



## **MINUTES**

**AUGUST 8, 2017**

### **BRAZOS COUNTY COMMISSIONERS COURT**

### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, August 8, 2017 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Steve Aldrich, Commissioner of Precinct 1;  
Sammy Catalena, Commissioner of Precinct 2;  
Nancy Berry, Commissioner of Precinct 3;  
Irma Cauley, Commissioner of Precinct 4;  
Karen McQueen, County Clerk.

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Chaplain G.H. Jones and Judge Peters

Judge Peters led the prayer in Chaplain Jones' absence.

2. Call for Citizen input and/or concerns

There was no citizen's input.

3. Presentations and/or Discussions

Presentation by Glen Brewer on the results of Chamber Day 2017.

A presentation was given by Bryan College Station Chamber of Commerce President Glen Brewer and Community Liaison Royce Hickman regarding the Chamber Day

event. Mr. Brewer stated the Chamber Day event was held on March 30, 2017 and was the most successful ever. Mr. Brewer said that there were over 200 volunteers and 1200 businesses were visited on Chamber Day. Participants were given a survey to answer and they received 1000 responses. He handed out reports to each of the Court members outlining the results from the survey. Mr. Brewer also thanked the Court for their support and participation in the Washington D.C. trip each year.

Judge Peters thanked Mr. Brewer and Mr. Hickman for all they do in the community through the Chamber.

A copy of the survey results is attached.

**Consider and take action on agenda items 4-19:**

4. Letter in support of the Brazos Transit District's application for funding through the 5339(b) Bus and Bus Facilities Discretionary Program to purchase new public transportation buses to accommodate the growing population of Bryan/College Station.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

5. Request from Constable Pct. 2 to apply for the NRA Grant for Fiscal Year 2018 for body armor with an estimated cost of \$7,500.00.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

6. Acceptance of the following Public Assistance Grant from Texas Department of Public Safety for road damages from severe storms and flooding on May 26, 2016:
  - a. PW-00724 - \$25,251.78 Ferrill Creek Road, Democrat Road, House Cemetery Road, New Church Cemetery, Wheelock Road, Old Bundick Road, Collette Lane, Dick Elliot Road
  - b. PW-00716 - \$47,592.28 Leonard Rd, Silver Hill Rd, Pleasant Hill Rd, Higgs Dr., Creekside Dr., Drummer Dr., Deer Crossing Dr., JC Long Dr.
  - c. PW-00725 - \$101,612.02 Sandy Creek Drive

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

7. Consider and Approval of the FY2018 Expo Customer Incentive Rewards Program

A copy is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

8. Approval of the following job descriptions:
  - a. Class Code 0832, Position 15 - Temp. Attendant, Building & Grounds for Expo Complex
  - b. Class Code 0832, Position 14 - Temp. Attendant, Building & Grounds for Expo Complex

A copy of the job descriptions is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

9. Interlocal Agreement between City of Bryan and Brazos County for certain improvements along Linda Lane, Higgs Lane, Lake Drive and Tia Maria Circle.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

10. Approval of the award of RFQ # 17-273 and the following contracts for Professional Services - Engineers, Surveyors and Geotechnical Services with the following:
  - a. Bleyl Engineering for Traffic Operations
  - b. Gessner Engineering for Civil Engineering and Drainage
  - c. CME Testing and Engineering for Geotechnical and Soil Analysis
  - d. Strong Surveying for Surveying

A copy of the bid tabulation and contracts is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

11. Renewal of IQ #18-020R for Pest Control services with Allstar Pest Control. Previously known as 2016-09.

A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

12. Approval of Service Agreement #18-042 for shredding services for Records Management

A copy of the service agreement is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

13. Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Sand Creek Road 1.3 miles northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

14. Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Fickey Road 5,325 feet northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

15. Tax Refund Applications for the following:

- a. Debra Sharean Gideon - Overpayment \$135.33
- b. Angelica Ruiz-Duran - Overpayment \$6.05
- c. Reverse Mortgage Solutions, Inc. - Overpayment \$1,170.80
- d. Sherri H. & Kenneth R. Long - Overpayment \$37.25
- e. Shawn & Stephanie Figari - Overpayment \$79.00
- f. Peter & Genia Angus - Overpayment \$11.11

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

16. Commissioners Court minutes for the following dates:

- a. June 19 - July 7, 2017 - Budget Workshop Sessions
- b. July 3, 2017 - Regular Meeting
- c. July 11, 2017 - Regular Meeting
- d. July 11, 2017 - Budget Workshop Session
- e. July 14, 2017 - Budget Workshop Session
- f. July 17 - 28, 2017 - Budget Workshop Sessions
- g. July 18, 2017 - Regular Meeting
- h. July 25, 2017 - Regular Meeting
- i. July 31, 2017 - Regular Meeting



Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by County Judge Duane Peters. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

17. Budget Amendments.

Budget Amendments FY 16/17 45.1 - 45.8

Dr. Doug Vance clarified Budget Amendment 45.4 has funds that will be rolled over into FY 2018. Megan Mason with the Auditor's Office stated that this amendment recognizes the funds and another budget amendment will follow.

45.1 Reallocate funds for County Agriculture Extension Agency.

45.2 Reallocate funds for Juvenile Services.

45.3 Transfer funds from General Capital Projects to Medical Services.

45.4 To recognize TJJD-Grant W-JJAEP grant funds.

45.5 Transfer funds from General Capital Projects to Non-Departmental, County Court at Law No. 1, and Associate Judge No. 2.

45.6 Transfer funds from General Capital Projects to Elections Administrator.

45.7 To recognize revenue for Health & Life Insurance Fund.

45.8 Transfer funds from General Capital Projects to Health & Life Insurance Fund.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

18. Personnel Change of Status.

Personnel Action Forms

A copy of the Personnel Change of Status requests is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

19. Payment of Claims.

Claims 7158144-7158389

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

20. Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from April through June 2017.

The Court acknowledged receipt of the Road and Bridge Maintenance Expenditures

Report for FY2017 April through June.

21. Acknowledgement of Community Supervision and Corrections Department proposed budgets for FY 2018-2019.

The Court acknowledged receipt of the Community Supervision and Corrections Department proposed budgets for FY 2018-2019.

22. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 679 inmates in jail, 583 inmates are male and 96 are female, 20 have electronic monitors and 12 are pending for monitors.

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


Judge Peters announced that two Public Hearings will follow this meeting.

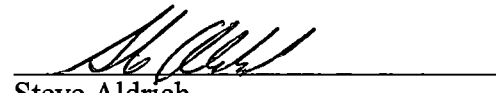
24. Call for Citizen input and/or concerns

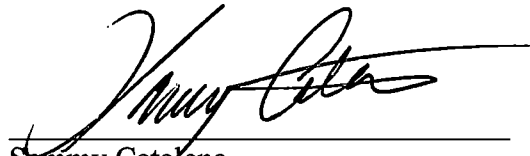
Deputy Emergency Management Coordinator Jason Ware updated the Court on the drought index which was at 666 until yesterday's rain. Mr. Ware said he would advise the Court if a Burn Ban is needed.

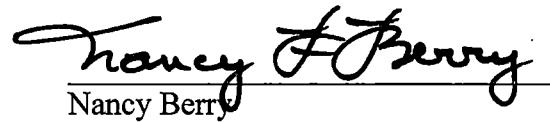
25. Adjourn.

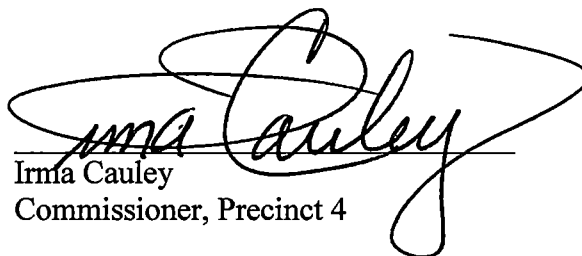
The foregoing minutes of the Commissioners Court meeting held August 8, 2017 have been examined and are approved in open Court this 12th day of September, 2017, in Bryan, Brazos County, Texas.

  
Duane Peters  
County Judge

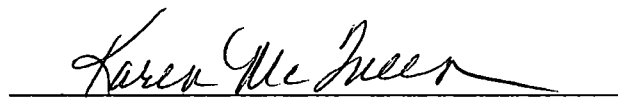
  
Steve Aldrich  
Commissioner, Precinct 1

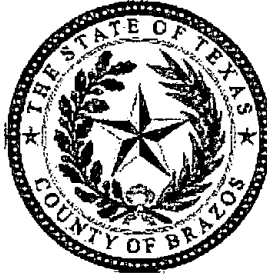
  
Sammy Catalena  
Commissioner, Precinct 2

  
Nancy Berry  
Commissioner, Precinct 3

  
Irma Cauley  
Commissioner, Precinct 4

Attest:

  
Karen McQueen  
County Clerk



**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 AUGUST 8, 2017 AT 10:00 AM IN THE  
COMMISSIONERS COURTROOM OF THE COUNTY  
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,  
BRYAN, TX 77803**

FILED

2017 AUG -4 A 10:41

KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY, BRYAN, TEXAS  
BY: \_\_\_\_\_ DEPUTY

*Jesus Ramirez*

1. Invocation and Pledge of Allegiance  
- U.S. and Texas Flag - Chaplain G.H. Jones and Judge Peters
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions  
Presentation by Glen Brewer on the results of Chamber Day 2017.

