212037 - 8212176
- b. 9205737 - 9205805

TO: Commissioners Court

DATE: 03/07/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Bill_List-Public_09.30.25.pdf	Bill List - Public	Cover Memo

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	9/30/2025
ITEM:	Approval of Payment of Claims • a. 8212037 - 8212176 • b. 9205737 - 9205805
TO:	Commissioners Court
DATE:	03/07/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

ATTACHMENTS:

File Name	Description	Type
Bill_List-Public_09.30.25.pdf	Bill List - Public	Cover Memo
Bill_List-Internal_09.30.25.pdf	Bill List - Internal 09.30.25	Cover Memo

ATTEST: Karen McQueen
KAREN McQUEEN
COUNTY CLERK
By: Julie Bourbonnais
Chief Deputy

APPROVED

KYLE KACAL
ACTING County Judge

9/30/25
Date

Bill List Commissioners Court

Time run: 9/24/2025 10:40:01 AM

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Abiga**********man		ADV000330257129	1,262.90
			Chris**********		TRVL000334623713	(1,192.13)
			Dmitr**********		ADV000329808984	554.90
			Eric **********ton		ADV000332208051	610.90
			Jesse**********		TRVL000332253316	(1,899.15)
			Joshu**********		ADV000332250947	889.20
			Katie**********		ADV000330257261	245.20
			Lawon**********		TRVL000332253458	(810.25)
			Mindy**********		TRVL000333793205	(566.48)
01000-00000000-26910000-00000-0000-000000	General Fund-No Value-Prepaid Insurance-No Value-No Value-No Value	8494	Old R**********roup	250005368	10/1/2025	621.00
01000-00000000-26930000-00000-0000-000000	General Fund-No Value-Prepaid Contracts-No Value-No Value-No Value	95078	Matri**********	250005375	251046-1	70.00
		96089	Variv**********	250004839	55665	43,000.00
		96756	TriTe**********ems	250005282	446013	110,831.86
		97492	Kalle**********LC	250005373	MSP-51102	31,080.00
01000-00000000-26940000-00000-0000-000000	General Fund-No Value-Prepaid Conference and Seminars-No Value-No Value-No Value	6313	Texas**********Counties	250004289	372464	275.00
					372465	275.00
					372466	275.00
					372467	275.00
				250005365	374044	375.00
		96438	Texas**********ssociation Foundation	250005112	20427*	320.00
					20428*	320.00
					20432	320.00
					20895	320.00
01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes**********	250000502	INV-097057	3,598.87
01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes**********	250000502	INV-097057	14,926.39
01000-00000000-30011000-00000-0000-000000	General Fund-No Value-A/P Appellate Judicial System Fund-No Value-No Value-No Value	101413	Tenth**********s		AUG25APPELLATE	1,620.00
01000-00000000-30019000-00000-0000-000000	General Fund-No Value-A/P Alternative Dispute Resolution Fund-No Value-No Value-No Value	9756	Dispu**********nter - Brazos Valley		AUG25ALTDISP	7,057.00
01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	103430	Blue **********ild - Refund		19187	500.00
01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	103006	Klebe**********		2581246	1,500.00
01000-00000000-37013100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 3-No Value-No Value-No Value	103437	McCul**********Refund		3024-03378N	566.00
01000-00000000-37014100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 4-No	103434	Harri********** Refund		4014-12004T	30.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Value-No Value-No Value					
01000-10000100-61080000-00000-0000-000000	General Fund-County Judge \- Administration-Community Relations-No Value-No Value-No Value	97156	Laura**********g	250005215	8241*	390.00
01000-11000500-61010000-00000-0000-000000	General Fund-Non\-Departmental-Advertising \- Legal Notices-No Value-No Value-No Value	95234	Thryv**********	250000361	610064104075	93.00
01000-11000500-61880000-00000-0000-000000	General Fund-Non\-Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000589	2043085 0825	419.45
				250004089	2475752 0825	1,891.32
01000-11000500-71025000-00000-0000-000000	General Fund-Non\-Departmental-Contract Services-No Value-No Value-No Value	97251	Texas**********	250000379	R043964	228.50
01000-11000500-72070000-00000-0000-000000	General Fund-Non\-Departmental-Attorneys-No Value-No Value-No Value	92284	Germe**********	250005371	894834	3,465.00
01000-11002000-73030000-00000-0000-000000	General Fund-Community Support-Boys & Girls Club Of Brazos Valley-No Value-No Value-No Value	9750	Boys **********of the Brazos Valley	250002945	11September2025	15,000.00
01000-11002000-73420000-00000-0000-000000	General Fund-Community Support-Brazos Valley Economic Development Cor-No Value-No Value-No Value	7130	Brazo**********c Development Corporation	250000564	1124-137	29,166.66
01000-11002000-73600000-00000-0000-000000	General Fund-Community Support-Prenatal Care-No Value-No Value-No Value	2483	Prena**********	250000450	25-039-Q4	18,750.00
01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	100000	Law O**********Andreski, PC		2104396	650.00
					2303049	650.00
		101451	Navar**********rney at Law		2503061	300.00
		102584	The M**********		2402851	650.00
		103295	Rodri**********LLC		2503006	650.00
		802205	Cune,**********		2503310	650.00
		91624	James**********		2101581	650.00
					2502529	650.00
01000-11010000-72202000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Felony-No Value	103295	Rodri**********LLC		Gimbert Refused Felony 92205	0.00
		95315	Law O**********Maltsberger		2501613	650.00
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	100000	Law O**********Andreski, PC		2501188	650.00
					2501400	650.00
		103295	Rodri**********LLC		2202030	650.00
					2401148	650.00
					2503097	75.00
		800687	Shime**********		2404233	650.00
					2404452	650.00
		802205	Cune,**********		2404808	650.00
01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	103295	Rodri**********LLC		Gimbert Refused Felony 92205	1,000.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	802205	Cune,**********		Cune Refused 91425	650.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	102621	Law O**********Medina PLLC		130-J25 91525 875	875.00
					226-J-25 91525	150.00
		91346	Flani**********d		20-J-25 91725	0.00
					253-J-24 91725	0.00
		95315	Law O**********Maltsberger		379-J-24 3625	800.00
					447-J-23 32625	150.00
		96520	Thoma**********		223-J-2025 91525	150.00
01000-11010000-72204100-00000-1100-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 472nd-No Value-Juvenile-No Value	91346	Flani**********d		20-J-25 91725	2,000.00
					253-J-24 91725	2,687.50
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	102828	Sarah**********LLC		2103472	1,000.00
					2103473	1,190.00
					2303304	1,000.00
		800687	Shime**********		2402986	1,000.00
		805046	Gusti**********orney PLLC		2500680	1,750.00
		91346	Flani**********d		2401026	675.00
					2401027	625.00
					2401028	600.00
		91624	James**********		2501876	1,000.00
		95315	Law O**********Maltsberger		2204159	1,000.00
		96520	Thoma**********		2403574	1,000.00
		97088	Cagle**********, The		2502794	1,000.00
01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	96520	Thoma**********		2404210	650.00
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	100000	Law O**********Andreski, PC		2403995*	1,000.00
		102828	Sarah**********LLC		2203452*	750.00
					2203606*	0.00
					2203624*	650.00
					2404381	350.00
					2501056	900.00
					2502351	400.00
		103295	Rodri**********LLC		2403801	2,400.00
					25000537	1,750.00
		802183	Greav**********		1904264	1,000.00
					2002635	1,750.00
					2204465	1,000.00
					2403775	1,000.00
		91346	Flani**********d		2202483*	575.00
					2301075	1,000.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	91346	Flani**********d		2403157	1,000.00
					2501462	500.00
		95315	Law O**********Maltsberger		2304624	1,000.00
					2404503	1,100.00
					2404683	1,000.00
					2404733	1,000.00
					2500256	1,000.00
		96520	Thoma**********		2500260	3,500.00
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	102828	Sarah**********LLC		2203606*	325.00
					2400164	150.00
					2400439	200.00
					2400986	250.00
					2403079	300.00
					2501590	375.00
		802183	Greav**********		2403070	400.00
					2403193	500.00
		91346	Flani**********d		2402247	650.00
		95315	Law O**********Maltsberger		2403445	350.00
		96520	Thoma**********		2404576	437.50
01000-11010000-72206100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Felony-No Value	801423	Davis**********		2303612	3,150.00
01000-11010000-72206200-00000-1102-000000	General Fund-Court Support \- Criminal-Expert Witness Fees \- 272nd-No Value-Adult Felony-No Value	103429	Fabia**********PSY.D.,J.D.,LLC		2304198	3,475.00
					2304201	3,000.00
01000-11010000-72206300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 272nd-No Value-Adult Felony-No Value	103429	Fabia**********PSY.D.,J.D.,LLC		2304201	0.00
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	100000	Law O**********Andreski, PC		2502360	1,000.00
		102584	The M**********		2500518	1,000.00
		103295	Rodri**********LLC		2303145	2,000.00
		801423	Davis**********		2503375	1,750.00
		805046	Gusti**********orney PLLC		2202730*	1,500.00
					2501157	1,995.00
		91346	Flani**********d		2204193*	1,000.00
					2300133	1,000.00
					2303418	1,000.00
					2403536	650.00
					2403537	600.00
					2403538	450.00
					2502236	700.00
		95315	Law O**********Maltsberger		2302154*	575.00
					2502758	500.00
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-	100000	Law O**********Andreski, PC		2501400	0.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	102584	The M**********		2402841	650.00
		103295	Rodri**********LLC		2502849	400.00
		805046	Gusti**********orney PLLC		2102998	210.00
					2303202	165.00
					2400132	160.00
					2401266	150.00
					2401267	155.00
		91346	Flani**********d		2403539	225.00
01000-11010000-72207300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 361st-No Value-Adult Felony-No Value	103053	DeLaR**********		1403925	0.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	802262	Harwe**********and Translation LLC		6116	440.00
		91501	Sign **********eting Services LLC		2025 -0302	650.00
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	96087	Rocke**********PhD PLLC		140023990	1,677.00
					140023991	1,047.00
01000-11020000-61210000-00000-0000-000000	General Fund-Court Support \- Civil-Court Costs-No Value-No Value-No Value	103425	James**********		Postage 9525	47.48
01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\-Secure-No Value-No Value-No Value	101343	Roy M**********atives Inc		BRAZOSRMYA0825	18,476.38
01000-11020000-72660000-00000-0000-000000	General Fund-Court Support \- Civil-Psychiatric Services-No Value-No Value-No Value	102832	Buzza**********sulting PA		934-G	0.00
01000-11022720-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		22002062 91625 470	470.00
					24001234 91625 50	50.00
					25000397 91625 70	70.00
		101623	Buck **********		25000801 91625 430	430.00
		102621	Law O**********Medina PLLC		23000815 91625 220	220.00
01000-11022720-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Non Custodial Parents-No Value	102621	Law O**********Medina PLLC		25002170 91625 350	350.00
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101281	McKer**********		22000833 91625 70	70.00
		102621	Law O**********Medina PLLC		22002062 91625 260	260.00
		95315	Law O**********Maltsberger		22001813 91625 690	690.00
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	95315	Law O**********Maltsberger		21002729 91525 470	470.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	100912	Palmo**********ugh & Russ LLP		24001550 91525 520	520.00
					24001661 915 180	180.00
					24003170 91525 390	390.00
					25000614 91525 310	310.00
					25001218 91525 120	120.00
					25001745 91525 580	580.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	100912	Palmo**********ugh & Russ LLP		25001933 91525 390	390.00
		101281	McKer**********		23003262 91825 40	40.00
					25000377 91825 150	150.00
					25000567 91825 220	220.00
		102621	Law O**********Medina PLLC		23003280 91825 190	190.00
					24003593 91825 170	170.00
					25000420 91825 550	550.00
					25000567 91825 300	300.00
					25000939 91825 300	300.00
					25001791 91825 300	300.00
					25001869 91525 370	370.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	100912	Palmo**********ugh & Russ LLP		25000420 91825 550	550.00
		101281	McKer**********		24003652 91825 310	310.00
		102621	Law O**********Medina PLLC		24000968 91825 240	240.00
					24001700 91525 100	100.00
					24003188 91525 120	120.00
					25000376 91525 190	190.00
					25002129 91825 240	240.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	100912	Palmo**********ugh & Russ LLP		25000376 91825 910	910.00
					25001869 91525 660	660.00
		101281	McKer**********		24003551 91825 1170	1,170.00
					25000269 91825 190	190.00
					25000420 91825 60	60.00
					25001084 91825 340	340.00
					25001166 91825 270	270.00
					2500939 91825 550	550.00
		101406	Law O**********e J Latray		24000275 91525 520	520.00
		101623	Buck **********		24001551 91825 760	760.00
		102621	Law O**********Medina PLLC		24001955 91525 280	280.00
					25000299 91825 1250	1,250.00
					25002035 91825 320	320.00
		97403	Naeem**********		23003280 91825 214283	2,142.83
01000-11024720-72140000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Other Litigation Expenses-No Value-Children-No Value	97403	Naeem**********		23003280 91825 214283	0.00
01000-11050000-72194000-00000-0000-000000	General Fund-Court Support \- Guardianship-Guardians -No Value-No Value-No Value	100065	Mir C**********		901-G 91625	1,087.50
					902-G 91625	1,237.50
		102621	Law O**********Medina PLLC		901-G 91625	546.50
					902-G 91625	509.00
		91500	Middl**********		891-G 91625*	0.00
01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	91500	Middl**********		891-G 91625*	4,687.50