**Consider and take action on agenda items 4-19:**

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21. Acknowledgement of Community Supervision and Corrections Department proposed budgets for FY 2017-2018.

22. Sheriff's report on inmate population.

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

24. Call for Citizen input and/or concerns

25. 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. 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 81.024 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 County Administration Building, 200 South Texas Ave., 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

8<sup>th</sup> DAY OF August, 20 17  
10:00 AM/PM, \_\_\_\_\_

Name

(PLEASE PRINT)

KAREN McQUEEN

JASON WARE

WM. CHARLES WENDT

Cheryl Coffman

Glen Brewer

Lati Conner

Melissa Perez

Tom Quaker

Jennifer Salazar

Bethany Jones

Abigail Peters-Bauman

Lyn Aida

Irene Jeff

Ed Bull

Diana

Organization

(PLEASE PRINT)

County Clerk

BC EM

B/c - PURCH

Co. Comm.

Chamber of Commerce

Auditor

RISK

Expo

HR

CS

Co. clerk

Rm

Irene Jeff

CA

CA



# BRAZOS COUNTY COMMISSIONER'S COURT

8<sup>th</sup> DAY OF August, 2017  
10:00 (AM)/PM, \_\_\_\_\_

**Name**

(PLEASE PRINT)

Trudy Hancock

Wayne Dickey

Alan Munger

Royce Hickman

LAURA T DAVIS

MARC Hamlin

Nela Lyons

Buy Owner

Chris Kirk

Jim Stewart

Megan Mason

Dorinda Lampo

Dwight VANCE

Candice Gallego

\_\_\_\_\_

\_\_\_\_\_

**Organization**

(PLEASE PRINT)

EA

SO

RIB

C of C.

TREAS

DC

The Eagle

WPAW

Sheriff

SO.

Auditor

Bgl Gdr

JUVENILE

Comm Court

\_\_\_\_\_

\_\_\_\_\_

# **Bryan/College Station Chamber of Commerce**

Chamber Day 2017 Results

Sponsored by Brazos County

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**  
**Summary of Statistics - Local Economy**  
**Chamber Day, 2017**  
**Sponsored by Brazos County**

	<u>YEAR</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
<u>ECONOMIC &amp; JOBS</u>	<u>RESPONSES</u>	1000	783	720	545	671	679
Compared to Previous Year How Have Sales Changed?	Increase	57%	59%	66%	66%	57%	64%
	Decrease	13%	14%	10%	10%	13%	12%
	Same	26%	22%	20%	20%	22%	24%
	No Answer	4%	5%	4%	3%	8%	0%
Do you expect your number of Employees to Change Next Year?	Increase	45%	45%	49%	47%	40%	40%
	Decrease	2%	2%	2%	1%	3%	2%
	Same	51%	51%	47%	48%	50%	58%
	No Answer	2%	2%	2%	3%	7%	0%
What do you expect our Local Economy to do?	Increase	81%	75%	83%	84%	69%	67%
	Decrease	3%	6%	4%	3%	4%	4%
	Same	13%	16%	10%	9%	17%	29%
	No Answer	3%	3%	3%	5%	10%	0%
<u>QUALITY</u>							
How would you rate the workforce quality for your type business?	Good	41%	43%	42%			
	Average	34%	32%	29%			
	Poor	16%	15%	19%			
	No Answer	9%	10%	10%			
Outside of business how would you rate our quality of life?	Excellent	58%	55%				
	Good	35%	39%	92%			
	Average	4%	4%	5%			
	Poor	0%	1%	1%			
	No Answer	2%	1%	2%			

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**  
**Summary of Statistics - Sales**  
**Chamber Day 2017**  
**Sponsored by Brazos County**

Compared to the Previous Year How Have Sales Changed?

	Responses	Increased	2017 Decreased	Stayed the Same	No Answer Given		Responses	Increased	2016 Decreased	Stayed the Same	No Answer Given
Total	1000	57.30%	13.10%	25.50%	4.10%		783	59%	14%	22%	5%
Arts and Culture (Museums)	7	57.14%	14.29%	14.29%	14.29%		1	100%	0%	0%	0%
Construction (Concrete, Roofer, Electrician, Builder, etc.)	53	69.81%	7.55%	18.87%	3.77%		36	55%	11%	31%	3%
Education	5	40.00%	20.00%	40.00%	0.00%		8	75%	0%	13%	12%
Energy (Petroleum Exploration, Fracking, etc)	8	37.50%	25.00%	25.00%	12.50%		6	17%	83%	0%	0%
Financial Services (Banks, Brokerages)	72	61.11%	11.11%	25.00%	2.78%		60	77%	5%	13%	5%
Government	7	42.86%	14.29%	28.57%	14.29%		3	33%	0%	67%	0%
Healthcare and Wellness (Includes fitness facilities)	107	55.14%	7.48%	34.58%	2.80%		61	74%	3%	20%	3%
Human/Social Services	15	53.33%	6.67%	20.00%	20.00%		8	75%	12%	13%	0%
Information Technology (Computers etc.)	13	46.15%	7.69%	38.46%	7.69%		7	57%	0%	43%	0%
Manufacturing	14	85.71%	0.00%	14.29%	0.00%		17	47%	29%	24%	0%
Real Estate Development	14	71.43%	7.14%	21.43%	0.00%		8	62%	0%	25%	13%
Real Estate Development - Management	17	47.06%	5.88%	35.29%	11.76%		10	80%	0%	20%	0%
Restaurant/Food & Beverage	143	65.03%	14.69%	18.88%	1.40%		126	67%	10%	18%	5%
Retail (Clothing Store, Gas Station, Wal-Mart, etc.)	277	46.57%	18.77%	29.60%	5.05%		216	49%	19%	26%	6%
Services - Other (Includes hair salons, spas and personal care services)	163	61.35%	11.04%	23.93%	3.68%		146	60%	15%	22%	3%
Services, Professional (Attorney, Accountant)	52	67.31%	5.77%	25.00%	1.92%		49	59%	10%	23%	8%
Tourism, Hospitality & Recreation (Hotel, Grand Station)	24	66.67%	16.67%	8.33%	8.33%		16	25%	44%	31%	0%
Wholesalers	9	44.44%	44.44%	11.11%	0.00%		5	60%	20%	20%	0%

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**  
**Summary of Statistics - Local Economy**  
**Chamber Day 2017**  
**Sponsored by Brazos County**

What do you expect our Local Economy to do?

	2017					2016				
	Responses	Increased	Decreased	Stayed the Same	No Answer Given	Responses	Increased	Decreased	Stayed the Same	No Answer Given
<b>Total</b>	<b>1000</b>	<b>81.10%</b>	<b>3.00%</b>	<b>12.90%</b>	<b>3.00%</b>	<b>783</b>	<b>75%</b>	<b>6%</b>	<b>16%</b>	<b>3%</b>
Arts and Culture (Museums)	7	85.71%	14.29%	0.00%	0.00%	1	100%	0%	0%	0%
Construction (Concrete, Roofer, Electrician, Builder, etc.)	53	88.68%	1.89%	7.55%	1.89%	36	69%	11%	14%	6%
Education	5	100.00%	0.00%	0.00%	0.00%	8	50%	0%	50%	0%
Energy (Petroleum Exploration, Fracking, etc)	8	75.00%	12.50%	12.50%	0.00%	6	33%	33%	34%	0%
Financial Services (Banks, Brokerages)	72	90.28%	2.78%	5.56%	1.39%	60	75%	7%	16%	2%
Government	7	100.00%	0.00%	0.00%	0.00%	3	100%	0%	0%	0%
Healthcare and Wellness (Includes fitness facilities)	107	74.77%	0.93%	22.43%	1.87%	61	89%	3%	8%	0%
Human/Social Services	15	86.67%	0.00%	13.33%	0.00%	8	75%	13%	12%	0%
Information Technology (Computers etc.)	13	76.92%	7.69%	7.69%	7.69%	7	43%	29%	28%	0%
Manufacturing	14	92.86%	0.00%	7.14%	0.00%	17	71%	17%	12%	0%
Real Estate Development	14	100.00%	0.00%	0.00%	0.00%	8	75%	13%	12%	0%
Real Estate Development - Management	17	88.24%	0.00%	0.00%	11.76%	10	80%	0%	20%	0%
Restaurant/Food & Beverage	143	81.12%	2.10%	13.99%	2.80%	126	82%	4%	10%	4%
Retail (Clothing Store, Gas Station, Wal-Mart, etc.)	277	77.62%	4.69%	14.08%	3.61%	216	70%	5%	19%	6%
Services - Other (Includes hair salons, spas and personal care services)	163	82.21%	3.07%	11.04%	3.68%	146	76%	4%	16%	4%
Services, Professional (Attorney, Accountant)	52	82.69%	0.00%	13.46%	3.85%	49	80%	6%	10%	4%
Tourism, Hospitality & Recreation (Hotel, Grand Station)	24	62.50%	8.33%	25.00%	4.17%	16	63%	6%	31%	0%
Wholesalers	9	77.78%	0.00%	22.22%	0.00%	5	100%	0%	0%	0%

# BRYAN/COLLEGE STATION CHAMBER OF COMMERCE

## Summary of Statistics - Employees

Chamber Day 2017

Sponsored by Brazos County

Do you expect your number of Employees to Change Next Year?