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-11050000-72201300-00000-0000-000000	General Fund-Court Support \- Guardianship-Other Litigation Expenses \- CCL#1-No Value-No Value-No Value	91500	Middl**********		891-G 91625*	891.45
01000-11050000-72660000-00000-0000-000000	General Fund-Court Support \- Guardianship-Psychiatric Services-No Value-No Value-No Value	102832	Buzza**********sulting PA		934-G	1,200.00
01000-11100000-61880000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000599	2016104 0925	798.35
01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	3354	O'Rei**********	250003533	2016-377852	74.27
					2016-378306	68.11
		90368	Myers**********	250005171	55057538	114.17
01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Tires-No Value-No Value-No Value	10804	The G**********ubber Company	250005329	224-1033306	3,003.79
		94243	South**********C	250005330	4590166919	1,620.16
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa **********	250000020	436886	109.62
		288	Griff**********ardware	250000051	212212	275.00
		3354	O'Rei**********	250005105	2016-375513	(22.00)
					2016-376008	392.41
					2016-376368	109.98
					2016-376595	269.98
					2016-376725	289.98
					2016-376793	(278.18)
					2016-377605	184.99
					2016-377642	226.99
					2016-378167	212.02
		95956	Diner**********	250005205	Q83yc57c	60.00
01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	250000101	2960148716	23.22
					2960149565	23.22
01000-11210020-60170000-00000-0000-000000	General Fund-Elections Administrator-Copier/Printer/Fax Supplies-No Value-No Value-No Value	97451	Bob B**********ales	250005123	64147	361.00
01000-11210020-60600000-00000-0000-000000	General Fund-Elections Administrator-Office Supplies-No Value-No Value-No Value	11714	Hart **********	250004928	INV003874	593.00
01000-11210020-61880000-00000-0000-000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000598	2046467 0825	538.29
01000-12000100-61801000-00000-0000-000000	General Fund-County Treasurer \- Administration-Travel-No Value-No Value-No Value	Employee	Crist**********real		TRVL000334094754	856.25
			Mindy**********		TRVL000333793205	843.25
01000-12500100-60360000-00000-0000-000000	General Fund-Risk Management \- Administration-Furniture Expense-No Value-No Value-No Value	9728	Wilto**********Ltd	250005146	155394	2,206.46
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	801553	City **********	250005159	10714	607.61

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-14000006-60500000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	250005046	INV00851008	1,779.72
01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	11869	Lowes**********	250000078	9-81577	25.95
01000-14000100-61801000-00000-0000-000000	General Fund-Information Technology \- Administration-Travel-No Value-No Value-No Value	Employee	Jesse**********		TRVL000332253316	2,066.45
01000-14500100-60500000-00000-0000-000000	General Fund-Project Management \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	250004905	INV00847958	498.82
					INV00848561	1,596.87
					INV00849291	1,632.81
01000-14500100-61750000-00000-0000-000000	General Fund-Project Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	250001281	287348927768X09082028	111.72
01000-15000100-60080000-00000-0000-000000	General Fund-Human Resources \- Administration-Clothing/Uniforms-No Value-No Value-No Value	97596	Amazo**********	250005328	1X3P-9P1N-91FL	55.48
01000-15000100-61500000-00000-0000-000000	General Fund-Human Resources \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********		70530	153.30
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000608	2409871 0825	439.16
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	103354	Budge**********	250004444	ES5496244	1,730.00
		11807	Grain**********	250005020	9642064639	26.69
		11869	Lowes**********	250004251	974235	118.09
					975895	33.20
					981688	45.09
					985762	116.12
					989457	39.84
		90525	Brazo********** Supply Inc	250000126	BV 509516	31.22
					BV 509676	44.44
		96354	FastS**********	250000166	3518132	13.06
					3518175	(13.06)
					3518925	13.06
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102931	Hunto**********	250001916	D1040730	140.88
				250005352	IN1211880	1,747.05
		7141	Baker**********mpany LLC	250003458	GE40560	255.40
				250005207	GE22750	388.80
					GE33569	435.16
					GE44783	657.42
		95824	Hunto**********	250000146	IN1211555	3,276.86
					IN1212693	466.06
		97431	Johns**********llege Station	250003809	5004150A	202.14

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	97596	Amazo**********	250005283	1R6P-HNGV-9QVJ	35.96
01000-17000100-65054000-00000-0000-000000	General Fund-Facilities Services \- Administration-Fire & Safety System Maintenance-No Value-No Value-No Value	96213	Acme **********rdware	250005226	4130292	1,201.23
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	103144	Carso**********n Ltd	250002571	S5623992.001	460.71
		494	Valle**********upply Co Inc	250004796	415920	1,068.87
				250005132	415791	1,551.00
01000-17000100-65510000-00000-0000-000000	General Fund-Facilities Services \- Administration-Pest Control-No Value-No Value-No Value	96836	Allst**********	250003141	092025	1,295.00
01000-17000100-65950000-00000-0000-000000	General Fund-Facilities Services \- Administration-Vehicle Maintenance-No Value-No Value-No Value	97596	Amazo**********	250005268	1WPJ-MWHG-9XVY	47.48
01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	5645	Texas**********icensing & Regulation	250005309	10198842	70.00
					10199106	140.00
					10199141	140.00
01000-17000100-71206700-00000-0000-000000	General Fund-Facilities Services \- Administration-HVAC Control Contract-No Value-No Value-No Value	100341	Globa**********gy Inc	250000009	163774	515.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	250000036	2960149569	14.28
					2960149585	103.42
					2960149590	10.96
					2960149593	9.67
01000-17000200-65056000-00000-0000-000000	General Fund-Landscaping-Plumbing Maintenance-No Value-No Value-No Value	95228	SiteO**********ply Holding	250003756	158032793-001	318.33
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	102996	Harre**********	250003938	INV02087398	1,836.00
		11869	Lowes**********	250004700	988890	289.88
01000-17000300-41069000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Fees \- Parking Garage-No Value-No Value-No Value	19620	Brazo**********ct		Aug2025	(1,242.00)
01000-17000300-60020000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Bank Service Charges-No Value-No Value-No Value	19620	Brazo**********ct		Aug2025	375.00
01000-17000300-71025000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Contract Services-No Value-No Value-No Value	19620	Brazo**********ct		Aug2025	3,405.00
		96836	Allst**********	250003141	092025	125.00
01000-18000100-60400000-00000-0000-000000	General Fund-County Attorney \- Administration-Investigation Supplies-No Value-No Value-No Value	429	CHI S**********l Health Ctr	250003830	0925	210.00
				250005324	0925.1	570.00
01000-18000100-60600000-00000-0000-000000	General Fund-County Attorney \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	250005320	375804	373.45
01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	95956	Diner**********	250004011	400015500	24.80

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-19000100-61330000-00000-0000-000000	General Fund-District Attorney \- Administration-Grand Jury Expense-No Value-No Value-No Value	16490	Wal-M**********c	250000883	03189	12.93
					03191	65.08
					04423	58.94
01000-20000100-61280000-00000-0000-000000	General Fund-District Clerk \- Administration-Dues-No Value-No Value-No Value	100939	Texas**********Alliance		2025MembershipDues	50.00
01000-20000100-61750000-00000-0000-000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	250000359	287310418905X09082025	43.27
01000-20010000-60620000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Postage & Shipping-No Value-No Value-No Value	102352	Xpedi**********	250005355	21761	2,508.23
01000-21000100-61801000-00000-0000-000000	General Fund-County Clerk \- Administration-Travel-No Value-No Value-No Value	Employee	Karen**********		TRVL000334569472	33.00
01000-22000100-61415000-00000-0000-000000	General Fund-85th District Court \- Administration-Jurors \- Petit Jury-No Value-No Value-No Value	95512	Longh**********house Inc	250004923	Check #40 B	77.05
01000-22000100-61490000-00000-0000-000000	General Fund-85th District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	95512	Longh**********house Inc	250003354	Check #40 A	101.50
01000-22000100-61620000-00000-0000-000000	General Fund-85th District Court \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3187	West **********ration	250005243	6168952950	105.30
01000-22300100-60500000-00000-0000-000000	General Fund-472nd District Court \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	93357	Galls**********	250005078	032364846	27.90
01000-22300100-60620000-00000-0000-000000	General Fund-472nd District Court \- Administration-Postage & Shipping-No Value-No Value-No Value	93357	Galls**********	250005078	032364846	10.00
01000-22300100-61900000-00000-0000-000000	General Fund-472nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	102391	Cooks**********		090825	498.28
01000-22800100-61110000-00000-0000-000000	General Fund-Family Associate Court – Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Shery**********		TRVL000333793004	450.00
01000-22800100-61801000-00000-0000-000000	General Fund-Family Associate Court – Administration-Travel-No Value-No Value-No Value	Employee	Shery**********		TRVL000333793004	1,246.13
01000-23100100-61801000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Travel-No Value-No Value-No Value	Employee	Chris**********		TRVL000334623713	1,240.63
01000-26002000-61730000-00000-0000-000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar**********tion Resources		25080870N	2.26
01000-26002000-61880000-00000-0000-000000	General Fund-Health Department \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000615	2063650 0825	3,166.18
		60	Atmos**********	250000614	3042120522 0825	389.50
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \-	103342	Webbs**********	250004338	523790	53.98

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	103342	Webbs**********	250004338	523792	85.98
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	93357	Galls**********	250004678	032568316	1,067.40
		97596	Amazo**********	250005350	1CGM-TQHX-H9TP	587.04
01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	97596	Amazo**********	250005279	1N9N-DR93-74Y7	50.08
01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Lawon**********		TRVL000332253458	108.00
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000320	2213212 0925	5,817.11
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas********** Extension Service	250004091	EH7320259	140.00
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	103296	Custo********** Bea	250004717	Segura09.11.25	25.50
		103342	Webbs**********	250004302	523339	17.00
				250004775	523338	17.00
					523419	8,962.00
		10336	Texas********** Extension Service	250003873	255287011	181.64
					255375011	181.64
					255544011	181.64
01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	101378	Detec**********	250005256	INV20459	122.68
01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	96384	Best **********p	250005194	27415	14,119.10
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home **********	250005277	893702829	304.92
					894138338	355.80
		94806	Perry	250005278	IN-1591504	2,168.34
				250005316	IN-1591859	1,553.58
01000-28002000-60500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	250004840	INV00849853	147.93
01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	95862	TMPA	250004058	46431	250.00
		95956	Diner**********	250005083	706233	82.00
		Employee	Lawon**********		TRVL000332253458	798.25
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	95956	Diner**********	250005141	942093332-01	332.22
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co**********	250005189	248012	4,482.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000326	2295873 0825	997.04
				250000327	2293418 0825	258.04
				250000328	2043082 0825	35,476.90
				250000329	2042927 0825	15,247.94
				250000330	2427489 0825	966.80
01000-28003000-61395000-00000-0000-000000	General Fund-Jail Medical Services-Inmate \- Health Care-No Value-No Value-No Value	93814	Henry**********	250004660	46390013	932.08
				250005216	46621462	300.21
01000-28004000-60320000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security-Firearms Readiness-No Value-No Value-No Value	97596	Amazo**********	250005349	1X3P-9P1N-47TP	189.98
01000-28004000-60500000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security-Equipment & I.T. Enhancement-No Value-No Value-No Value	97596	Amazo**********	250005348	173R-JX6F-4GPP	355.41
01000-30101100-65350000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Gasoline Expenditure-No Value-No Value-No Value	7176	Colle**********	250004098	2026004-1	518.66
01000-30101100-65550000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Radio Maintenance-No Value-No Value-No Value	95528	Bearc**********	250005229	5946741	84.64
01000-30201100-61750000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz**********	250000144	6122833018	394.74
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	287296986923x09082025	199.27
01000-30401100-60320000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Firearms Readiness-No Value-No Value-No Value	103016	Kiesl********** Inc	250005288	IN266846	224.64
					IN267052	1,018.70
01000-30401100-61110000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95862	TMPA	250005080	46614	75.00
01000-30401100-61680000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Training-No Value-No Value-No Value	10336	Texas********** Extension Service	250005284	EH7320287	72.00
01000-31000100-61801000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Travel-No Value-No Value-No Value	10468	Harri**********		012568892760	46.40
01000-31000100-72670000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychological Services-No Value-No Value-No Value	102801	Corre**********tation Services LLC		09-09-25PsychosexualAssess	4,000.00
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan**********mpany LLC	250002895	0540922259058393	224.50
		96917	Gordo**********nc	250005066	9027140273	1,784.67
01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000323	2222795 0825*	167.89
				250000324	2046376 0925	12,321.10
				250000325	2046379 0925	1,643.15
01000-35500100-61750000-00000-0000-000000	General Fund-Emergency Management \- Administration-Telephone/Data \-	11846	AT&T **********	250000389	287310419907X09082025	86.54

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Cellular-No Value-No Value-No Value					
01000-36000100-41011000-00000-0000-000000	General Fund-Exposition Center \- Administration-Fees \- Expo Center-No Value-No Value-No Value	101831	Phili**********d		30104	400.00
		103255	Texas**********tension Service - Refund		30090	5,000.00
		103426	Lacke**********fund		30098	4,500.00
01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	93149	Georg**********uring	250005305	0294087-IN	1,011.44
01000-36000100-61500000-00000-0000-000000	General Fund-Exposition Center \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	250005139	70561	225.00
01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	250000616	2337552 0825	104.67
				250000617	2212628 0825	2,330.92
				250000618	2300181 0825	5,368.70
				250000619	2212627 0825	5,540.35
				250000620	2212626 0825	13,066.76
				250000621	2212625 0825	5,327.69
				250000623	2212630 0825	18.30
				250000625	2380284 0825	305.82
				250000626	2306756 0825	46.50
				250000627	2382791 0825	69.77
				250000628	2382874 0825	15.50
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	97037	WRI O**********	250004267	W00656	281.23
01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	250005254	479675	165.00
					479676	165.00
					479698	165.00
					479699	165.00
					479736	165.00
					479737	165.00
					479738	165.00
					479791	165.00
					479792	165.00
					479795	165.00
					479796	165.00
					479797	165.00
					479799	165.00
					479800	165.00
					479801	165.00
					479843	165.00
					479844	165.00
					479845	165.00
					479846	165.00
					479847	165.00

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	250005254	479848	165.00
					479849	165.00
					479850	165.00
					479851	165.00
					479883	165.00
					479884	165.00
					479885	165.00
					480081	165.00
					480082	165.00
					480083	165.00
					480084	165.00
					480085	165.00
					480086	165.00
01000-37000100-60600000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	250005253	375767	113.76
01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Chadd**********ton		TRVL000333940115	343.06
			Rober**********		TRVL000333913335	150.03
01000-38000100-61320009-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Rainbow Room-No Value-No Value-No Value	97596	Amazo**********	250004929	1DTW-6KTK-JM9H	468.93
01000-50000100-60170000-00000-0000-000000	General Fund-County Records Management \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	1335	Avine**********	250005121	333760	448.00
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks********** Utility District	250000334	107194 0825	46.22
		20	Bryan**********	250000639	2043190 0825	782.03
				250000640	2042812 0825	634.53
				250000668	2042813 0825	1,279.24
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	11869	Lowes**********	250005236	989462A	23.74
					989462B	103.51
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value-No Value	102380	BPI M**********	250004136	0925-35	4,766.78
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	250000135	2960148713	199.03
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102949	Holt ********** Texas LLC	250004998	X303050770:01	74.90
					X303050842:01	74.90
		11682	Napa **********	250004999	438119	13.49
		7002	Unite**********	250004814	14243985	300.33
		73	Musta**********	250004176	PART7062459	27.94
		97205	Shop **********	250004449	11760	914.51
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy	11682	Napa **********	250003624	437483	41.99

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	3354	O'Rei**********	250004339	2016-377961	507.84
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	250002596	2960149562	31.43
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks********** Utility District	250000334	115970 0825	33.67
		20	Bryan**********	250000338	2077216 0825	45.50
				250000339	2075818 0825	63.04
				250000340	2075769 0825	63.48
11000-11002500-60500000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Equipment & I.T. Enhancement-No Value-No Value-No Value	102743	Morga**********pment Sales Inc	250004277	2025-749	54,002.50
11000-11002500-61500000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Printing-No Value-No Value-No Value	1229	Alpha**********	250005139	70560	574.00
18000-30019000-60320000-00000-0000-000000	Law Enforcement Education Fund-LEOSE \- District Attorney-Firearms Readiness-No Value-No Value-No Value	3486	GT Di**********	250005007	INV1058677	439.41
18000-30028200-61680000-00000-0000-000000	Law Enforcement Education Fund-LEOSE \- Jail-Training-No Value-No Value-No Value	102087	Comma**********	250005265	2771	12,000.00
23000-20005000-71300000-00000-0000-000000	District Clerk Records Management Fund-District Clerk Records Management Fund-Microfilming, Recording & Scan-No Value-No Value-No Value	96482	Kofil**********nc	250004862	INV-KT-021840	112,277.82
30000-00000000-26930000-00000-0000-000000	Brazos County Grant Fund-No Value-Prepaid Contracts-No Value-No Value-No Value	95888	Civic**********	250005376	342447	5,914.65
30000-00000000-26941000-00000-0000-000000	Brazos County Grant Fund-No Value-Prepaid Department Support-No Value-No Value-No Value	97482	Fores**********	250005045	OCT-2025	2,217.60
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	250005366	10141868	2,720.00
30000-272300-60620000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\-212\-25\-C03-Postage & Shipping-No Value-No Value-No Value	Employee	Natal**********el		TRVL000333792847	31.40
30000-272300-61210000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\-212\-25\-C03-Court Costs-No Value-No Value-No Value	103053	DeLaR**********		1403925	945.00
30000-272300-61401000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\-212\-25\-C03-Interpreters-No Value-No Value-No Value	95313	USA C**********eters	250005164	2997	384.00
				250005325	2998	384.00
30000-424100-71117000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Internet	95888	Civic**********	250005376	342447	306.72

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Contracts-No Value-No Value-No Value					
31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102243	PGAL **********	230012622	10065688	15,597.55
		102624	Vaugh**********	250002358	Pay App #13	1,099,822.38
31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Buildings-No Value-No Value-No Value	102961	Tom G********** Engineers Inc	250001172	1200617	15,963.75
32000-281002-60380000-00000-0000-000000	SB 22 2023 Rural Law Enforcement Salary Assistance Program-Sheriff's Office – Rural Law Enforcement Grant Program-Health Supplies-No Value-No Value-No Value	96876	North**********	250004843	IN924135	13,122.20
32000-281002-80890000-00000-0000-000000	SB 22 2023 Rural Law Enforcement Salary Assistance Program-Sheriff's Office – Rural Law Enforcement Grant Program-Vehicles-No Value-No Value-No Value	97569	BAYCO**********	250004243	EQUIPINV_057217	5,520.00
34000-19200100-61040000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Awards & Recognitions-No Value-No Value-No Value	97156	Laura**********g	250004730	8078*	90.00
35000-21130000-71025000-00000-0000-000000	Election Contracts Fund-Election Services-Contract Services-No Value-No Value-No Value	95078	Matri**********	250001598	251046	35.00
43230-63432306-71025000-00000-0000-000000	On System road Bond \- TXDOT-Leonard Road-Contract Services-No Value-No Value-No Value	102445	RG Mi**********nc	240001312	100144-20	26,773.20
43232-63432322-80100000-00000-0000-000000	2023 Certificates of Obligation-101 North-Buildings-No Value-No Value-No Value	102961	Tom G********** Engineers Inc	250002956	1200618	7,260.00
45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102624	Vaugh**********	250002358	Pay App #13	(54,991.12)
45000-63110001-80212000-00000-0000-000000	Capital Improvement Fund-Commissioners' Court \- Capital-Software \- Subscription-No Value-No Value-No Value	11978	SHI G**********ons Inc	250004325	GB00570326	9.06
45000-63280001-80890000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Capital-Vehicles-No Value-No Value-No Value	16692	Motor**********c	240002717	8281992355	1,073.83
50000-64005000-71025000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Contract Services-No Value-No Value-No Value	16479	David**********ing LLC		108715	150.00
50000-64005000-71110000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	243,704.19
50000-64005000-71110006-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	598.38
50000-64005000-71110011-00000-0000-000000	Health and Life Insurance Fund-Group	6313	Texas**********Counties		217725202509	7,479.75

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	Insurance \- Administration-Administrative Fee \- Health District-No Value-No Value-No Value					
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		2177252025091200	343,429.91
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		2177252025091200	12,557.00
50000-64005000-71116500-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Deer Oaks Employee Assistance Program-No Value-No Value-No Value	103056	AllOn**********	250001900	DOEAP-000002455	4,114.80
50000-64005700-71110007-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- County-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	68,466.91
50000-64005700-71110012-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	2,991.90
50000-64005700-71110013-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	299.19
50000-64005700-71110015-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- CSCD-No Value-No Value-No Value	6313	Texas**********Counties		217725202509	2,094.33
60000-00000000-31050000-00000-0000-000000	Payroll Fund-No Value-Flex Benefit Administrative Fee-No Value-No Value-No Value	16479	David**********ing LLC		108715	1,214.00
91000-53000100-60350000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Food and Food Supplements-No Value-No Value-No Value	103365	Zeitm**********	250005289	INV0002	84.00
91000-53000100-71025000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value	94324	Audio**********Inc	250000394	82501	35.00
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	65630	18.76
91000-53001000-61801000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Travel-No Value-No Value-No Value	95956	Diner**********	250005356	012568881007	31.05
91000-532300-60080000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health Grant-Clothing/Uniforms-No Value-No Value-No Value	91345	CC Cr**********	250004350	N836038	697.00
91000-533200-60360000-00000-0000-000000	Health \- County Health District-Texas	9728	Willo**********Ltd	250005037	375619.1	371.06

Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
	A&M Health Science Center Vaccination Project-Furniture Expense-No Value-No Value-No Value					
91000-533200-61010000-00000-0000-000000	Health \- County Health District-Texas A&M Health Science Center Vaccination Project-Advertising \- Legal Notices-No Value-No Value-No Value	102546	UBER **********		5CF2D5	120.42
97000-00000000-20000100-00000-0000-000000	CSCD \- Community Supervision-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Jenni**********		ADV000332252901	553.95
97000-551100-69201000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Psychological Services\-CSCD-No Value-No Value-No Value	96908	Brazo**********Health & Wellness LLC	250000547	2025 BVHW 1105	270.00
					2025 BVMHW 1042R	0.00
					2025 BVMHW 1078	175.00
					2025 BVMHW 1093	210.00
					2025 BVMHW 1097	105.00
					2025 BVMHW 1098	110.00
					2025 BVMHW 1100	90.00
					2025 BVMHW 1108	180.00
				250005367	2025 BVMHW 1083	375.00
					2025 BVMHW 1095R	70.00
					2025 BVMHW 1099	375.00
					2025 BVMHW 1103 R	270.00
97000-551100-69209000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Urinalysis/Drug Testing-No Value-No Value-No Value	96167	Recov**********olutions LLC	250000973	10141868 - CSCD	128.00
97000-551100-69306000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Computer Contracts\-CSCD-No Value-No Value-No Value	94170	Corre**********Solutions LP	250005269	58519	6,897.00
					58563	520.00
97000-551100-69309000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Security Services-No Value-No Value-No Value	102351	TNT S**********s LLC	240004858	7047	10,124.74
97000-551100-69400000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Office Supplies\-CSCD-No Value-No Value-No Value	101869	Hazel**********oundation	250005262	2959258	1,500.00
		21468	Sassi**********	250004101	0141428-IN	1,060.00
				250005264	0141695-IN	1,060.00
97000-551100-69601000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Telephone \- Cellular-No Value-No Value-No Value	11846	AT&T **********	240004835	287310416812X09082025	197.93
		97548	Veriz**********	250004394	6121745925	530.97
97000-559100-69201000-00000-0000-000000	CSCD \- Community Supervision-DP High Risk/High Need-Psychological Services\-CSCD-No Value-No Value-No Value	96908	Brazo**********Health & Wellness LLC	250000547	2025 BVMHW 1042R	375.00
Grand Total						**2,696,807.09**

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Acknowledgement of monthly reports submitted in September 2025.

TO: Commissioners Court

DATE: 03/17/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
2025-09-18_Monthly_Reports_submitted_for_the_Month_of_September.pdf	Monthly Reports Submitted in September	Cover Memo

Texas A&M AgriLife Extension Service - Brazos County

MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: ROBERT STEPHEN BRUEGGERHOFF - County Extension Agent - Horticulture		Month: AUGUST 2025
County: BRAZOS		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES
8.1.2025	Floral Fridays broadcast; write/submit article to newspaper The Eagle; interview Dr. Rangel (Bee Specialist) for Garden Success radio show broadcast (215 Lamar St, CS); submit monthly program data to Extension; office management	10.3
8.4.2025	2025 Tomato Research Trials meeting; office conference; office management; travel to 2025 TX Nursery & Landscape Association Trade Show and Conference (Henry B. González Convention Center, 900 E Market St, San Antonio, TX 78205)	180
8.5.2025	2025 TX Nursery & Landscape Association Trade Show and Conference	
8.6.2025	2025 TX Nursery & Landscape Association Trade Show and Conference (return from (Henry B. González Convention Center, 900 E Market St, San Antonio, TX 78205)	180
8.7.2025	Annual leave; KAMU radio 'Garden Success' broadcast (recording, no travel)	
8.8.2025	Annual leave	
8.10.2025	Support 4-H Annual Achievement Banquet (Brazos County Expo Complex, 5827 Leonard Rd, Bryan)	21.4
8.11.2025	Interpretive meeting for Chancellor Hegar; state 4-H Record Book Judging training (virtual); office management	
8.12.2025	State 4-H Record Book Judging (virtual); Brazoria County 4-H Pizza Ranch planning meeting; BCMG Board meeting; office management	
8.13.2025	Horticulture Committee meeting (Bryan PARD office, 1309 E Martin Luther King Jr St, Bryan); AgriLife District 9 Staff Update meeting (virtual); 2025 National Extension Master Gardener Coordinator seminar (virtual); office management	9.9
8.14.2025	BCMG Education Committee meeting; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); 2025 International Master Gardener Conference training (virtual); office management	10.3
8.15.2025	Floral Fridays broadcast; write/submit article to newspaper The Eagle; Horticulture Committee meeting; Brazos County Leadership Advisory Board meeting; office management	
8.16.2025	BCMG Learning at the Library seminar	
8.18.2025	Annual leave; office conference	
8.19.2025	Annual leave	
8.20.2025	Annual leave	
8.21.2025	BCMG Gardening w/ the Masters seminar; KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); AgriLife Regional Program Leader 2025 programs review (virtual)	10.3
8.22.2025	GROW AgriLife professional development workshop (1470 William D. Fitch Parkway, CS); Floral Fridays broadcast; office management	17.8
8.25.2025	Office conference; support 2025 International Master Gardener Conference (virtual); office management	
8.26.2025	Present for 2025 International Master Gardener Conference (virtual); BCMG members meeting; office management	
8.27.2025	Support 2025 International Master Gardener Conference (virtual); BLT program area committee meeting; office management	
8.28.2025	Support 2025 International Master Gardener Conference (virtual); KAMU radio 'Garden Success' broadcast (215 Lamar St, CS); office management	10.3
8.29.2025	Write article for The Eagle; Floral Fridays broadcast; office management; presentation for AgriLife Austin County Fall Horticulture program (American Legion Post #442, 1630 Meyer Street, Sealy, TX)	145
	TOTAL	405