	2017						2016				
	Responses	Increased	Decreased	Stayed the Same	No Answer Given		Responses	Increased	Decreased	Stayed the Same	No Answer Given
Total	1000	45.40%	1.80%	51.10%	1.70%		783	45%	2%	51%	2%
Arts and Culture (Museums)	7	14.29%	14.29%	71.43%	0.00%		1	0%	0%	100%	0%
Construction (Concrete, Roofer, Electrician, Builder, etc.)	53	60.38%	1.89%	35.85%	1.89%		36	42%	3%	53%	2%
Education	5	40.00%	0.00%	60.00%	0.00%		8	75%	0%	25%	0%
Energy (Petroleum Exploration, Fracking, etc)	8	75.00%	0.00%	25.00%	0.00%		6	33%	17%	50%	0%
Financial Services (Banks, Brokerages)	72	34.72%	1.39%	63.89%	0.00%		60	40%	5%	53%	2%
Government	7	28.57%	0.00%	71.43%	0.00%		3	100%	0%	0%	0%
Healthcare and Wellness (includes fitness facilities)	107	41.12%	2.80%	56.07%	0.00%		61	54%	0%	44%	2%
Human/Social Services	15	40.00%	0.00%	60.00%	0.00%		8	88%	0%	12%	0%
Information Technology (Computers etc.)	13	53.85%	0.00%	38.46%	7.69%		7	29%	0%	71%	0%
Manufacturing	14	35.71%	0.00%	64.29%	0.00%		17	24%	6%	70%	0%
Real Estate Development	14	71.43%	0.00%	28.57%	0.00%		8	63%	0%	37%	0%
Real Estate Development - Management	17	29.41%	0.00%	58.82%	11.76%		10	60%	0%	40%	0%
Restaurant/Food & Beverage	143	55.24%	2.80%	41.26%	0.70%		126	64%	2%	33%	1%
Retail (Clothing Store, Gas Station, Wal-Mart, etc.)	277	43.32%	1.08%	52.35%	3.25%		216	36%	2%	58%	4%
Services - Other (includes hair salons, spas and personal care services)	163	48.47%	3.07%	47.24%	1.23%		146	41%	2%	55%	2%
Services, Professional (Attorney, Accountant)	52	32.69%	0.00%	67.31%	0.00%		49	47%	0%	53%	0%
Tourism, Hospitality & Recreation (Hotel, Grand Station)	24	37.50%	0.00%	58.33%	4.17%		16	38%	0%	62%	0%
Wholesalers	9	55.56%	0.00%	44.44%	0.00%		5	0%	0%	100%	0%

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**

**Summary of Statistics - Applicants**

**Chamber Day 2017**

**Sponsored by Brazos County**

**How would you rate the quality of qualified applicants in our area for your type of business?**

	2017					2016				
	Responses	Average	Good	No Answer Given	Poor	Responses	Average	Good	No Answer Given	Poor
<b>Total</b>	<b>1000</b>	<b>34.50%</b>	<b>40.80%</b>	<b>9.00%</b>	<b>15.70%</b>	<b>783</b>	<b>32%</b>	<b>43%</b>	<b>10%</b>	<b>15%</b>
Arts and Culture (Museums)	7	14.29%	42.86%	0.00%	42.86%	1	100%	0%	0%	0%
Construction (Concrete, Roofer, Electrician, Builder, etc.)	53	32.08%	26.42%	7.55%	33.96%	36	28%	25%	14%	33%
Education	5	40.00%	60.00%	0.00%	0.00%	8	38%	50%	12%	0%
Energy (Petroleum Exploration, Fracking, etc)	8	12.50%	25.00%	25.00%	37.50%	6	67%	17%	16%	0%
Financial Services (Banks, Brokerages)	72	37.50%	37.50%	12.50%	12.50%	60	20%	62%	13%	5%
Government	7	0.00%	71.43%	14.29%	14.29%	3	0%	100%	0%	0%
Healthcare and Wellness (includes fitness facilities)	107	28.04%	52.34%	5.61%	14.02%	61	28%	56%	5%	11%
Human/Social Services	15	26.67%	66.67%	0.00%	6.67%	8	25%	75%	0%	0%
Information Technology (Computers etc.)	13	7.69%	76.92%	7.69%	7.69%	7	28%	29%	14%	29%
Manufacturing	14	50.00%	28.57%	14.29%	7.14%	17	41%	12%	12%	35%
Real Estate Development	14	35.71%	42.86%	21.43%	0.00%	8	25%	50%	12%	13%
Real Estate Development - Management	17	23.53%	41.18%	29.41%	5.88%	10	0%	60%	20%	20%
Restaurant/Food & Beverage	143	35.66%	49.65%	3.50%	11.19%	126	44%	41%	5%	10%
Retail (Clothing Store, Gas Station, Wal-Mart, etc.)	277	41.88%	34.30%	10.47%	13.36%	216	32%	42%	12%	14%
Services - Other (includes hair salons, spas and personal care services)	163	30.67%	40.49%	8.59%	20.25%	146	28%	41%	12%	19%
Services, Professional (Attorney,Accountant)	52	26.92%	42.31%	13.46%	17.31%	49	37%	41%	12%	10%
Tourism, Hospitality & Recreation (Hotel, Grand Station)	24	50.00%	25.00%	4.17%	20.83%	16	44%	37%	0%	19%
Wholesalers	9	33.33%	11.11%	11.11%	44.44%	5	20%	40%	0%	40%