County Extension Agent

8/27/2025
Date

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:	Aug-25		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING	
8/1/2025	Office management/ SCTCCC Com. Mtg. in Washington County	92.2			
8/4/2025	Office management	0			
8/5/2025	Horse com mtg/ 4-H monthly update	0			
8/6/2025	Help with Beef Cattle Short Course live demos @ Pearce Pavillion	0			
8/7/2025	Office management/ Dr. Appt.	0			
8/8/2025	Office management/ Re-tag Heifer for 4-H Family	25.8			
8/10/2025	4-H County Awards Banquet	21.4			
8/11/2025	Budget Workshop/ Meeting with Chancellor of Texas A&M	10.6			
8/12/2025	Pizza Ranch Comm. Mtg	0			
8/13/2025	Staffing update/ Sick leave	0			
8/14/2025	Sick leave	0			
8/15/2025	LAB mtg.	0			
8/18/2025	Budget hearing for Dept. Operating Budget/ Office Conference	10.6			
8/19/2025	Office Management	0			
8/20/2025	Office Management	0			
8/21/2025	Office Management/Southern Classic Planning mtg.	0			
8/22/2025	Office Management	0			
8/25/2025	Office Management/ Office Conference	0			
8/26/2025	Office Management	0			
8/27/2025	Re-tag Show Heifer for 4-H Family	25.1			
8/28/2025	Deliver Scholarship Raffle tickets to Burleson Co. Ext. Office	57.8			
8/29/2025	Joint Mentor/Mentee Training in Montgomery Co.	118			
GRAND TOTAL OF MILES, MEALS AND LODGING		361.5	0	0	

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

9/2/25
Date

County Extension Agent

TEXAS A&M AGRILIFE EXTENSION

Texas A&M AgriLife Extension Service

The Texas A&M University System

Extension Activity and Travel Report to County Commissioner Court

Name: Flora Williams

Title: County Extension Agent

County: Brazos

Month: August

Date	Monthly Activities/Travel	MILES	MEALS	LODGING
1	Vacation			
4	Office conference; Parenting class (4 contacts)* and monthly reports			
5	FCH/BLT Committee meeting (6 contacts)*; mental health discussion group			
6	Office management			
7	National ESP meeting and TEAFCS Committee meeting			
8	Alzheimer's class the BC Health District (16 contacts)*;	10.2		
	shopped; program prep	13		
10	Attended 4-H Banquet	19.8		
11	Did food demo at the Chancellor visit; gave FPM exam*			
12	Judged State 4-H record books; attended pizza ranch meeting			
13	Judged State 4-H record books*; attended staff update			
14	TEAFCS professional Development in Galveston; judged State recordbooks met carpool at Harris County Office)	171		
15	LAB meeting*			
18	Office conference; prep for class; Snook EEA class on sour dough basics (24 contacts)*; FPM management	31.7		
19	Guest instructor at Grimes County Canning Class in	48.8		
	Navasota; KBTX noon show on the new 4-H year;	7.8		
	prepared for cooking class; FPM management.	10.1		
20	Cooking Well Exploring Culture Series Class 1 AgriLife Employees (16 contacts)* assisted by Lora, Antoinette, and FCH committee member; shopped	13		
21	Guest instructor at Grimes County Canning Class*; 4-H management	48.8		
22	Office management; 4-H management; met with City of College Station HR and scheduled upcoming wellness programs; met with perspective MWV.			
25-26	Vacation			
27	BLT Committee meeting			
28	Regional Career Ladder Conference panelist -Richmond	200		
29	Childcare training for St. Thomas (28 contacts)*			
	GRAND TOTAL OF MILEAGE, MEALS & LODGING	**574.2**		

Other expenses (list) _____

	CURRENT MONTH'S CONTACTS						
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

DATE/ACTIVITY

September

1 Holiday
2 4-H monthly series, monthly reports, office conference, Master Wellness Volunteer meeting
3 Monthly reports, program prep, office and 4-H management
4 National ESP meeting, State TEAFCS meeting, program at library with Lora
5 First Friday FCH Forum then Sick leave; foot procedure

8 ESP webinar, office conference
9 Sick leave; dental procedure
10 D9 staff meeting; program preparation; Brazos County Employee Dinner Tonight Cooking School
11 Library program, Healthy Texas Youth Ambassador Advisor meeting, program prep
12 AgriLife Cooking Well Exploring Culture Class 2 (India)
13 Kolache Fest judge

15 Burleson County Fair judge, give FPM online exam
16 Program prep
17 Canning class Cancel Bluebonnet room, I want to give myself more time to heal
18 Guest instructor at Grimes County Dinner Tonight Healthy Cooking School
19 Office management
20 Car seat event

22 Office conference, program prep
23 Wearable art presentation at the Meyer Center with FAID ambassador, new agent training speaker along with ambassadors, doctor appointment
24 FAN information night
25-26 Vacation

29 Office conference, office management
30 Program summaries and achievement report, booth at Rellis

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: 9/5/2025

Signed: Flora Williams

Submit

MONTHLY REPORT RECAPITULATION
CONSTABLE J.P. INGRAM - PRECINCT 3
August-25

RECEIPTS:

Fees Received		$150.00
Execution Judgements:		
Constable fees / Expenses		
Constable Commissions		
Due to Attorneys		
Other		$150.00
Other		
Beginning Balance		
Cash On Hand		
GRAND TOTAL OF RECEIPTS		$150.00

DISBURSEMENTS:

Remitted to Treasurer		
Constable Fees		
Executions / Judgements		
Other		$150.00
Ending Balance		
Cash on Hand		
GRAND TOTAL DISBURSEMENTS		$150.00

Papers Served: 68 Type		#of
AG PAPERS	3	0
CITATION	7	3
EVICTIONS	54	55
SUMMONS	0	0
WRIT OF GARNISHMENT	0	0
WRIT OF EXECUTION	0	0
WRIT OF POSSESSION	15	7
TAX SUITS	2	3

Prepared By: Angie Regmund

Approved BY:

CONSTABLE J.P. INGRAM PCT. 3

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE DONALD LAMPO - PRECINCT 2
FOR THE MONTH OF August, 2025

RECEIPTS:

Fees Received		$ 225.00
Execution Judgements:		
Constable fees / Expenses	225.00	
Constable Commissions		
Due to Attorneys		
Other		$ 225.00
Other		$
Beginning Balance		
Cash On Hand		$
GRAND TOTAL OF RECEIPTS		$ 225.00

DISBURSEMENTS:

Remitted to Treasurer		
Constable Fees	225.00	
Executions / Judgements		
Other		$ 225.00
Ending Balance		
Cash on Hand		$
GRAND TOTAL DISBURSEMENTS		$ 225.00

Papers Served:

Type	#of
114 total civil	papers received.
12 Atty. General	5Tax Suit
42 Citations	2 injunctions;
34 Evictions	2 summons;
14 writ possess.	1w/attach. 2 w/ex

Prepared By: SWendt

Approved BY:

Constable Donald Lampo - Precinct 2

BRAZOS COUNTY CLERK
MONTHLY REPORT RECAPITULATION
FOR THE MONTH OF
August 2025

	ODYSSEY					Total Daily Deposit		KOFILE														
															Escrow			A/R				
Date	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
8/1/2025	490.00	490.00				1,194.00		442.00	752.00		865.00	2,503.00	1,425.50	2,851.00	28.00	143.00		183.00				9,192.50
8/2/2025						-																-
8/3/2025						-																-
8/4/2025	929.00	929.00				705.00		270.00	435.00	30.00	1,400.50	3,182.00	1,837.25	1,911.00	8.00	130.00		385.00	51.00		500.00	10,037.75
8/5/2025	1,166.00	1,166.00				726.00		102.00	624.00	30.00	646.00	1,635.00	1,385.00	1,516.00	27.10	142.00		27.00			1,000.00	7,134.10
8/6/2025	358.00	358.00		12.00		495.00		236.00	259.00		706.00	743.00	1,294.00	1,572.00	6.00	21.00		72.00			38,828.88	43,737.88
8/7/2025	2,220.00	2,220.00				660.00		269.00	391.00		696.00	1,153.00	643.00	1,675.00	55.00	152.00		210.00				5,244.00
8/8/2025	304.00	304.00		40.00		813.00		290.00	523.00		1,361.00	1,805.25	1,576.00	2,645.00	5.00	44.00		825.00				9,074.25
8/9/2025						-																-
8/10/2025						-																-
8/11/2025	781.00	781.00		397.00		2,617.00		440.00	2,177.00	60.00	1,104.00	810.00	949.00	1,362.00	4.00	272.00		116.00	1,379.00			5,915.00
8/12/2025	1,037.00	1,037.00	12.00			745.00		245.00	488.00	90.00	1,135.00	1,195.00	1,430.00	1,564.00	19.00	67.00			385.00		1,500.00	7,348.00
8/13/2025	337.00	337.00				407.00		170.00	237.00		841.00	1,275.00	1,164.00	1,689.00	17.00	84.00						5,477.00
8/14/2025	859.00	859.00				277.00		178.00	99.00		620.00	1,109.00	829.00	1,757.00	47.00	97.00		72.00				4,808.00
8/15/2025	615.00	615.00				360.00		148.00	212.00		1,318.00	1,156.00	1,423.25	2,250.00	20.00	144.00		174.00			531,276.00	538,121.25
8/16/2025						-																-
8/17/2025						-																-
8/18/2025	1,385.00	1,385.00	12.00			2,498.45		243.00	2,243.45	210.00	1,571.00	1,471.00	1,559.75	2,366.00	77.70	167.00		450.00	1,427.00	77.70		8,854.20
8/19/2025	558.00	558.00				457.00		315.00	142.00		789.00	620.00	1,343.00	1,656.00	23.00	156.00					500.00	5,544.00
8/20/2025	337.00	337.00		362.00		1,109.75		433.00	676.75		953.00	1,021.00	1,074.00	1,582.00	40.00	67.00	300.00	72.00				5,618.75
8/21/2025	76.00	76.00				468.00		250.00	218.00		1,709.00	1,130.00	1,754.00	2,139.00	21.00	92.00						7,313.00
8/22/2025	277.00	277.00		12.00	12.00	443.00		182.00	249.00		1,068.00	1,411.00	1,900.00	2,069.00	8.00	95.00		878.00				7,860.00
8/23/2025						-																-
8/24/2025						-																-
8/25/2025	1,149.00	1,149.00		12.00		810.00		254.00	556.00	90.00	1,400.00	1,537.00	1,681.75	2,122.00	85.00	247.00		25.00	46.00			7,951.75
8/26/2025	746.00	746.00				591.00		184.00	407.00		546.00	1,461.00	1,726.00	2,214.00	73.00	74.00			272.00		500.00	6,913.00
8/27/2025	1,020.00	1,020.00				528.00		191.00	337.00		432.00	679.00	933.00	2,307.00		30.00		54.00				4,963.00
8/28/2025	574.00	574.00				282.50		168.00	114.50		963.00	1,395.00	895.00	2,328.00	44.00	42.00		1,100.00				7,049.50
8/29/2025	73.00	73.00			362.00	746.00		142.00	242.00		800.00	1,605.00	1,337.00	2,102.00		137.00		72.00				6,437.00
8/30/2025						-																-
8/31/2025						-																-
						-										(0.01)						(0.01)
TOTAL	15,291.00	15,291.00	24.00	835.00	374.00	16,932.70	-	5,152.00	11,382.70	510.00	20,923.50	28,896.25	28,159.50	41,677.00	607.80	2,402.99	300.00	4,715.00	3,560.00	77.70	574,104.88	714,593.92

TOTAL REPORT ODYSSEY	16,524.00	16,524.00	Total Fees (Revenue)	-	Diff.
REPORT KOFILE	714,593.92	714,593.93		(0.01)	Diff.
GRAND TOTAL	731,117.92				

KAREN MCQUEEN, COUNTY CLERK

ASHLIE PETERS-BOWMAN, CHIEF DEPUTY

9/2/2025
DATE

Director of Collections
Tanya Skinner
300 East 26th Street, Ste 1401
Bryan, Texas 77803
979-361-4297

September 2, 2025

Brazos County Judge, Kyle Kacal
Commissioner Bently Nettles, Pct1
Commissioner Chuck Konderla, Pct 2
Commissioner Fred Brown, Pct 3
Commissioner Wanda Watson, Pct 4

Re: August 2025 reports for Fines and Jury fees

Dear County Judge and County Commissioners,

Please find the attached monthly reports as required to report to the county commissioner's court at regular terms by the officer who collects fines, and judgements or jury fees.

1. GASB 34 is the fines assessed and collected during the prior month please see the following pages for the fines 1-8.

2. Receipt journal by fund and fee code known as the jury fee collected with the style and number of the case in which each jury fee was collected and the name of the person whom the fees were collected from. Pages 1-6.

Thank you for your time and consideration regarding this matter.