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**

**Summary of Statistics - Life**

**Chamber Day 2017**

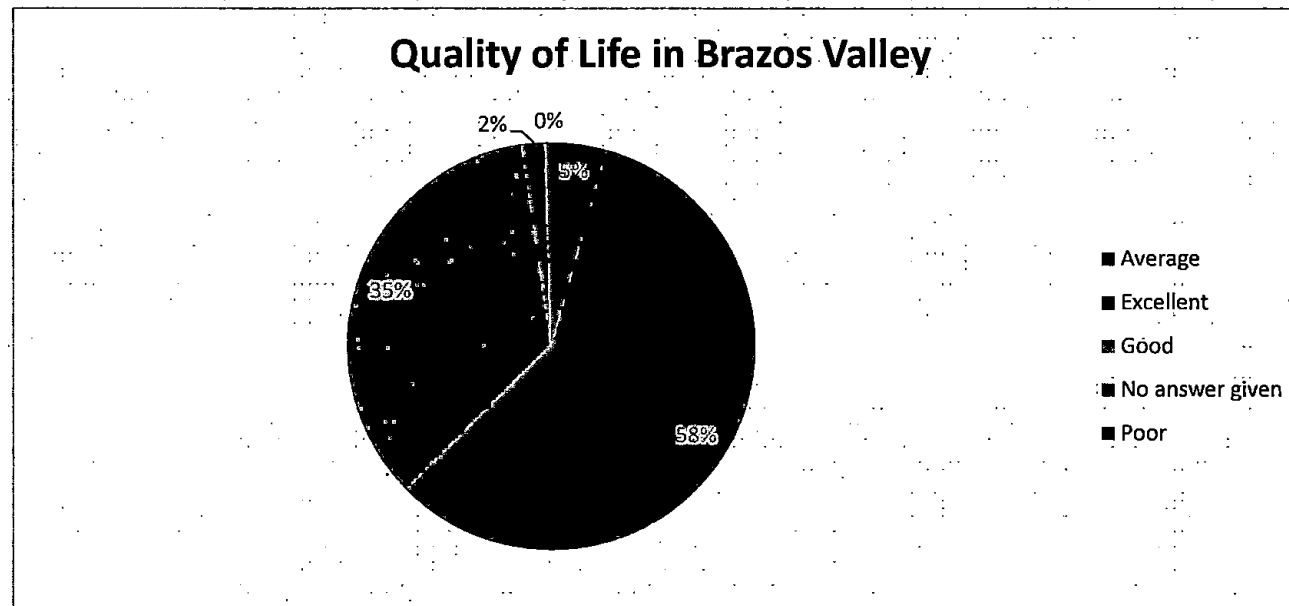
**Sponsored by Brazos County**

**Outside of business, how would you rate the overall quality of life in our community?**

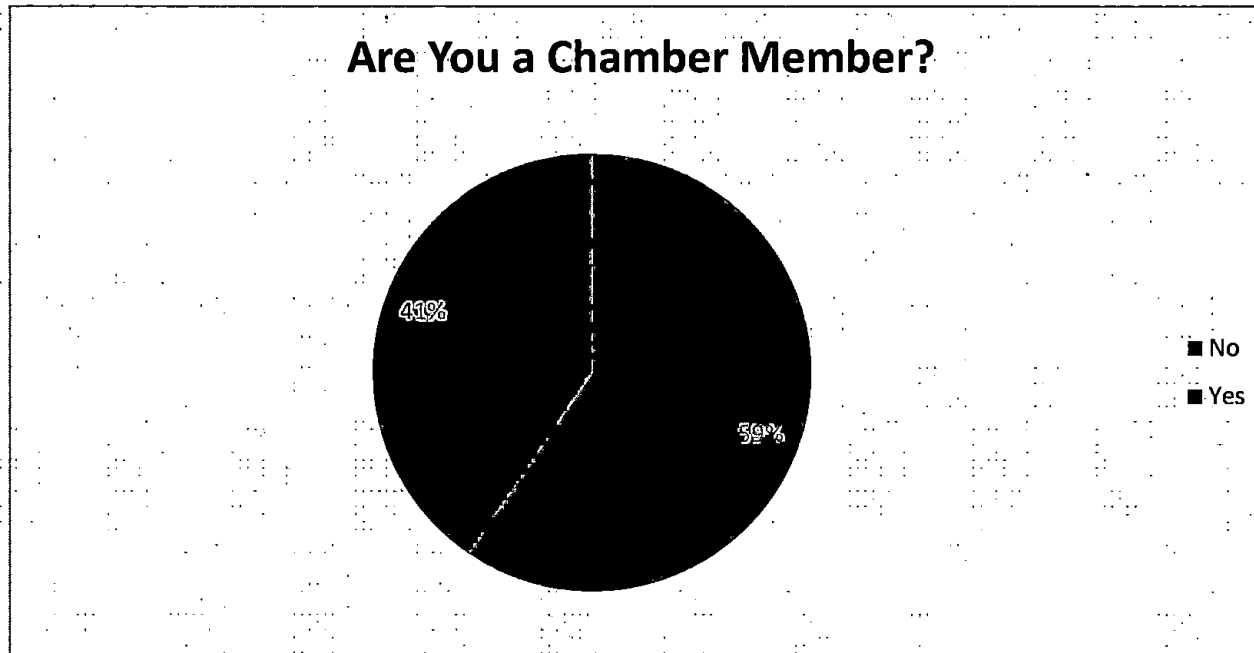
	2017						2016					
	Responses 1000	Average 4.40%	Excellent 58.10%	Good 35.20%	No answer given 1.90%	Poor 0.40%	Responses 783	Average 4%	Excellent 55%	Good 39%	No Answer Given 1%	Poor 1%
<b>Total</b>												
<b>Arts and Culture (Museums)</b>	7	14.29%	42.86%	42.86%	0.00%	0.00%	1	0%		100%	0%	0%
<b>Construction (Concrete, Roofer, Electrician, Builder, etc.)</b>	53	5.66%	64.15%	30.19%	0.00%	0.00%	36	3%	72%	22%	3%	0%
<b>Education</b>	5	0.00%	100.00%	0.00%	0.00%	0.00%	8	0%	38%	62%	0%	0%
<b>Energy (Petroleum Exploration, Fracking, etc)</b>	8	0.00%	50.00%	37.50%	12.50%	0.00%	6	0%	33%	67%	0%	0%
<b>Financial Services (Banks, Brokerages)</b>	72	4.17%	68.06%	27.78%	0.00%	0.00%	60	3%	63%	32%	2%	0%
<b>Government</b>	7	0.00%	71.43%	28.57%	0.00%	0.00%	3	0%	67%	33%	0%	0%
<b>Healthcare and Wellness (includes fitness facilities)</b>	107	1.87%	59.81%	35.51%	0.93%	1.87%	61	2%	51%	47%	0%	0%
<b>Human/Social Services</b>	15	6.67%	53.33%	40.00%	0.00%	0.00%	8	12%	50%	38%	0%	0%
<b>Information Technology (Computers etc.)</b>	13	0.00%	69.23%	23.08%	7.69%	0.00%	7	0%	29%	71%	0%	0%
<b>Manufacturing</b>	14	7.14%	50.00%	42.86%	0.00%	0.00%	17	6%	47%	47%	0%	0%
<b>Real Estate Development</b>	14	0.00%	92.86%	7.14%	0.00%	0.00%	8	0%	50%	50%	0%	0%
<b>Real Estate Development - Management</b>	17	0.00%	70.59%	17.65%	11.76%	0.00%	10	10%	50%	40%	0%	0%
<b>Restaurant/Food &amp; Beverage</b>	143	4.90%	44.76%	47.55%	2.10%	0.70%	126	2%	54%	42%	1%	1%
<b>Retail (Clothing Store, Gas Station, Wal-Mart, etc.)</b>	277	5.78%	59.93%	32.49%	1.81%	0.00%	216	4%	54%	40%	1%	1%
<b>Services - Other (includes hair salons, spas and personal care services)</b>	163	4.29%	58.28%	34.97%	2.45%	0.00%	146	7%	53%	38%	1%	1%
<b>Services, Professional (Attorney,Accountant)</b>	52	3.85%	55.77%	38.46%	0.00%	1.92%	49	4%	59%	37%	0%	0%
<b>Tourism, Hospitality &amp; Recreation (Hotel, Grand Station)</b>	24	4.17%	45.83%	41.67%	8.33%	0.00%	16	0%	69%	31%	0%	0%
<b>Wholesalers</b>	9	0.00%	33.33%	66.67%	0.00%	0.00%	5	0%	60%	40%	0%	0%



Average	44
Excellent	581
Good	352
No answer given	19
Poor	4
Grand Total	1000

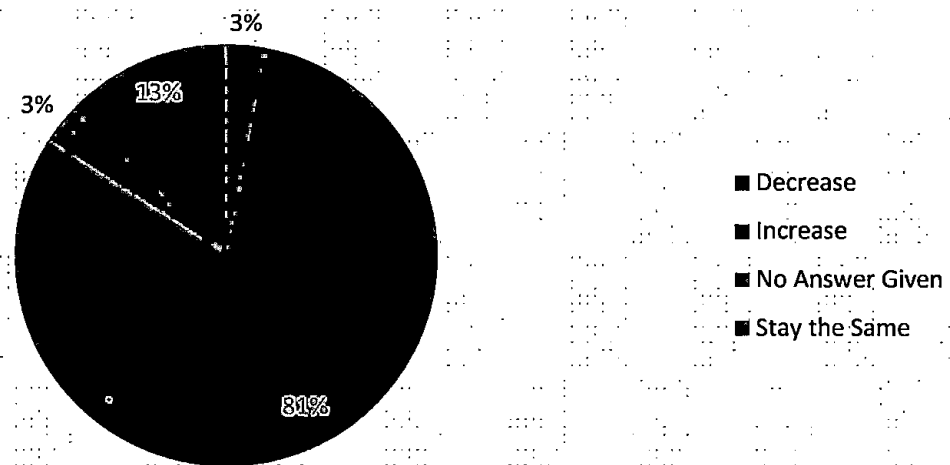


No	595
Yes	405
Grand Total	1000



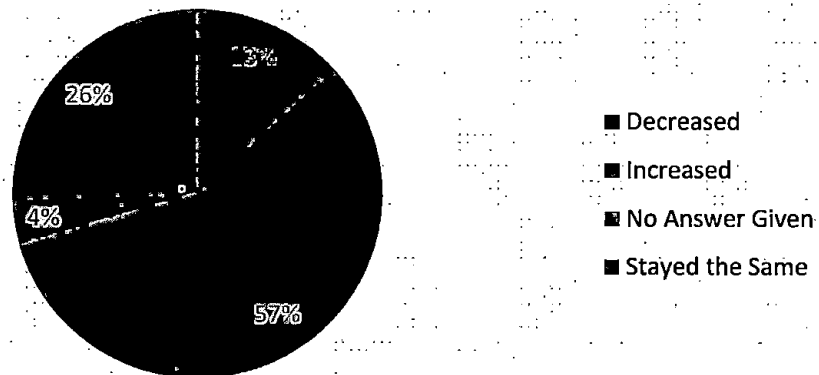
Decrease	30
Increase	811
No Answer Given	30
Stay the Same	129
Grand Total	1000

### Expect Our Local Economy to Do?



Decreased	131
Increased	573
No Answer Given	41
Stayed the Same	255
Grand Total	1000

**How Are Sales Compared to Prior 12 Months?**





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM: Letter in support of the Brazos Transit District's application for funding through the 5339 (b) Bus and Bus Facilities Discretionary Program to purchase new public transportation buses to accommodate the growing population of Bryan/College Station.

TO: Commissioners Court

DATE: 08/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Letter-CC Letterhead.pdf](#)

**Description**

Letter

**Type**

Cover Memo



**STEVE ALDRICH**  
Precinct 1  
(979) 361-4106  
saldrich@brazoscountytexas.gov

**NANCY BERRY**  
Precinct 3  
(979) 361-4105  
nberry@brazoscountytexas.gov

## BRAZOS COUNTY COMMISSIONERS COURT

**SAMMY CATALENA**  
Precinct 2  
(979) 361-4115  
scatalena@co.brazos.tx.us

**E. DUANE PETERS**  
County Judge  
(979) 361-4102  
dpeters@brazoscountytexas.gov

**IRMA CAULEY**  
Precinct 4  
(979) 361-4111  
icauley@brazoscountytexas.gov

August 8, 2017

The Honorable Elaine Chao  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave SE  
Washington, DC 20590

Dear Secretary Chao:

This letter is to offer Brazos County Commissioners Court's strong support for the Brazos Transit District's (BTD) 5339(b) Bus and Bus Facilities Discretionary Program application for funding to support a critical transportation need in the State of Texas. BTD is seeking 5339(b) funding to purchase new public transportation buses to accommodate the growing population of Bryan/College Station (B/CS), by expanding the services provided, as well as to replace existing buses that have exceeded their useful life. The service expansion will provide transportation to underserved areas of B/CS, such as the medical district in south College Station and the new RELLIS Development in Bryan.

In 2016, in coordination with Texas A&M University (TAMU) Transportation Services, BTD provided over 8.2 million passenger trips in the B/CS metropolitan area. Residents, veterans, student and elderly rely upon the transportation service provided by BTD each day.

BTD is a Small Urban and Rural Transit District that has been providing public transportation for 43 years and serves 16 counties in Central and East Texas. BTD, in a coordinated transit model with TAMU, serves the fast growing population of Bryan/College Station and TAMU. This region has seen a 40% population increase between 2000 and 2014. This tremendous population increase places a growing demand on transit services. Investment of 5339 (b) funding in the BTD bus program will help BTD continue to provide a high quality, coordinated, efficient transportation service that is critical to the residents.

Thank you for your consideration of the Brazos Transit District's 5339(b) grant application.

Regards,

Duane Peters  
County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM: Request from Constable Pct. 2 to apply for the NRA Grant for Fiscal Year 2018 for body armor with an estimated cost of \$7,500.00.

TO: Commissioners Court

DATE: 08/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[image0497.pdf](#)

**Description**

NRA Grant Request

**Type**

Cover Memo



**DONALD LAMPO**  
**CONSTABLE**  
PRECINCT 2 - BRAZOS COUNTY  
200 S. TEXAS Ave. STE 151  
BRYAN TX 77803-5363



5

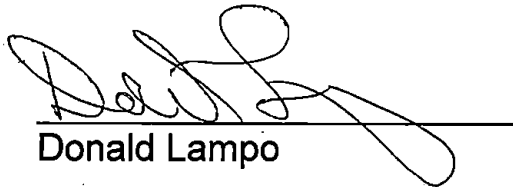
(979) 361-4477  
(979) 361-4455 FAX


TO: Honorable Commissioners Court

Date: August 03, 2017

Subject: NRA Grant Request

I am requesting permission to apply of the NRA grant to Brazos County  
Constable Pct.2 for Body armor with an estimated cost of \$7500.00.

  
Donald Lampo

**APPROVED**  
  
Duane Peters  
County Judge  
8/8/17  
Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM:

Acceptance of the following Public Assistance Grant from Texas Department of Public Safety for road damages from severe storms and flooding on May 26, 2016:

- a. PW-00724 - \$25,251.78 Ferrill Creek Road, Democrat Road, House Cemetery Road, New Church Cemetery, Wheelock Road, Old Bundick Road, Collette Lane, Dick Elliot Road
- b. PW-00716 - \$47,592.28 Leonard Rd, Silver Hill Rd, Pleasant Hill Rd, Higgs Dr., Creekside Dr., Drummer Dr., Deer Crossing Dr., JC Long Dr.
- c. PW-00725 - \$101,612.02 Sandy Creek Drive

TO: Commissioners Court

DATE: 06/13/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: All amounts are FEMA estimates based on actual documentation provided by Road and Bridge.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[BZO008C\\_complete \(PW\\_716\).pdf](#)

PW-00716

Cover Memo

[BZO007C\\_complete \(PW\\_724\).pdf](#)

PW-0724

Cover Memo

[4272\\_Brazos\\_County-\\_PW\\_00725\(0\).pdf](#)

PW-0725

Cover Memo

6

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
STEVEN P. MACH, CHAIRMAN  
MANNY FLORES  
A. CYNTHIA LEON  
JASON K. PULLIAM  
RANDY WATSON

July 14, 2017

Michele Bailey-Meade  
Emergency Management Coordinator  
Brazos County Emergency Management  
110 N. Main St., Ste. 100  
Bryan, TX, 77803  
DUNS Number: 052960341  
TINS Number: 17460004330  
FIPS Number: 041-99041-00

RE: FEMA Public Assistance Grant 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) 97.036  
FEMA Project Number: PA-06-TX-4272-PW-00725  
Project Title: BZO009C Precinct 4 - Roadway Damages  
Period of Performance: 06/11/2016 to 12/11/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: PA-06-TX-4272-PW-00725						
Version / Amendment	Federal Award Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Funds Obligated	Local Cost Share Percentage	Local Cost Share Amount
0	06/20/2017	\$135,482.69	75%	\$101,612.02	25%	\$33,870.67

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

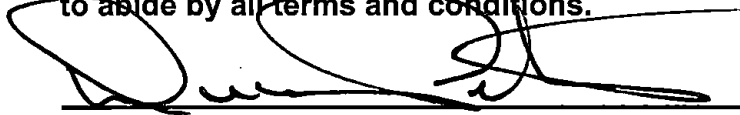
Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

**Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.**



**Designated Subrecipient Agent**

8/8/17

**Date**

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Joey Gallo at (512) 692-1233 or email at [Joey.Gallo@us.gt.com](mailto:Joey.Gallo@us.gt.com).

**ATTACHMENTS:** Scope of Work (FEMA Project Worksheet)  
Grant Terms and Conditions

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
STEVEN P. MACH, CHAIRMAN  
MANNY FLORES  
A. CYNTHIA LEON  
JASON K. PULLIAM  
RANDY WATSON

July 14, 2017

Michele Bailey-Meade  
Emergency Management Coordinator  
Brazos County Emergency Management  
110 N. Main St., Ste. 100  
Bryan, TX, 77803  
DUNS Number: 052960341  
TINS Number: 17460004330  
FIPS Number: 041-99041-00

RE: FEMA Public Assistance Grant 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) 97.036  
FEMA Project Number: PA-06-TX-4272-PW-00716  
Project Title: BZO008C Precinct 4 - Roadway Damages  
Period of Performance: 06/11/2016 to 12/11/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: PA-06-TX-4272-PW-00716						
Version / Amendment	Federal Award Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Funds Obligated	Local Cost Share Percentage	Local Cost Share Amount
0	06/20/2017	\$63,456.37	75%	\$47,592.28	25%	\$15,864.09

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

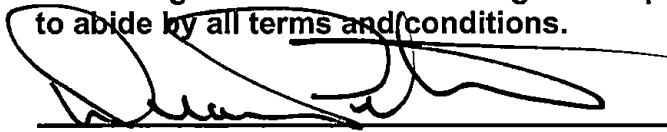
Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

**Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.**



**Designated Subrecipient Agent**

8/8/17

**Date**

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Joey Gallo at (512) 692-1233 or email at [Joey.Gallo@us.gt.com](mailto:Joey.Gallo@us.gt.com).

**ATTACHMENTS:** Scope of Work (FEMA Project Worksheet)  
Grant Terms and Conditions

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

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JASON K. PULLIAM  
RANDY WATSON

July 14, 2017

Michele Bailey-Meade  
Emergency Management Coordinator  
Brazos County Emergency Management  
110 N. Main St., Ste. 100  
Bryan, TX, 77803  
DUNS Number: 052960341  
TINS Number: 17460004330  
FIPS Number: 041-99041-00

RE: FEMA Public Assistance Grant 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) 97.036  
FEMA Project Number: PA-06-TX-4272-PW-00724  
Project Title: BZO007C Precinct 2 - Roadway Damages  
Period of Performance: 06/11/2016 to 12/11/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: PA-06-TX-4272-PW-00724						
Version / Amendment	Federal Award Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Funds Obligated	Local Cost Share Percentage	Local Cost Share Amount
0	06/20/2017	\$33,669.04	75%	\$25,251.78	25%	\$8,417.26

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

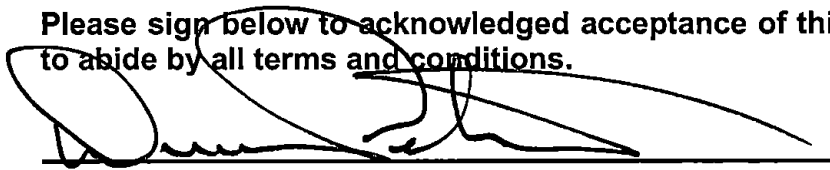
Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

**Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.**



**Designated Subrecipient Agent**

8/8/17

**Date**

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Joey Gallo at (512) 692-1233 or email at [Joey.Gallo@us.gt.com](mailto:Joey.Gallo@us.gt.com).