Sincerely yours,

Tanya Skinner
Director of Collections

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
18-05283-CRF-85	DUREN, BRANDON JAMAAL	8/05/2025	D	2,500.00	0.00	0.00	2,500.00
20-00641-CRF-85	LOZA, RAMIRO JESUS	8/4/2025	D	500.00	0.00	0.00	500.00
21-02998-CRM-361	EVANS, CANDIS MARTRICE	8/29/2025	D	100.00	0.00	0.00	100.00
22-02267-CRF-272	MCVANEY, CANDISE NICOLE	8/15/2025	D	600.00	0.00	0.00	600.00
22-04207-CRF-272	Shaddox, Christi Cathleen	8/4/2025	D	600.00	0.00	0.00	600.00
22-04344-CRF-85	SANCHEZ, AUSTIN LEE	8/26/2025	D	1,500.00	0.00	0.00	1,500.00
23-00266-CRM-361	EVANS, CANDIS MARTRICE	8/29/2025	D	50.00	0.00	50.00	0.00
23-02924-CRF-361	DEAN, STEVEN ALLEN	8/20/2025	D	2,000.00	0.00	0.00	2,000.00
23-03119-CRF-361	GARZA, PHILIP GEORGE	8/11/2025	D	500.00	0.00	0.00	500.00
23-03149-CRF-85	SMITH, BRADLEY DEAN	8/14/2025	D	500.00	0.00	0.00	500.00
23-03202-CRM-361	EVANS, CANDIS MARTRICE	8/29/2025	D	100.00	0.00	100.00	0.00
23-04432-CRM-CCL2	ESCOBEDO, ROBERT DAVID	8/14/2025	D	1,100.00	0.00	0.00	1,100.00
23-04917-CRM-CCL1	JAKUBCIN, RICHARD JONATHAN	8/18/2025	D	1,100.00	0.00	0.00	1,100.00
24-00167-CRM-CCL1	Lopez-Mejia, Kevin Ismael	8/13/2025	D	1,600.00	0.00	0.00	1,600.00
24-00695-CRF-85	MAAS, MICHAEL EDWIN	8/14/2025	D	500.00	500.00	0.00	0.00
24-00719-CRF-361	ROBERSON, JATAVIUS CORVELL	8/18/2025	D	800.00	0.00	0.00	800.00
24-00752-CRM-CCL1	MORENO-CARRERA, JUAN JOSE	8/11/2025	D	1,100.00	0.00	0.00	1,100.00
24-00772-CRM-CCL2	GUTIERREZ, BONNIE JO	8/21/2025	D	1,000.00	0.00	1,000.00	0.00
24-00820-CRM-CCL1	GNANAVEL, AAKASH	8/25/2025	D	1,100.00	0.00	0.00	1,100.00
24-01018-CRF-361	Hohensee, Easton Scott	8/18/2025	D	4,600.00	0.00	0.00	4,600.00
24-01019-CRF-361	Hohensee, Easton Scott	8/18/2025	D	1,100.00	0.00	0.00	1,100.00
24-01140-CRM-CCL1	PINA LOPEZ, JOSE GUADALUPE	8/13/2025	D	500.00	188.00	0.00	312.00
24-01145-CRM-CCL1	SALCIDO, SUSAN	8/18/2025	D	250.00	0.00	0.00	250.00
24-01266-CRM-361	EVANS, CANDIS MARTRICE	8/29/2025	D	100.00	0.00	100.00	0.00
24-01267-CRM-361	EVANS, CANDIS MARTRICE	8/29/2025	D	100.00	0.00	100.00	0.00
24-01422-CRF-272	MURRAY, GENE DWAYNE, JR	8/19/2025	D	1,000.00	0.00	0.00	1,000.00
24-01436-CRF-361	ROBERTS, KRISTINE CHERIE	8/7/2025	D	500.00	0.00	0.00	500.00
24-01548-CRM-CCL1	SWINDELL, EARNEST DARNELL	8/18/2025	D	100.00	0.00	0.00	100.00
24-01571-CRM-CCL1	CROOK, BENJAMIN PATRICK	8/11/2025	D	1,100.00	0.00	0.00	1,100.00

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-01593-CRM-CCL2	Holsten, Zachary Clarke	8/27/2025	D	100.00	0.00	0.00	100.00
24-01627-CRF-361	GRAHAM, AARON	8/7/2025	D	500.00	0.00	0.00	500.00
24-01779-CRM-CCL1	PINTO, GENESIS ALISAH	8/27/2025	D	1,100.00	0.00	0.00	1,100.00
24-01909-CRM-85	SANDLE, BRANDON KESHAUN	8/19/2025	D	58.00	0.00	0.00	58.00
24-02074-CRF-272	KEMP, ASHLEY	8/12/2025	D	500.00	0.00	0.00	500.00
24-02075-CRF-272	MOTON, JESSICA LASHAYE	8/12/2025	D	500.00	0.00	0.00	500.00
24-02262-CRM-CCL1	MCGUIRE, JOSHUA LEE	8/11/2025	D	850.00	850.00	0.00	0.00
24-02279-CRM-CCL2	OLSON, SILVIA STEFANA	8/12/2025	D	750.00	0.00	0.00	750.00
24-02285-CRM-CCL1	RIVERA, EMMANUEL	8/11/2025	D	850.00	850.00	0.00	0.00
24-02292-CRM-CCL1	DABNEY, KIMBERLY NICOLE	8/27/2025	D	1,553.00	0.00	0.00	1,553.00
24-02504-CRM-CCL2	AMADOR VELAZQUEZ, LUIS ALFREDO	8/20/2025	D	4,600.00	0.00	0.00	4,600.00
24-02743-CRM-CCL2	Kolba, Kevin Lee	8/18/2025	D	1,000.00	141.00	0.00	859.00
24-02873-CRM-CCL1	Garza, Margarita Martinez	8/25/2025	D	553.00	0.00	0.00	553.00
24-02875-CRM-CCL1	Mohler, Caleb Richard	8/11/2025	D	850.00	0.00	0.00	850.00
24-02897-CRM-CCL2	TORRES, JAVIER	8/21/2025	D	553.00	0.00	0.00	553.00
24-02908-CRM-272	SANCHEZ, BRIANNA BROOKE	8/19/2025	D	100.00	0.00	0.00	100.00
24-02910-CRM-CCL2	SHELL, MADELYNN GRACE	8/21/2025	D	850.00	850.00	0.00	0.00
24-02916-CRM-CCL2	OLQUIN GUILLEN, XITLALI	8/12/2025	D	850.00	0.00	0.00	850.00
24-02961-CRF-272	RAMIREZ, CAMILO GUILLEN	8/12/2025	D	2,000.00	0.00	0.00	2,000.00
24-03105-CRM-CCL2	JOHNSON, DESHAUN KEITH, JR	8/7/2025	D	350.00	0.00	0.00	350.00
24-03265-CRM-272	SUSTAITA, ALAN MICAL	8/26/2025	D	100.00	0.00	0.00	100.00
24-03279-CRM-CCL1	JOSEPH, HEATHER MARIE	8/18/2025	D	850.00	0.00	0.00	850.00
24-03565-CRF-361	Rasuli, Julian Delano	8/21/2025	D	500.00	0.00	0.00	500.00
24-03567-CRF-361	Rasuli, Julian Delano	8/21/2025	D	1,000.00	0.00	0.00	1,000.00
24-03586-CRM-CCL1	CALDERON, JOSE	8/20/2025	D	1,600.00	0.00	0.00	1,600.00
24-03617-CRM-CCL1	WALBERG, KEVIN	8/25/2025	D	750.00	0.00	0.00	750.00
24-03654-CRM-CCL2	BREWER, GABRIEL ANTHONY	8/21/2025	D	750.00	0.00	0.00	750.00
24-03670-CRM-CCL1	Jones, Isaiah Donte	8/18/2025	D	500.00	0.00	0.00	500.00

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-03747-CRM-CCL1	TAYLOR, TONY MARCEL, JR	8/27/2025	D	6,100.00	0.00	100.00	6,000.00
24-03818-CRF-361	SEIFERT, DUSTIN ALLEN	8/7/2025	D	1,000.00	0.00	0.00	1,000.00
24-03869-CRM-CCL1	JONES, TYLER JOHN	8/11/2025	D	7,100.00	0.00	0.00	7,100.00
24-03930-CRF-272	BRISTER, APRIL DAWN	8/15/2025	D	1,500.00	0.00	0.00	1,500.00
24-03940-CRF-361	DARNELL, BOBBY JOE, III	8/28/2025	D	1,000.00	0.00	0.00	1,000.00
24-04010-CRM-CCL2	RACAS, ARIANA MCKENZIE	8/7/2025	D	750.00	750.00	0.00	0.00
24-04015-CRM-CCL1	RUEDA, KEVIN	8/11/2025	D	850.00	0.00	0.00	850.00
24-04031-CRM-CCL2	ACKER, KARA BRYANN	8/13/2025	D	500.00	500.00	0.00	0.00
24-04110-CRF-272	SANCHEZ, BRIANNA BROOKE	8/19/2025	D	1,000.00	0.00	0.00	1,000.00
24-04107-CRM-CCL2	DOWNING, KAMRYNN TAYLOR	8/13/2025	D	500.00	500.00	0.00	0.00
24-04149-CRM-CCL2	JACKSON, AUTUMN FAITH	8/5/2025	D	1,000.00	0.00	0.00	1,000.00
24-04161-CRM-CCL1	OLIVO, MICHAEL	8/11/2025	D	850.00	0.00	0.00	850.00
24-04171-CRM-CCL1	SNOWDEN, GRANT LAWSON	8/25/2025	D	500.00	500.00	0.00	0.00
24-04269-CRM-CCL1	JACKSON, EDWARD CHARLES	8/13/2025	D	1,100.00	0.00	0.00	1,100.00
24-04275-CRM-CCL2	MARTINEZ-ARZOLA, GUSTAVO L	8/7/2025	D	1,100.00	0.00	0.00	1,100.00
24-04392-CRF-272	Murphy, Trida Suzanne	8/26/2025	D	1,100.00	0.00	0.00	1,100.00
24-04446-CRM-CCL1	GANTT, JOHNNY BOB	8/18/2025	D	600.00	0.00	0.00	600.00
24-04453-CRM-CCL1	Valadez, Omar LEE	8/11/2025	D	500.00	0.00	0.00	500.00
24-04529-CRM-CCL1	GONZALES-CORRAL, JOSE MANUEL	8/11/2025	D	1,300.00	0.00	0.00	1,300.00
24-04562-CRM-CCL2	GOSS, SKYLER BELLE	8/13/2025	D	500.00	0.00	0.00	500.00
24-04535-CRM-CCL1	JONES, WANDA CHEVELLE	8/11/2025	D	350.00	0.00	0.00	350.00
24-04586-CRM-CCL2	TORRES, JAVIER	8/21/2025	D	1,600.00	0.00	0.00	1,600.00
24-04592-CRM-CCL2	RAMIREZ, BIANCA	8/13/2025	D	500.00	500.00	0.00	0.00
24-04627-CRM-CCL1	Montgomery, Duntee Dabron	8/25/2025	D	500.00	0.00	0.00	500.00
24-04629-CRM-CCL2	MOSTY, TRISTAN REES	8/12/2025	D	500.00	500.00	0.00	0.00
24-04684-CRM-CCL2	PUCKETT, MICHAEL	8/27/2025	D	900.00	0.00	0.00	900.00
24-04683-CRF-272	ELLIS, BRITTNEY LYNNEA	8/19/2025	D	500.00	0.00	0.00	500.00
24-04727-CRM-CCL1	GUZMAN MELENDEZ, JULIAN, SR.	8/25/2025	D	1,500.00	1,500.00	0.00	0.00

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
24-04748-CRF-272	VELAZQUEZ, GILBERTO	8/12/2025	D	100.00	0.00	0.00	100.00
24-04780-CRM-CCL1	MEJIA, ARIEL JASETTE	8/26/2025	D	53.00	0.00	0.00	53.00
24-04791-CRM-CCL1	SOLIS, MARCO ANTONIO	8/13/2025	D	850.00	0.00	0.00	850.00
25-00014-CRM-CCL2	ELY, EMMETT YATES	8/27/2025	D	1,100.00	0.00	0.00	1,100.00
25-00019-CRM-CCL1	HODGINS, JESSICA MAE	8/25/2025	D	1,100.00	0.00	0.00	1,100.00
25-00033-CRM-CCL2	RAMOS, MATTHEW PAUL	8/12/2025	D	7,100.00	0.00	0.00	7,100.00
25-00076-CRM-CCL1	ESSIEN, MIQDAD K	8/14/2025	D	750.00	0.00	750.00	0.00
25-00078-CRM-CCL2	EVANS, ELLIOT CLARK	8/13/2025	D	750.00	0.00	0.00	750.00
25-00124-CRM-CCL2	GUZMAN, DOMINIK ISIAIH	8/7/2025	D	500.00	0.00	0.00	500.00
25-00132-CRM-CCL2	MOORE, BRYANT TYLER	8/28/2025	D	1,100.00	0.00	0.00	1,100.00
25-00133-CRM-CCL2	MOORE, BRYANT TYLER	8/28/2025	D	53.00	0.00	0.00	53.00
25-00176-CRM-CCL1	COTTON, JEVON LESEAN	8/25/2025	D	500.00	0.00	0.00	500.00
25-00290-CRM-CCL1	Reznicek, Brandon Trevor	8/25/2025	D	750.00	0.00	0.00	750.00
25-00319-CRM-CCL1	REYES REYES, JAIME GABRIEL	8/18/2025	D	750.00	0.00	0.00	750.00
25-00344-CRM-CCL2	THOMPSON, MICHEL	8/21/2025	D	650.00	650.00	0.00	0.00
25-00375-CRM-CCL2	ENO, BANGA EDIDIONG ERIC	8/20/2025	D	500.00	500.00	0.00	0.00
25-00429-CRM-CCL1	BERRY, CAMRYN MIKAELA	8/11/2025	D	553.00	0.00	0.00	553.00
25-00468-CRM-CCL1	WUNDERLICH, DYLAN CHASE	8/20/2025	D	850.00	850.00	0.00	0.00
25-00513-CRF-272	NUTALL, TRELYN DESHAWN	8/15/2025	D	500.00	0.00	0.00	500.00
25-00538-CRF-272	WORTHAM, MARSHALL LEE III	8/26/2025	D	2,100.00	0.00	0.00	2,100.00
25-00559-CRM-272	CUA JUAREZ, NERY ALEXANDER	8/12/2025	D	100.00	0.00	100.00	0.00
25-00570-CRM-CCL1	HUNT, HARRISON JAMES	8/27/2025	D	500.00	0.00	0.00	500.00
25-00571-CRM-CCL1	LINDERS, BLAKE ALLEN	8/27/2025	D	500.00	500.00	0.00	0.00
25-00572-CRM-CCL1	RAWSON, ORAN THOMAS	8/27/2025	D	500.00	500.00	0.00	0.00
25-00597-CRM-CCL1	SUSTACHE SERRANO, JEREMY EMIL	8/13/2025	D	500.00	500.00	0.00	0.00
25-00606-CRM-CCL1	ELLIOTT, THADDIUS JAMAL	8/15/2025	D	200.00	0.00	200.00	0.00
25-00646-CRF-272	EDWARDS, WILLIAM LORENZO	8/12/2025	D	500.00	0.00	0.00	500.00
25-00708-CRM-CCL1	PICKETT, JUSTIN DEMONDREA	8/11/2025	D	500.00	0.00	0.00	500.00