**ATTACHMENTS:** Scope of Work (FEMA Project Worksheet)  
Grant Terms and Conditions



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Expo NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Consider and Approval of the FY2018 Expo Customer Incentive Rewards Program  
TO: Commissioners Court  
FROM: Tom Quarles  
DATE: 06/23/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**



## BRAZOS COUNTY EXPO REWARDS PROGRAM

October 1, 2017 – September 30, 2018

Revised for FY2018

### Introduction

Now more than ever, event planners need to get the most out of their meetings and events, and the Brazos County Exposition Complex has a viable program to help. With a modern, top of the line event facility, a great location, interesting attractions, nationally recognized Texas A&M University, and an endless variety of hotels & restaurants, we have a lot to offer! Book a qualified meeting or event at the Expo and receive a FACILITY FEE DISCOUNT based on the number of hotel room nights generated by your conference, convention or event!

Program participation is open to meetings and/or events originating from outside or inside of Brazos County with a minimum of 100 room nights. The conference or meeting must be booked between October 1, 2017 and September 30, 2018 and shall take place within three (3) years of the booking date. Eligible reoccurring events are eligible for the Expo Rewards Program.

In addition, Program participation is also available, with the additional guidelines documented herein, to offer financial incentives for existing reoccurring Brazos County events that are willing to move their booked date(s) to an alternate date(s) in order to free their existing date(s) to book a qualified out of County event.

### Official Rules and Regulations

The Brazos County Exposition Complex has initiated this program (1) to offer an incentive to associations/organizations and event planners from outside of Brazos County to encourage them to host their meetings and events (for the first time) at the Brazos County Expo in Bryan-College Station (2) to offer an incentive to reoccurring Brazos County events to book an alternate date to free up an existing date needed to book an out of County event (3) to offer existing eligible reoccurring events, from inside or outside Brazos County, the opportunity to participate in the Expo Rewards Program as long as they maintain eligibility (4) to offer an additional incentive to eligible events that are booked Thursday through Saturday (three proven hotel nights) to receive an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for moving their eligible event to Sunday through Tuesday or Monday through Wednesday (three proven room nights), and (5) to offer an incentive to reoccurring inside or outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to set-up hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees. The minimum number of room nights required to qualify would be 100 or more.

### Expo Guidelines

1. All qualified event planners and/or participants must initiate contact with the appropriate Expo Marketing & Sales Manager and provide:
  - a. Contact information for the event planner (the person responsible for planning the event);
  - b. The name of the event, including alternate event dates, estimated hotel room nights to be generated, and the estimated number of people that would attend.
2. Reoccurring Brazos County events will be contacted by the appropriate Expo staff, if a qualified out of County event is committed to booking an event on their reoccurring scheduled event date, to offer a financial incentive, via the new Expo Incentive Rewards Program, to move their event to an alternate available date to free up the date for the out of county event. The amount offered shall be at the discretion of the Expo General Manager and shall not exceed the full cost of the facility rental fee.
3. Once an eligible event has been booked, the Expo representative/event planner shall contact the Bryan-College Station Convention and Visitor's Bureau (CVB), and provide details including the name of the event, the event planner/primary contact person, the event date and the estimated hotel room nights to be generated. Failure to follow the protocol documented herein or these complete guidelines may result in the forfeiture of the qualified reward or possibly a delay in crediting the reward, whichever deemed appropriate by Expo management. The Expo/CVB will submit the event information to designated BCS hotels to receive bids which will be forwarded to the Expo and the event planner/primary contact person after bids have been received by the designated deadline.
4. Minimum qualifications for events to participate include, but are not limited to, the following:
  - a. The event shall be booked at the Expo and registered through the Bryan-College Station CVB;
  - b. The event must generate a minimum of 100 room nights in hotels with designated room blocks;
  - c. The event must be booked between October 1, 2017 and September 30, 2018 and must

take place within 3 years of the booking date;

- d. The room nights shall be used via room blocks prearranged through the Expo/Bryan-College Station CVB at one or more hotels located within the city limits of Bryan-College Station;
  - e. The entire event must be held at the Brazos County Expo facilities unless the Expo is not large enough or have the space available to handle the entire event;
  - f. The primary event planner and/or contact person must administer a short survey to all participants/exhibitors/competitors at some point during the event, via a survey instrument provided by the Expo staff, which will adequately provide the comprehensive information needed to measure the economic impact of the event;
  - g. If the eligible customer, with 201 proven room nights or more, signs a multiple year contract of three (3) consecutive years or more, they will also be eligible to receive up to an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for each specific year as long as the original proven room nights generated, via the hotel room blocks described herein, are equal to or more for each successive year;
  - h. If the customer signs a multiple year contract of three (3) consecutive years or more, their event facility fee (for the same amount of space) will be frozen and will not increase (regardless of future facility fee increases) in cost. For outside events, this offer does not include possible future increases in equipment rental fees such as cattle ties, panels, horse stalls or RV spaces.
5. The financial incentive for reoccurring eligible, outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to establish and utilize hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees will be \$500 per event. The minimum number of room nights required to qualify for this incentive would be 100 nights or more. Proof must be provided by the event planner and/or the primary Expo event contact person. If earned, this incentive will be applied post-event on the final invoice.
6. Upon completion of the eligible event at the Expo, the group will be entitled to receive a facility fee discount in an amount as determined by the number of room nights utilized in the designated hotel room blocks during the inclusive dates of the event. Documented proof of room nights "picked up" must be obtained by the primary Expo event contact person, from the designated block hotels, and submitted to the Expo no more than one (1) week after the event move-out date.
- a. Room night increments are as follows:
    - i. 100-200 room nights = \$5,000.00;
    - ii. 201-400 room nights = \$7,000.00;
    - iii. 401-600 room nights = \$9,000.00;
    - iv. 601+ room nights = \$12,000.00
  - b. Under no circumstances shall the amount of the reward earned be greater than the final actual cost of the Expo event facility fees except as documented in (4.g) above. Cost of stalls, RV spaces and animal bedding are not eligible for inclusion in the calculation of the final actual cost and subsequently shall not be a part of the Expo Rewards Program.
  - c. No substitutions of incentives or any other facility discounts are allowed.
  - d. Facility fee discount credit is based on actual room nights picked up within the official group hotel block(s);
  - e. The facility fee discount earned will be applied post-event on the final invoice.

#### 7. General Terms and Conditions:

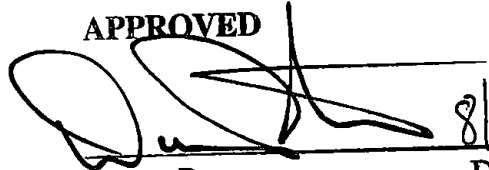
- a. The Brazos County Expo Rewards Program offer and/or the hotel rooms/rates are subject to availability and can be discontinued at any time for events without a signed contract with no prior notice; there shall be a specific amount budgeted for each fiscal year that funds remain available. When the total amount budgeted for a fiscal year is committed, additional funds will not be available until the following fiscal year, if additional funding is approved. In other words, rewards funds are available on a first come, first serve basis until budgeted funds are exhausted each fiscal year;

- b. The reward cannot be used in combination with any other specific Expo offers, promotions, or discounts;
- c. Acceptance into the program is pending final Expo approval; the determination of the Brazos County Expo will be final and conclusive for all purposes;
- d. The Brazos County Expo reserves the right to modify the program as it relates to the offering and reward of facility fee discounts in any way that it deems fair to both the Expo/destination and the event planners involved, in its sole discretion;
- e. The ultimate contract is between the event planner/primary event contact person and the Expo. The CVB only provides information and acts as a facilitator in helping secure hotel room blocks for each specific event;
- f. Liability: Brazos County, its employees, the Bryan-College Station Convention & Visitors Bureau, and its employees, shall not be held liable for any action of the participants or the event planner. Further, Brazos County, its employees, the Bryan-College Station Convention & Visitors Bureau, and its employees, shall not be liable for an injury suffered as a result of the participation of any individual involved in this Rewards Program or the event itself.

#### 8. Brazos County Internal Administrative Procedures

- a. When events are booked, using the Expo Rewards Program, the Budget Office will be notified so that a permanent record can be established for each approved event. This will allow a cumulative total to be kept so that the amount, that has been committed, does not exceed the approved budgeted amount available, in the current fiscal year, for Expo HOT incentive awards;
- b. At the conclusion of each event that is eligible and approved to receive HOT incentive rewards funds, the appropriate Expo staff member will send a Payment Authorization to expense funds from the Expo HOT Fund and to credit those funds to the Exposition Complex. In addition, the final invoice and a copy of the signed contract will be sent as supporting documentation. All three documents will be sent to the Brazos County Auditor's Office to document closure (these documents will also be copied to the Budget Office for record keeping purposes) of the approved event and to communicate that the total funds rewarded should be transferred, via journal entry, from the Expo HOT Fund Incentive Awards Account. The Exposition Complex will receive a receipt and the appropriate staff person will enter the funds as Expo revenue;
- c. The total amount of Expo Rewards funds that are transferred during each fiscal year (October 1-September 30), for eligible events that satisfied the post event proof requirements, will be provided to the current President/Chairman (at that specific time) of the Brazos Valley Lodging Association. This will be done no later than January 1, after the close of the previous fiscal year.
- d. Any unforeseen necessary variances in the comprehensive Expo Rewards Program, these administrative procedures, the policies documented herein and/or in the reward for any specific eligible event can be made and/or approved at the discretion of the Expo General Manager.

**APPROVED**



Duane Peters  
County Judge

8/8/17  
Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM: Approval of the following job descriptions:

- a. Class Code 0832, Position 15 - Temp. Attendant, Building & Grounds for Expo Complex
- b. Class Code 0832, Position 14 - Temp. Attendant, Building & Grounds for Expo Complex

TO: Commissioners Court

DATE: 08/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Class Code 0832 Position 14.pdf](#)

[Class Code 0832 Position 15.pdf](#)

**Description**

Class Code 0832, Position 14

Class Code 0832, Position 15

**Type**

Cover Memo

Cover Memo




## Brazos County Job Description

Last Updated: September 2014

Template Revision 1.2 08/15/2012

8

<b>Class Number:</b>	832	<b>Title:</b>	Temporary Attendant, Building & Grounds (1040 hrs.)
<b>Pay Group:</b>	09	<b>Department:</b>	Exposition Complex
<b>FLSA Status:</b>	Non Exempt	<b>Reports To:</b>	Event Supervisor, Event Coordinator & All Managers
<b>Approved Date:</b>	10/01/2016	<b>EEOC Category:</b>	Service / Maintenance
<b>Position End Date:</b>	09/30/2017	<b>Temporary Employee Signature:</b>	

### General Summary:

Performs and monitors daily operational responsibilities including janitorial duties, responsibilities and maintenance of the Brazos County Exposition Complex including setting-up, cleaning and tearing-down events.

### Essential Duties:

Operates light to moderate equipment such as tractors with implements, forklifts and skid steer loaders; Sets up/tears down rodeo equipment, horse stalls, cattle ties, panels and pens; Sets up/tears down meeting and event rooms, including stages, dance floors, tables, chairs and equipment and assists with the sound/electrical system setup and/or tear down; Cleans meeting and event rooms, including sweeping, vacuuming and taking out trash; Cleans restrooms, including using commercial chemicals to remove stains/odors and keeps them free of litter; Strips, waxes, buffs and scrubs floors as needed and instructed. Keeps all floors dusted, mopped, and vacuumed; Changes light bulbs and distributes supplies as necessary; Assists in painting and other maintenance projects as necessary; Raises flags daily, weather permitting, takes down flags before leaving unless otherwise specified; Operates a vacuum cleaner and hand cleaning materials, supplies and equipment; Cleans windows, doors, floors, water fountains, and furniture; Keeps air conditioning adjusted to use requirements; Empties and cleans waste receptacles and properly disposes of trash; Assists visitors in a polite manner during events at the Exposition Complex; Keeps janitorial and storage areas clean and organized; Must be willing to work various hours as needed including some nights, weekends, holidays, etc.; Communicates with Exposition Complex administrative assistant/secretary regarding janitorial supply inventory; Assists as necessary in inventory control including equipment and consumables; Assists in scheduling work, creating assignments and/or monitoring work as necessary for part-time and/or temporary building attendants/staff.

### Other Duties as assigned. (1%)

#### Supervision

**Received:** Event Supervisor, Event Coordinator & All Managers

**Given:** This is a non-supervisory position.

#### Education

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

**Preferred:**

#### Experience

**Required:** At least one year of related work experience.

**Preferred:** Some experience in operating a tractor and/or related equipment is preferred.

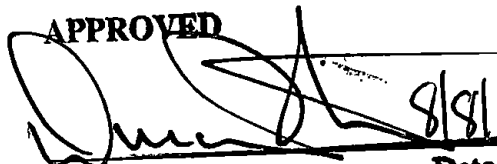
#### Certificates, Licenses, Registrations

**Required:** None.

**Preferred:**

<b>Physical Demands</b>  <b>Typical:</b>	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 hand to finger, handle, or to feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 100 pounds, such as bags of mulch and rocks. Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus.
<b>Knowledge, Skills, &amp; Abilities</b>  <b>Typical:</b>	Safe operation of custodial and maintenance equipment, including the safe use of commercial cleaning chemicals. Ability to follow oral and written instructions; ability to learn the proper use of janitorial equipment and supplies; ability to make minor repairs; ability to communicate and work effectively with co-workers; ability to perform physical and strenuous work; and an ability to understand and follow Brazos County safety policies.
<b>Work Environment</b>  <b>Typical:</b>	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 frequently loud. The employee is constantly required to work closely with others as a part of a team to perform multiple tasks simultaneously, and switch from one task to another. The employee is frequently required to work under time pressures and meet deadlines. The employee may be exposed to extreme weather conditions.

**APPROVED**

 8/8/17

Duane Peters  
County Judge

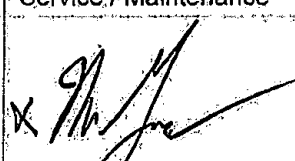
Date



# **Brazos County Job Description**

Last Updated: September 2014

Template Revision 12/08/15/2012

<b>Class Number:</b>	832	<b>Title:</b>	Temporary Attendant, Building & Grounds (1040 hrs.)
<b>Pay Group:</b>	09	<b>Department:</b>	Exposition Complex
<b>FLSA Status:</b>	Non Exempt	<b>Reports To:</b>	Event Supervisor, Event Coordinator & All Managers
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## **General Summary:**

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## **Other Duties as assigned: (1%)**

### **Supervision**

**Received:** Event Supervisor, Event Coordinator & All Managers

**Given:** This is a non-supervisory position.

### **Education**

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

**Preferred:**

### **Experience**

**Required:** At least one year of related work experience.

**Preferred:** Some experience in operating a tractor and/or related equipment is preferred.

### **Certificates, Licenses, Registrations**

**Required:** None.

**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 hand to finger, handle, or to feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 100 pounds, such as bags of mulch and rocks. Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus.

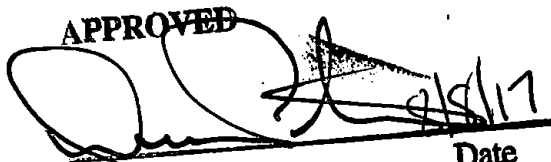
**Knowledge, Skills, & Abilities**

**Typical:** Safe operation of custodial and maintenance equipment, including the safe use of commercial cleaning chemicals. Ability to follow oral and written instructions; ability to learn the proper use of janitorial equipment and supplies; ability to make minor repairs; ability to communicate and work effectively with co-workers; ability to perform physical and strenuous work; and an ability to understand and follow Brazos County safety policies.

**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 frequently loud. The employee is constantly required to work closely with others as a part of a team to perform multiple tasks simultaneously, and switch from one task to another. The employee is frequently required to work under time pressures and meet deadlines. The employee may be exposed to extreme weather conditions.

**APPROVED**



Duane Peters  
County Judge

9/18/17  
Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Interlocal Agreement between City of Bryan and Brazos County for certain improvements along Linda Lane, Higgs Lane, Lake Drive and Tia Maria Circle.  
TO: Commissioners Court  
DATE: 07/21/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Linda_Lane_ILA.pdf</a>	ILA	Cover Memo
<a href="#">LindaPermitExh.pdf</a>	Exhibit A	Cover Memo
<a href="#">LindaPermit.pdf</a>	Exhibit B	Cover Memo

THE STATE OF TEXAS     §

COUNTY OF BRAZOS     §

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BRYAN  
AND BRAZOS COUNTY**

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is hereby made and entered into by and between the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation (“**Bryan**”), and BRAZOS COUNTY, TEXAS (“**County**”), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to collectively as the “**Parties**”).

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Bryan provides water utility service and the County operates and maintains roadways in unincorporated Brazos County along Linda Lane, Higgs Lane, Lake Drive and Tia Maria Circle (“**Property**”) as shown on **Exhibit A**, attached hereto and incorporated herein for all purposes; and

WHEREAS, Bryan desires to design and construct water line improvements within rights-of-way on the Property as permitted by County; and

WHEREAS, County desires to provide needed driveway culvert and drainage maintenance improvements within rights-of-way as a part of Bryan’s project, which improvements are identified in the Engineer’s estimate attached hereto and incorporated herein for all purposes as **Exhibit B**; and

WHEREAS, the Parties desire to cooperate by including the driveway culvert and drainage improvements within rights-of-way on the Property as a part of Bryan’s project in exchange for the County participating in the portion of the design and construction costs related to the driveway culvert and drainage improvements.