GASB 34

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-00710-CRM-CCL1	Alcala, Gabrael Denise	8/18/2025	D	750.00	0.00	0.00	750.00
25-00724-CRF-85	WOODARD, URIAH TIMOTHY	8/22/2025	D	1,500.00	0.00	0.00	1,500.00
25-00740-CRM-CCL1	TAYLOR, TONY MARCEL, JR	8/27/2025	D	3,100.00	0.00	100.00	3,000.00
25-00761-CRM-CCL1	PIWONKA, WYATT RAYMOND	8/25/2025	D	500.00	0.00	0.00	500.00
25-00808-CRM-CCL1	DE LA TORRE, DAVID ISIDRO	8/18/2025	D	553.00	0.00	0.00	553.00
25-00812-CRM-CCL2	GOSS, SKYLER BELLE	8/13/2025	D	500.00	0.00	0.00	500.00
25-00841-CRF-85	GONZALES, JOSEPH MARTIN	8/29/2025	D	1,500.00	0.00	0.00	1,500.00
25-00909-CRM-CCL1	ORTIZ, ERNEST S JR	8/27/2025	D	553.00	0.00	0.00	553.00
25-00933-CRM-CCL1	WILLIAMS, JAMARKUS	8/25/2025	D	100.00	0.00	0.00	100.00
25-00936-CRM-CCL2	STRICKLIN, KEEGAN TYLER	8/13/2025	D	600.00	600.00	0.00	0.00
25-00967-CRM-CCL2	Cole, Shavon LaKeith	8/7/2025	D	750.00	0.00	0.00	750.00
25-00982-CRM-CCL2	NUNN, MICHAEL DEVEON	8/7/2025	D	750.00	0.00	0.00	750.00
25-01044-CRF-361	Hernandez Vasquez, Edgar Tomas	8/7/2025	D	500.00	0.00	0.00	500.00
25-01119-CRF-85	MARTINEZ-TORRES, ANNABEL	8/25/2025	D	1,500.00	0.00	0.00	1,500.00
25-01128-CRF-272	Morgan, Levernice	8/26/2025	D	500.00	0.00	0.00	500.00
25-01138-CRM-CCL1	GILLEY, CHARLES	8/25/2025	D	500.00	0.00	0.00	500.00
25-01173-CRF-272	WILLIAMS, IMPERIAL JEAN	8/26/2025	D	1,500.00	0.00	0.00	1,500.00
25-01187-CRM-CCL1	REAGAN, CAROLINE	8/11/2025	D	860.00	0.00	0.00	860.00
25-01217-CRM-CCL2	LOPEZ, ANDREW JESUS	8/7/2025	D	500.00	0.00	0.00	500.00
25-01259-CRM-CCL2	GREEN, DESHAWN ALEXANDER	8/14/2025	D	500.00	0.00	0.00	500.00
25-01298-CRM-CCL2	GONGORA, SYLVIA CASTILLO	8/28/2025	D	1,100.00	0.00	0.00	1,100.00
25-01318-CRM-CCL2	BATRES, JULVIO ANDRES	8/14/2025	D	850.00	850.00	0.00	0.00
25-01320-CRM-CCL1	BOULDEN, ARMON GENE, JR	8/18/2025	D	3,100.00	3,100.00	0.00	0.00
25-01354-CRM-CCL1	ROSAS, NICOLAS ANGEL	8/18/2025	D	553.00	0.00	0.00	553.00
25-01362-CRF-361	PEREZ, ROBERT NOEL	8/7/2025	D	500.00	0.00	0.00	500.00
25-01388-CRM-CCL2	CHAVEZ GIL, LUIS FELIPE	8/12/2025	D	4,600.00	0.00	0.00	4,600.00
25-01414-CRM-272	MANUEL, SIRH KEILAN WILLIAM	8/7/2025	D	100.00	0.00	100.00	0.00
25-01417-CRM-CCL1	PETTAWAY, DEYJHON PRINCE	8/11/2025	D	500.00	500.00	0.00	0.00
25-01418-CRM-CCL2	PITTMAN, LENNIE D	8/14/2025	D	100.00	0.00	0.00	100.00

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-01419-CRM-CCL1	REED, KATELYN EILEEN	8/27/2025	D	500.00	500.00	0.00	0.00
25-01517-CRM-CCL2	Sample, Noah Case	8/27/2025		750.00	0.00	0.00	750.00
25-01521-CRM-85	VILLALPANDO, JOHN JOSEPH	8/15/2025	D	53.00	0.00	53.00	0.00
25-01527-CRF-272	SUSTAITA, ALAN MICAL	8/26/2025	D	1,000.00	0.00	0.00	1,000.00
25-01539-CRM-CCL1	ARAGON, DAMIAN CHAVARIN	8/18/2025	D	250.00	0.00	0.00	250.00
25-01587-CRM-CCL1	JACKSON, COLE WESLEY	8/25/2025	D	53.00	0.00	0.00	53.00
25-01617-CRM-CCL1	CROW, JACOB WILLIAM	8/13/2025	D	500.00	0.00	0.00	500.00
25-01618-CRM-CCL2	QUALLS, GARY PAUL	8/7/2025	D	1,850.00	1,850.00	0.00	0.00
25-01621-CRM-CCL2	RUNA, MARK ANTHONY	8/21/2025	D	850.00	0.00	0.00	850.00
25-01632-CRM-CCL2	MCGUIRE , NELSON EARL	8/7/2025	D	500.00	500.00	0.00	0.00
25-01641-CRM-CCL2	NEWMAN, JONTE	8/7/2025	D	500.00	0.00	0.00	500.00
25-01645-CRM-CCL2	UBERECKEN, LUKE HENRY	8/5/2025	D	300.00	300.00	0.00	0.00
25-01669-CRM-CCL2	MORRIS, ROBERT EARL	8/20/2025	D	100.00	0.00	0.00	100.00
25-01674-CRM-CCL2	OLIVAREZ, MARCIAL OSCAR	8/27/2025	D	3,850.00	0.00	0.00	3,850.00
25-01805-CRM-CCL1	LANDAVERDE, EFREN RUBIO	8/11/2025	D	600.00	100.00	0.00	500.00
25-01839-CRM-CCL2	QUALLS, GARY PAUL	8/7/2025	D	53.00	53.00	0.00	0.00
25-01844-CRM-CCL2	TOLEDO, IVAN, SR	8/5/2025	D	6,850.00	0.00	6,850.00	0.00
25-01895-CRF-272	TODD, NATHAN BLAINE	8/1/2025	D	1,000.00	0.00	0.00	1,000.00
25-01936-CRM-CCL2	Cooper, Talkiya	8/12/2025	D	500.00	0.00	0.00	500.00
25-01954-CRM-CCL2	Johnson, Xavier Dewayne	8/18/2025	D	500.00	0.00	0.00	500.00
25-01956-CRM-CCL2	Mcdaniel, Gabriel	8/25/2025	D	500.00	500.00	0.00	0.00
25-01972-CRM-CCL2	VILLALON, CRISTAL	8/25/2025	D	500.00	0.00	0.00	500.00
25-01984-CRM-CCL1	RACAJOU CAHEUX, NELSON	8/19/2025	D	6,100.00	0.00	6,100.00	0.00
25-02008-CRM-CCL1	LOWERY, ROBY	8/18/2025	D	750.00	0.00	0.00	750.00
25-02021-CRM-CCL1	CHUC SIC, PRUDENCIO MIGUEL	8/28/2025	D	6,100.00	0.00	6,100.00	0.00
25-02071-CRM-CCL2	WORTH, MATTHEW	8/27/2025	D	500.00	0.00	0.00	500.00
25-02173-CRM-CCL2	ALEMAN, MARCO LEE	8/5/2025	D	500.00	500.00	0.00	0.00
25-02174-CRM-CCL1	BAKER, HENRY BLUDOLP	8/13/2025	D	100.00	0.00	0.00	100.00
25-02178-CRM-CCL2	GARCIA, JACOBY TONY	8/5/2025	D	253.00	0.00	0.00	253.00

GASB 34

TXBRAZOSPROD

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-02179-CRM-CCL2	GOODRUM, JON THOMAS	8/21/2025	D	500.00	0.00	0.00	500.00
25-02187-CRM-CCL1	MASON, DERRICK SEAN	8/25/2025	D	500.00	0.00	0.00	500.00
25-02192-CRM-CCL1	PETTAWAY, DEYJHON PRINCE	8/11/2025	D	500.00	500.00	0.00	0.00
25-02239-CRM-CCL1	SMITHER, RODRICK LEE	8/13/2025	D	500.00	0.00	0.00	500.00
25-02240-CRM-CCL1	MAYES, JWARREN DAYSHAWN	8/13/2025	D	500.00	0.00	0.00	500.00
25-02241-CRM-CCL2	TAYLOR, DEQUIRRUS DAVON	8/6/2025	D	500.00	0.00	0.00	500.00
25-02259-CRM-CCL1	LYNCH, JACORIUS VALDEZ	8/18/2025	D	250.00	0.00	0.00	250.00
25-02277-CRM-CCL2	ARREAGA SANDOVAL, YEFRI ROEL JR	8/14/2025	D	6,100.00	0.00	6,100.00	0.00
25-02278-CRM-CCL1	TREJO, JORGE ADAN	8/11/2025	D	100.00	0.00	0.00	100.00
25-02288-CRM-CCL1	DAVIS, JENNIFER DAWN	8/20/2025	D	500.00	0.00	0.00	500.00
25-02440-CRM-CCL2	GARCIA, NICHOLAS ASHTON	8/5/2025	D	500.00	0.00	0.00	500.00
25-02454-CRM-CCL2	REYES SANCHEZ, EDUARDO	8/28/2025	D	6,100.00	0.00	6,100.00	0.00
25-02467-CRM-CCL2	Morales, Jorge Alberto	8/12/2025	D	500.00	0.00	0.00	500.00
25-02472-CRM-CCL1	ROSS, ANDRE DEMETRIS	8/18/2025	D	350.00	0.00	0.00	350.00
25-02474-CRM-CCL1	TENNELL, JERREMEY JERSEAN	8/18/2025	D	200.00	200.00	0.00	0.00
25-02476-CRM-CCL2	TRAN, JERRY CHAU	8/12/2025	D	353.00	0.00	0.00	353.00
25-02487-CRM-CCL2	MORRIS, TIMOTHY MARKES	8/12/2025	D	53.00	0.00	0.00	53.00
25-02489-CRM-CCL2	MORRIS, TIMOTHY MARKES	8/12/2025	D	53.00	0.00	0.00	53.00
25-02516-CRM-CCL1	SIGLE, MORGAN ANN	8/13/2025	D	600.00	0.00	600.00	0.00
25-02524-CRM-CCL2	Blue, Raequel Nichole	8/19/2025	D	850.00	0.00	0.00	850.00
25-02526-CRM-CCL2	FIGIROVA, KALEB CAIDEN	8/19/2025	D	1,300.00	1,300.00	0.00	0.00
25-02557-CRM-CCL1	WELTENS, WILLIAM LUKE	8/16/2025	D	500.00	0.00	0.00	500.00
25-02593-CRM-CCL2	HERRERA, RUDOLPH VILLANUEVA	8/19/2025	D	600.00	0.00	0.00	600.00
25-02603-CRM-CCL1	OBREGON, JOSE ANGEL	8/26/2025	D	53.00	0.00	0.00	53.00
25-02615-CRM-CCL1	ZYLMAN, RILEY DEAN	8/25/2025	D	553.00	553.00	0.00	0.00
25-02640-CRM-CCL2	LESTER, DARON QUENTON	8/5/2025	D	750.00	0.00	750.00	0.00
25-02649-CRM-CCL1	CONCHOLA, MARQUISE KENT	8/25/2025	D	500.00	0.00	0.00	500.00
25-02672-CRM-CCL2	VAZQUEZ, JASMIN	8/19/2025	D	500.00	0.00	0.00	500.00

GASB 34

Assessed: **08/01/2025 to 08/31/2025** Collected: **08/01/2025 to 08/31/2025** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **District Clerk** **85th District Court** **272nd District Court** **361st District Court** **CCL 1** **CCL 2**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-02676-CRM-CCL2	GORDON, JASON JERRELL	8/19/2025	D	500.00	0.00	0.00	500.00
25-02726-CRM-CCL2	RAMIREZ, ROGELIO EDWIN	8/19/2025	D	6,100.00	0.00	6,100.00	0.00
25-02729-CRM-361	ANDERSON, THOMAS TRUDELL	8/18/2025	D	53.00	0.00	53.00	0.00
25-02769-CRF-272	HENTSCHEL, DILLAN	8/12/2025	D	1,000.00	0.00	0.00	1,000.00
25-02901-CRM-272	JORDAN, JAMES GARRETT	8/6/2025	D	1,500.00	0.00	0.00	1,500.00
25-02922-CRF-85	KING, KIMBERLY LYNNE	8/26/2025	D	2,000.00	2,000.00	0.00	0.00
25-03009-CRM-272	REANO, CLAYTON FARRELL	8/11/2025	D	500.00	0.00	0.00	500.00
25-03061-CRF-272	MCVANEY, CANDISE NICOLE	8/16/2025	D	500.00	0.00	0.00	500.00
Criminal Totals				**223,113.00**	**25,435.00**	**41,509.00**	**156,169.00**
Grand Totals				**223,113.00**	**25,435.00**	**41,509.00**	**156,169.00**

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **08/01/2025 - 08/31/2025** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

85th District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2025-220448	AUSTON, QUINTON RAYMON 18-02852-CRF-85	AuditID: 4819332 8/6/2025	20.00	0.23	0.23	Becker, Macy KM1D
Payment 2025-220631	LUTHER, JENNIFER LEE 17-00265-CRF-85	AuditID: 4820553 8/8/2025	110.00	0.98	0.98	Charanza, Lori LC1
Payment 2025-220677	JONES, DONTRELL DONAE 19-03138-CRM-85	AuditID: 4821041 8/11/2025	50.00	0.74	0.74	Charanza, Lori LC1
Payment 2025-221189	CARDEN, SYDNEY MICHELLE 18-05005-CRF-85	AuditID: 4824675 8/18/2025	50.00	0.52	0.52	Charanza, Lori LC1
Payment 2025-221344	Rodriguez, Rhonda Joan 17-04302-CRF-85	AuditID: 4825668 8/19/2025	20.00	0.19	0.19	Thomas, Kelly AG
Payment 2025-221383	DAY, ANGELICA ROSHAN 18-02208-CRF-85	AuditID: 4826021 8/20/2025	20.00	0.12	0.12	Charanza, Lori LC1
Payment 2025-222045	RODRIGUEZ, MAURO CASTILLO 18-02553-CRF-85	AuditID: 4830503 8/29/2025	50.00	0.42	0.42	Thomas, Kelly AG

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **08/01/2025 - 08/31/2025** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

272nd District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2025-220120	JOHNSON, DEVIN DMARCUS 18-02873-CRF-272	AuditID: 4817702 8/1/2025	100.00	1.13	1.13	Thomas, Kelly AG
Payment 2025-220535	PATTERSON-BOENIGK, HEATHER ELIZABETH 19-02197-CRF-272	AuditID: 4819888 8/7/2025	40.00	0.50	0.50	Charanza, Lori LC1
Payment 2025-220762	SANCHEZ, FRANCISCO MARTINEZ,Jr. 15-04074-CRF-272	AuditID: 4821367 8/11/2025	25.00	0.26	0.26	Thomas, Kelly AG
Payment 2025-220826	TATES, STEVEN MAURICE 18-04393-CRF-272	AuditID: 4821920 8/12/2025	5.00	0.06	0.06	Charanza, Lori LC1
Payment 2025-221134	CARLISLE, TERRY BENARD,Jr. 15-05014-CRF-272	AuditID: 4824489 8/18/2025	50.00	0.56	0.56	Charanza, Lori LC1
Payment 2025-221222	WILLIAMS, CHARLES E, Jr 18-04388-CRF-272	AuditID: 4824820 8/18/2025	10.00	0.08	0.08	Thomas, Kelly AG

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **08/01/2025 - 08/31/2025** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

361st District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2025-220075	CHILDS, MARCUS DENARD 17-00437-CRF-361	AuditID: 4817266 8/1/2025	65.00	0.72	0.72	Thomas, Kelly AG
Payment 2025-220251	Fox, Jimliel Russel 17-03574-CRF-361	AuditID: 4818149 8/4/2025	50.00	0.63	0.63	Charanza, Lori LC1
Payment 2025-221137	ROBINSON, BRIAN CO WILLIAM 18-04384-CRF-361	AuditID: 4824497 8/18/2025	33.00	0.36	0.36	Charanza, Lori LC1
Payment 2025-221341	HERRERA, RUDOLPH VILLANUEVA 18-05463-CRM-361 18-04705-CRM-361 18-04708-CRM-361 18-03813-CRF-361	AuditID: 4825631 8/19/2025	2,059.30	12.00	12.00	Thomas, Kelly AG
Payment 2025-221462	THOMAS, TRAVIS JERROD 15-04302-CRF-361	AuditID: 4826582 8/21/2025	50.00	0.62	0.62	Charanza, Lori LC1

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **08/01/2025 - 08/31/2025** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

CCL 2

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2025-221248	CEJA, SERGIO 17-03045-CRM-CCL2	AuditID: 4825059 8/18/2025	812.10	4.00	4.00	Skinner, Tanya TS1D
Fee Code Totals			**3,619.40**	**24.12**	**24.12**	

Final Totals	Totals	Fee Totals	30033000 JSF
Total Receipts	3,619.40	24.12	24.12
Total Adjustments Impacting Receipts	0.00	0.00	0.00
Final Fee Code Totals	**3,619.40**	**24.12**	**24.12**

85th District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**3.20**	**3.20**	**3.20**
0100-30033000 A/P JURY REIMBURSEMT FEE	3.20	3.20	3.20
District Clerk Fund	**3.20**	**3.20**	**3.20**
0100 - General Fund	**0.00**	**0.00**	**0.00**

272nd District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**2.59**	**2.59**	**2.59**
0100-30033000 A/P JURY REIMBURSEMT FEE	2.59	2.59	2.59
District Clerk Fund	**2.59**	**2.59**	**2.59**
0100 - General Fund	**0.00**	**0.00**	**0.00**

Receipt Journal by Fund and Fee Code

Transaction Date Range: **08/01/2025 - 08/31/2025** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

361st District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	14.33	14.33	14.33
0100-30033000 A/P JURY REIMBURSEMT FEE	14.33	14.33	14.33
District Clerk Fund	**14.33**	**14.33**	**14.33**
0100 - General Fund	**0.00**	**0.00**	**0.00**

CCL 2

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	4.00	4.00	4.00
0100-30033000 A/P JURY REIMBURSEMT FEE	4.00	4.00	4.00
District Clerk Fund	**4.00**	**4.00**	**4.00**
0100 - General Fund	**0.00**	**0.00**	**0.00**

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **08/01/2025 - 08/31/2025**

Fee Code Summary

85th District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	3.20	7	0.00	0	0.00	0	3.20	7
Sub-Totals		3.20	7	0.00	0	0.00	0	3.20	7

272nd District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	2.59	6	0.00	0	0.00	0	2.59	6
Sub-Totals		2.59	6	0.00	0	0.00	0	2.59	6

361st District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	14.33	5	0.00	0	0.00	0	14.33	5
Sub-Totals		14.33	5	0.00	0	0.00	0	14.33	5

CCL 2

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	4.00	1	0.00	0	0.00	0	4.00	1
Sub-Totals		4.00	1	0.00	0	0.00	0	4.00	1

	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
Fee Code Summary Totals	24.12	19	0.00	0	0.00	0	24.12	19

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 9/30/2025

ITEM: Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of September 22, 2025.
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of September 22, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 09/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Budget_to_Actuals_FY_2025.pdf	FY 2024-2025 Budget to Actuals by Fund as of 9/22/2025	Backup Material
FY_25_Contingency_Budget_to_Actuals_Fund.pdf	FY 2024-2025 Contingency Budget to Actuals by Fund as of 9/22/2025	Backup Material

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	**119,608,263**	**131,167,122**	**139,852,629**	**137,380,792**	**98%**
Charges for Services	14,373,002	13,985,011	13,624,275	13,639,333	100%
Interest Income	**8,311,341**	**12,656,049**	**10,275,000**	**10,455,670**	**102%**
Other Revenue	1,265,902	2,820,246	1,086,700	1,440,749	133%
Reserves	**-**	**0**	**101,741,160**	**-**	**-**
Intergovernmental	8,218,468	968,398	857,002	814,488	95%
Other Financing Sources	**215,777**	**190,452**	**210,000**	**119,354**	**57%**
Total Revenue	**$151,992,753**	**$161,787,279**	**$267,646,766**	**$163,850,386**	**61%**

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**	**59,636,116**	**91%**
Outside Labor Costs	**104,348**	**177,763**	**163,000**	**108,225**	**66%**
Benefits	**27,183,091**	**31,575,201**	**37,844,757**	**32,770,992**	**87%**
Supplies and Other Charges	**9,058,121**	**9,412,807**	**12,861,535**	**9,457,647**	**74%**
Contingency	**-**	**-**	**7,173,793**	**-**	**-**
Repairs and Maintenance	**4,532,190**	**9,794,592**	**21,788,638**	**10,354,326**	**48%**
Contractual Services	**9,372,616**	**8,872,895**	**10,745,147**	**8,934,128**	**83%**
Professional Services	**6,379,393**	**7,516,511**	**14,152,695**	**5,949,696**	**42%**
Community Contracts	**4,716,979**	**5,616,842**	**7,570,308**	**5,697,831**	**75%**
Capital Outlay	**7,260,102**	**7,220,517**	**12,168,102**	**1,711,209**	**14%**
Other Financing Uses	**20,917,731**	**478,638**	**77,292,768**	**16,119,087**	**21%**
Total Expense	**$139,010,628**	**$137,780,669**	**$267,646,766**	**$150,739,257**	**56%**

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 11000 Hotel Occupancy Tax Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	**3,689,821**	**4,087,515**	**3,780,000**	**3,577,029**	**95%**
Interest Income	**119,177**	**318,887**	**250,000**	**344,472**	**138%**
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**	**$3,921,501**	**62%**

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**	**120,217**	**71%**
Benefits	**41,481**	**36,337**	**76,620**	**55,152**	**72%**
Supplies and Other Charges	**30,866**	**32,748**	**139,175**	**61,765**	**44%**
Contingency	**-**	**-**	**548,989**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**2,502,500**	**-**	**-**
Contractual Services	**347,894**	**175,950**	**187,690**	**182,852**	**97%**
Professional Services	**24,960**	**5,300**	**5,500**	**30,300**	**551%**
Community Contracts	**1,370,205**	**1,110,866**	**1,050,000**	**969,083**	**92%**
Capital Outlay	**554,303**	**563,572**	**440,000**	**39,903**	**9%**
Other Financing Uses	**-**	**1,250,000**	**1,250,000**	**1,250,000**	**100%**
Total Expense	**$2,454,451**	**$3,249,791**	**$6,370,838**	**$2,709,271**	**43%**

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**	**6,850**	**62%**
Reserves	**-**	**-**	**244,000**	**-**	**-**
Intergovernmental	30,347	29,508	29,000	29,502	102%
Total Revenue	**$35,403**	**$43,271**	**$284,000**	**$36,353**	**13%**

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	22,489	150%
Reserves	-	-	94,000	-	-
Total Revenue	$9,140	$23,062	$109,000	$22,489	21%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	21,800	-
Contingency	-	-	87,200	-
Total Expense	-	-	$109,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 15000 Law Library Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	164,116	105,074	95,000	106,866	112%
Interest Income	**1,942**	**8,101**	**5,000**	**9,099**	**182%**
Reserves	**-**	**-**	**167,500**	**-**	**-**
Total Revenue	**$166,057**	**$113,175**	**$267,500**	**$115,965**	**43%**

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**	**62,554**	**23%**
Total Expense	**$62,593**	**$65,385**	**$267,500**	**$62,554**	**23%**

Fund: 16000 Local Provider Participation Fund

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

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**	**47,349,921**	**125%**
Interest Income	**433,637**	**1,392,213**	**1,000,000**	**1,025,091**	**103%**
Other Revenue	397,231	487,494	480,000	79,569	17%
Reserves	**-**	**-**	**23,000,000**	**-**	**-**
Total Revenue	**$32,559,083**	**$41,888,401**	**$62,480,000**	**$48,454,581**	**78%**

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**	**51,598,849**	**83%**
Other Financing Uses	**20,000**	**20,000**	**20,000**	**20,000**	**100%**
Total Expense	**$26,198,989**	**$37,377,270**	**$62,480,000**	**$51,618,849**	**83%**

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**	**16,762**	**14%**
Total Expense	**$12,741**	**$25,911**	**$119,638**	**$16,762**	**14%**

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%**

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	294,379	98%
Interest Income	**31,036**	**69,629**	**60,000**	**60,867**	**101%**
Reserves	**-**	**-**	**1,268,000**	**-**	**-**
Total Revenue	**$395,347**	**$374,888**	**$1,628,000**	**$355,245**	**22%**

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**	**127,645**	**95%**
Benefits	**56,889**	**62,648**	**84,743**	**64,955**	**77%**
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**	**$229,840**	**14%**

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	277,075	101%
Interest Income	**30,786**	**74,394**	**66,000**	**72,857**	**110%**
Reserves	**-**	**-**	**1,440,000**	**-**	**-**
Total Revenue	**$321,336**	**$355,249**	**$1,781,000**	**$349,932**	**20%**

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**	**261,577**	**45%**
Total Expense	**$253,734**	**$220,953**	**$1,781,000**	**$261,577**	**15%**

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	115,046	89,005	90,800	97,825	108%
Interest Income	**5,325**	**6,601**	**-**	**9,087**	**-**
Reserves	**-**	**-**	**161,000**	**-**	**-**
Other Financing Sources	**294,951**	**-**	**-**	**-**	**-**
Total Revenue	**$415,322**	**$95,606**	**$251,800**	**$106,912**	**42%**

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**	**2,269**	**90%**
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**	**1,158**	**100%**
Capital Outlay	**-**	**6,263**	**10,000**	**-**	**-**
Total Expense	**$549,334**	**$14,895**	**$251,800**	**$5,120**	**2%**

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	20,686	59%
Interest Income	**4,523**	**12,673**	**11,000**	**12,397**	**113%**
Reserves	**-**	**-**	**256,000**	**-**	**-**
Total Revenue	**$37,947**	**$48,492**	**$301,800**	**$33,083**	**11%**

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**	**-**

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	137,919	115%
Interest Income	**5,326**	**14,174**	**12,000**	**47,361**	**395%**
Reserves	**-**	**-**	**297,000**	**-**	**-**
Other Financing Sources	**-**	**-**	**-**	**702,725**	**-**
Total Revenue	**$89,788**	**$140,653**	**$429,000**	**$888,004**	**207%**

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**	**59,896**	**77%**
Benefits	**1,553**	**4,718**	**19,304**	**14,846**	**77%**
Contractual Services	**149,231**	**-**	**312,396**	**140,568**	**45%**
Professional Services	**-**	**-**	**20,000**	**-**	**-**
Total Expense	**$170,763**	**$64,914**	**$429,000**	**$215,311**	**50%**

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	115	58%
Interest Income	**131**	**75**	**65**	**75**	**115%**
Reserves	**-**	**-**	**1,500**	**-**	**-**
Total Revenue	**$726**	**$395**	**$1,765**	**$190**	**11%**

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	**18,345**	**-**	**-**	**-**	**-**
Benefits	**1,426**	**-**	**-**	**-**	**-**
Professional Services	**-**	**-**	**1,765**	**1,675**	**95%**
Total Expense	**$19,771**	**-**	**$1,765**	**$1,675**	**95%**

Fund: 24000 Justice of the Peace Technology Fund

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

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	26,154	90%
Interest Income	**4,324**	**10,515**	**10,000**	**3,798**	**38%**
Reserves	**-**	**-**	**82,000**	**-**	**-**
Total Revenue	**$32,534**	**$40,584**	**$121,200**	**$29,952**	**25%**

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**	**433**	**2%**
Contingency	**-**	**-**	**97,200**	**-**	**-**
Contractual Services	**889**	**-**	**6,200**	**-**	**-**
Capital Outlay	**-**	**148,938**	**-**	**-**	**-**
Total Expense	**$11,055**	**$162,326**	**$121,200**	**$433**	**0%**

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	7,701	92%
Interest Income	**2,647**	**6,831**	**6,000**	**6,322**	**105%**
Reserves	**-**	**-**	**134,000**	**-**	**-**
Total Revenue	**$12,706**	**$15,135**	**$148,400**	**$14,023**	**9%**

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**148,400**	**-**
Total Expense	**-**	**-**	**$148,400**	**-**

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**	**-**	**3,364**	**-**
Reserves	**-**	**-**	**37,827**	**-**	**-**
Total Revenue	**$6,247**	**$2,269**	**$37,827**	**$46,646**	**123%**

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%**

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**	**249**	**249%**
Other Revenue	150	75	150	225	150%
Reserves	**-**	**-**	**5,300**	**-**	**-**
Total Revenue	**$263**	**$352**	**$5,550**	**$474**	**9%**

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	**-**	**-**	**5,550**	**-**
Total Expense	**-**	**-**	**$5,550**	**-**

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Fund: 27000 Bail Bond Board Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	**2,428**	**5,975**	**5,000**	**5,267**	**105%**
Other Revenue	2,500	2,500	2,500	2,000	80%
Reserves	**-**	**-**	**114,000**	**-**	**-**
Total Revenue	**$4,928**	**$8,475**	**$121,500**	**$7,267**	**6%**

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**	**1,718**	**26%**
Contingency	**-**	**-**	**109,828**	**-**	**-**
Total Expense	**$433**	**$419**	**$121,500**	**$1,718**	**1%**

Fund: 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	16,804	-	-	-
Total Revenue	**$16,804**	**-**	**-**	**-**

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	**1,071**	**-**	**-**	**-**
Contractual Services	**15,733**	**-**	**-**	**-**
Total Expense	**$16,804**	**-**	**-**	**-**

Fund: 29000 Vehicle Inventory Interest Fund

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

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	47,627	99%
Reserves	-	-	378,266	-	-
Total Revenue	$32,009	$56,108	$428,766	$49,963	12%

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

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

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	3,747,445	88%
Other Financing Sources	**336,489**	**478,638**	**1,148,482**	**275,167**	**24%**
Total Revenue	**$2,940,325**	**$4,810,663**	**$5,409,721**	**$4,022,612**	**74%**

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**	**3,179,130**	**94%**
Benefits	**813,685**	**1,211,302**	**1,461,116**	**1,328,070**	**91%**
Supplies and Other Charges	**106,792**	**176,139**	**115,324**	**158,431**	**137%**
Contingency	**-**	**-**	**303,192**	**-**	**-**
Repairs and Maintenance	**5,186**	**3,637**	**4,900**	**5,053**	**103%**
Contractual Services	**116,713**	**403,012**	**110,055**	**226,667**	**206%**
Professional Services	**-**	**2,500**	**2,500**	**5,350**	**214%**
Capital Outlay	**158,206**	**377,396**	**18,000**	**248,162**	**1,379%**
Total Expense	**$2,949,047**	**$4,968,314**	**$5,409,721**	**$5,150,863**	**95%**

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**	**8,920**	**1%**
Capital Outlay	**63,356**	**1,180,752**	**35,000,000**	**11,214,618**	**32%**
Total Expense	**$7,495,180**	**$1,509,822**	**$36,668,000**	**$11,223,538**	**31%**

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**	**-**	**37,683**	**-**
Intergovernmental	-	1,026,255	1,050,000	1,050,000	100%
Total Revenue	**-**	**$1,049,224**	**$1,050,000**	**$1,087,683**	**104%**

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**	**427,868**	**97%**
Benefits	**-**	**110,487**	**110,880**	**105,518**	**95%**
Supplies and Other Charges	**-**	**105,586**	**67,000**	**105,653**	**158%**
Contingency	**-**	**-**	**2**	**-**	**-**
Repairs and Maintenance	**-**	**40,000**	**-**	**-**	**-**
Contractual Services	**-**	**-**	**100,000**	**-**	**-**
Capital Outlay	**-**	**346,174**	**333,000**	**113,610**	**34%**
Total Expense	**-**	**$1,049,224**	**$1,050,000**	**$752,649**	**72%**

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**	**3,424**	**80%**
Other Revenue	8,000	60	-	-	-
Reserves	**-**	**-**	**116,311**	**-**	**-**
Total Revenue	**$9,599**	**$4,657**	**$120,611**	**$3,424**	**3%**

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%**

Fund: 34000 District Attorney Crime Fund

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

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	45,351	227%
Interest Income	**5,816**	**12,302**	**11,000**	**8,041**	**73%**
Reserves	**-**	**-**	**215,900**	**-**	**-**
Total Revenue	**$38,427**	**$23,544**	**$246,900**	**$53,393**	**22%**

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**	**66,874**	**79%**
Benefits	**9,588**	**10,539**	**39,520**	**34,849**	**88%**
Supplies and Other Charges	**11,007**	**18,986**	**20,649**	**22,905**	**111%**
Contingency	**-**	**-**	**82,219**	**-**	**-**
Contractual Services	**360**	**360**	**20,000**	**360**	**2%**
Other Financing Uses	**-**	**9,000**	**-**	**-**	**-**
Total Expense	**$41,339**	**$65,990**	**$246,900**	**$124,988**	**51%**

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

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**	**1,916**	**77%**
Reserves	**-**	**-**	**64,000**	**-**	**-**
Total Revenue	**$72,167**	**$17,679**	**$91,500**	**$13,285**	**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	**5,479**	**7,163**	**11,700**	**10,483**	**90%**
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**	**$44,013**	**48%**

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**	**23,595**	**-**
Reserves	**-**	**-**	**104,000**	**-**	**-**
Total Revenue	**$407,384**	**$32,926**	**$109,000**	**$23,595**	**22%**

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	**-**	**174**	**4,735**	**-**	**-**
Professional Services	**-**	**-**	**104,265**	**6,500**	**6%**
Total Expense	**-**	**$174**	**$109,000**	**$6,500**	**6%**

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Fund: 93000 Regional Mobility Authority

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	**494**	**497**	**500**	**1,830**	**366%**
Other Revenue	-	30,000	10,000	10,000	100%
Reserves	**-**	**-**	**37,436**	**-**	**-**
Total Revenue	**$494**	**$30,497**	**$47,936**	**$11,830**	**25%**

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%**

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	11,377,897	107%
Interest Income	345,490	541,787	450,000	450,023	100%
Reserves	-	-	2,500,000	-	-
Other Financing Sources	-	1,250,000	1,250,000	1,250,000	100%
Total Revenue	$10,144,527	$13,564,320	$14,807,305	$13,077,919	88%

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	11,795,609	80%
Total Expense	$9,028,173	$11,864,575	$14,807,305	$11,795,609	80%

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**	**189,461**	**39%**
Other Revenue	2,929	-	-	949	-
Reserves	**-**	**-**	**5,600,000**	**-**	**-**
Other Financing Sources	**-**	**-**	**-**	**233,143**	**-**
Total Revenue	**$518,544**	**$411,956**	**$6,082,000**	**$423,553**	**7%**

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**	**4,092,610**	**77%**
Total Expense	**$4,602,397**	**$3,030,069**	**$6,082,000**	**$4,573,267**	**75%**

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	584,389	56%
Reserves	-	-	16,298,000	-	-
Other Financing Sources	20,009,102	-	-	-	-
Total Revenue	$20,221,390	$1,070,010	$17,338,000	$584,389	3%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contractual Services	-	5,741,125	17,338,000	4,349,344	25%
Debt Service	203,216	-	-	-	-
Total Expense	$203,216	$5,741,125	$17,338,000	$4,349,344	25%

Fund: 43231 Off System Road Bond

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	109,492	500,363	263,000	255,802	97%
Reserves	-	-	5,788,000	-	-
Other Financing Sources	10,307,719	-	-	-	-
Total Revenue	$10,417,211	$500,363	$6,051,000	$255,802	4%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Capital Outlay	81,700	3,929,511	6,051,000	2,051,742	34%
Debt Service	102,830	-	-	-	-
Total Expense	$184,530	$3,929,511	$6,051,000	$2,051,742	34%

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	446,181	83%
Reserves	-	-	10,420,000	-	-
Other Financing Sources	10,165,860	-	50,040,000	-	-
Total Revenue	$10,272,156	$561,066	$61,000,000	$446,181	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	1,792,926	3%
Debt Service	163,164	-	-	-	-
Total Expense	$224,926	$98,459	$61,000,000	$1,792,926	3%

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	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contingency	**-**	**-**	**1,945,000**	**-**	**-**
Capital Outlay	**5,391,415**	**9,905,434**	**26,465,286**	**4,039,147**	**15%**
Total Expense	**$5,391,415**	**$9,905,434**	**$28,410,286**	**$4,039,147**	**14%**

Fund: 50000 Health and Life Insurance Fund

Brazos County, Texas
FY 2024-2025 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

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	24,414,924	106%
Reserves	**-**	**-**	**10,500,000**	**-**	**-**
Total Revenue	**$23,006,476**	**$27,567,563**	**$33,636,458**	**$24,414,924**	**73%**

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**	**227,386**	**37%**
Benefits	**133,569**	**106,496**	**255,837**	**122,201**	**48%**
Supplies and Other Charges	**53,669**	**58,937**	**124,895**	**61,943**	**50%**
Contingency	**-**	**-**	**5,524,827**	**-**	**-**
Repairs and Maintenance	**75**	**65**	**125**	**120**	**96%**
Contractual Services	**21,346,651**	**23,176,197**	**26,691,952**	**22,722,740**	**85%**
Professional Services	**379,176**	**372,198**	**425,200**	**360,701**	**85%**
Total Expense	**$22,140,208**	**$23,935,739**	**$33,636,458**	**$23,495,091**	**70%**

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 01000 General Fund - Contingency

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	7,093,741.00	(4,831,953.66)	2,261,787.34
Voter Registration - 13005000 *	3,152.00	(2,300.00)	852.00
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**	**(4,849,778.65)**	**2,324,014.35**

* Can only be used for that program or division

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 11000 HOT Fund - 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**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12005000	87,200.00	-	87,200.00
Total Unclaimed Property Fund Contingency	**87,200.00**	**-**	**87,200.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20000 County Clerk Records Management Fund - Contingency *

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Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21005000	1,074,884.00	-	1,074,884.00
Total Count Clerk Records Management Fund Contingency	**1,074,884.00**	**-**	**1,074,884.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21006000	1,206,000.00	(2,200.00)	1,203,800.00
Total Count Clerk Archival Fund Contingency	**1,206,000.00**	**(2,200.00)**	**1,203,800.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 51000100	168,131.00	(5,340.48)	162,790.52
Total Courthouse Security Fund Contingency	**168,131.00**	**(5,340.48)**	**162,790.52**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
JP Technology Administration - 24005000	77,200.00	-	77,200.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	**97,200.00**	**-**	**97,200.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Sheriff Forfeiture Fund - 2801000	20,191.00	-	20,191.00
Total Forfeiture Fund Contingency	**20,191.00**	**-**	**20,191.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19006000	5,550.00	-	5,550.00
Total District Attorney Hot Check Collections Fund - Contingency	**5,550.00**	**-**	**5,550.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12006000	109,828.00	-	109,828.00
Total Bail Bond Board Fund - Contingency	**109,828.00**	**-**	**109,828.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 13006000	357,611.00	-	357,611.00
Total Vehicle Inventory Interest Fund - Contingency	**357,611.00**	**-**	**357,611.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 30000 Grant Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Texas Indigent Defense Commission - 272200	191,075.00	(191,075.00)	-
BV Human Trafficking Task Force Development - 283700	93,101.00	(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

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 28050000	23,511.00	-	23,511.00
Total Sheriff's Office Crime Fund Contingency	**23,511.00**	**-**	**23,511.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19200100	82,219.00	(14,958.30)	67,260.70
Total District Attorney Crime Fund Contingency	**82,219.00**	**(14,958.30)**	**67,260.70**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21130000	53,800.00	(35,400.00)	18,400.00
Total Primary Election Services Fund Contingency	**53,800.00**	**(35,400.00)**	**18,400.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 11001500	782,000.00	(782,000.00)	-
Total 43200 2020 Certificates of Obligation Contingency	**782,000.00**	**(782,000.00)**	**-**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 63110001	1,945,000.00	(1,945,000.00)	-
Total General Permanent Improvement Fund Contingency	**1,945,000.00**	**(1,945,000.00)**	**-**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Group Insurance - Administration - 64005000	5,504,827.00	(2,000.00)	5,502,827.00
Health and Wellness Clinic - 64005100	20,000.00	(40.00)	19,960.00
Total Health and Life Insurance Fund Contingency	**5,524,827.00**	**(2,040.00)**	**5,522,787.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Jail Commissary - 28006000	346,688.00	-	346,688.00
Total Jail Commissary Fund Contingency	**346,688.00**	**-**	**346,688.00**

* Can only be used for this fund

Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 18006000	64,000.00	(4,978.27)	59,021.73
Total County Attorney Operating Fund Contingency	**64,000.00**	**(4,978.27)**	**59,021.73**

* Can only be used for this fund