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the Parties hereby mutually agree as follows:

**ARTICLE I  
ENGINEERING DESIGN SERVICES**

- 1.1 Bryan shall be responsible for administering its contract with Schultz Engineering for survey and engineering design services related to the construction of water line improvements within County rights of way on the Property (“Bryan portion of the

project”). Bryan agrees to expand its contract to provide for engineering design services related to design of traffic control, driveway culverts, grading, drainage, and vegetation re-establishment within rights-of-way on the Property (“County’s portion of the project”). County will review and approve plans prepared by the City’s survey and design consultant related to County’s portion of the project. County will acquire any easements needed for the County portion of the project, as determined by the survey/design consultant.

- 1.2 Bryan shall abide by all applicable laws when engaging and contracting with the survey/design consultant. Bryan will pay the consultant’s fee within thirty (30) days of satisfactory performance and invoicing. County will reimburse Bryan, within thirty (30) days of receiving a copy of a paid invoice from Bryan, for the portion of the fee related to the County’s portion of the project, up to a maximum amount of \$11,000.00.

## **ARTICLE II CONSTRUCTION PROJECT**

- 2.1 Bryan agrees to put out a request for bids, or other process allowed by state law, for construction services from a qualified contractor to provide for the construction of both the Bryan and County portion of the project. Bryan agrees to base its contract on designs provided by the survey/design consultant and approved of by the County, as applicable.
- 2.2 Bryan agrees to timely cooperate with the County and any contractors in all matters related to the improvement of the Property. Bryan further agrees to:
  - a. Provide status meetings and project updates to the Parties;
  - b. Prepare stormwater NOI’s and NOT’s with TCEQ;
  - c. Provide for County and construction contractor coordination throughout project; and
  - d. Coordinate and provide project management, accounting and administration for project.
- 2.3 County will be responsible for inspection and approval of contractor’s work on the County portion of the project, including the traffic control, driveway and culvert installations, grading, drainage, and vegetation re-establishment on the Property. County shall inspect and approve the work in a timely manner as coordinated with City of Bryan Project Management staff. The parties agree that the construction of the project shall be governed by the Roadway Safety and Road Preservation Standards, attached hereto and incorporated as if fully set forth herein.
- 2.4 Following the County’s acceptance of the County’s portion of the project, Bryan shall submit an invoice (or copies of invoices) reflecting amounts paid by the City for the County’s portion of the project. Within thirty (30) days of receiving such invoice(s), County will pay lump sum equal to the amount paid by the City, not to exceed \$115,000.00, for construction of the County’s portion of the project.

## **ARTICLE III MISCELLANEOUS TERMS**

- 3.1 **Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either 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.
- 3.2 **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 both Parties.
- 3.3 **Termination.** This Agreement may be terminated for cause upon sixty (60) days advance written notice by either Party after providing written notice and giving the other Party an opportunity to cure any alleged breach.
- 3.4 **Public Information Coordination.** Public disclosure of information and related activities conducted under this Agreement may be required pursuant to the Freedom of Information Act and the Texas Public Information Act.
- 3.5 **Hold Harmless.** To the extent permitted 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, its governing board, officers, agents and employees 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 or employees, or as the result of its performance under this Agreement.
- 3.6 **Invalidity.** If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality 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 provision or provisions of the Agreement with legal terms and conditions approximating the original intent of the Parties.
- 3.7 **Notice.** Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, 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 communication.

City of Bryan  
P.O. Box 1000  
Bryan, Texas 77805  
Attn: City Manager

Brazos County  
200 S. Texas Ave. Suite 332  
Bryan, Texas 77803  
Attn: County Judge

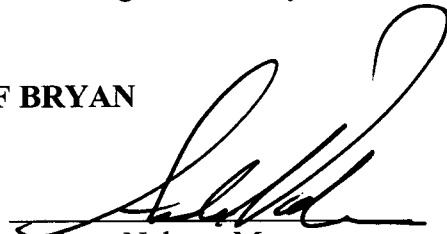
- 3.8 **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements 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. Any items not covered in this Agreement are subject to the conditions and standards of the approved permit.
- 3.9 **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 said county.
- 3.10 **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 authorization to sign on behalf of their respective governmental bodies.
- 3.11 **Waiver.** Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver 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.
- 3.12 **Multiple Originals.** 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.

*[signatures to follow]*

NOW THEREFORE, this Agreement is made and entered into by and between the City of Bryan and Brazos County. This Agreement shall be effective when signed by the last party signing which makes the Agreement fully executed.

**CITY OF BRYAN**

By:

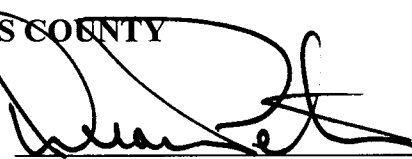
  
Andrew Nelson, Mayor

Date:

8-14-17

**BRAZOS COUNTY**

By:

  
Duane Peters, County Judge

Date:

8/8/17

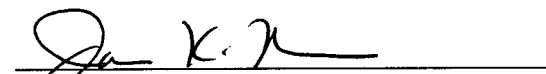
ATTEST:

  
Mary Lynne Stratta, City Secretary

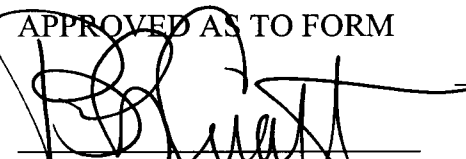
ATTEST:

  
Karen McQueen, County Clerk

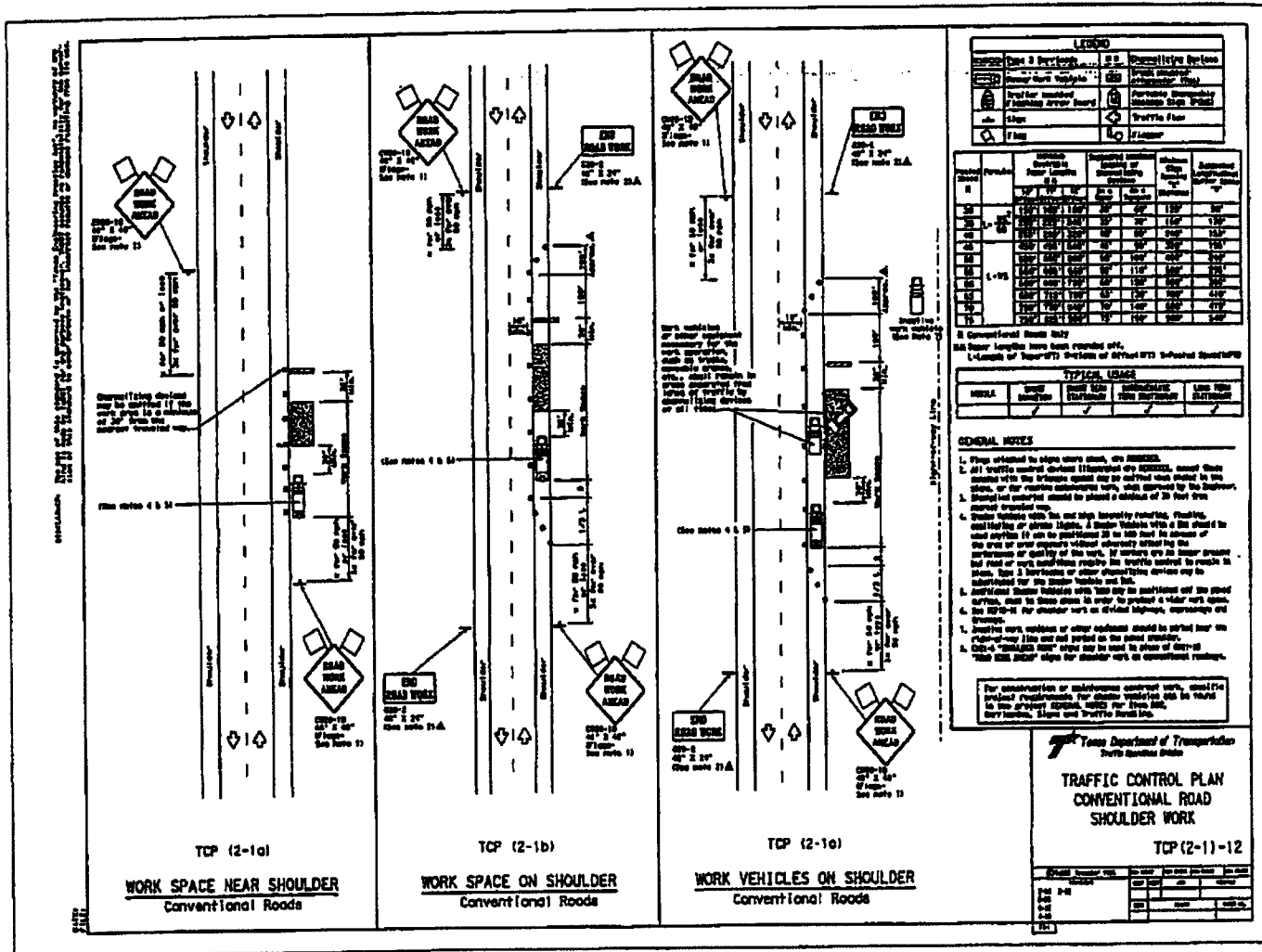
APPROVED AS TO FORM

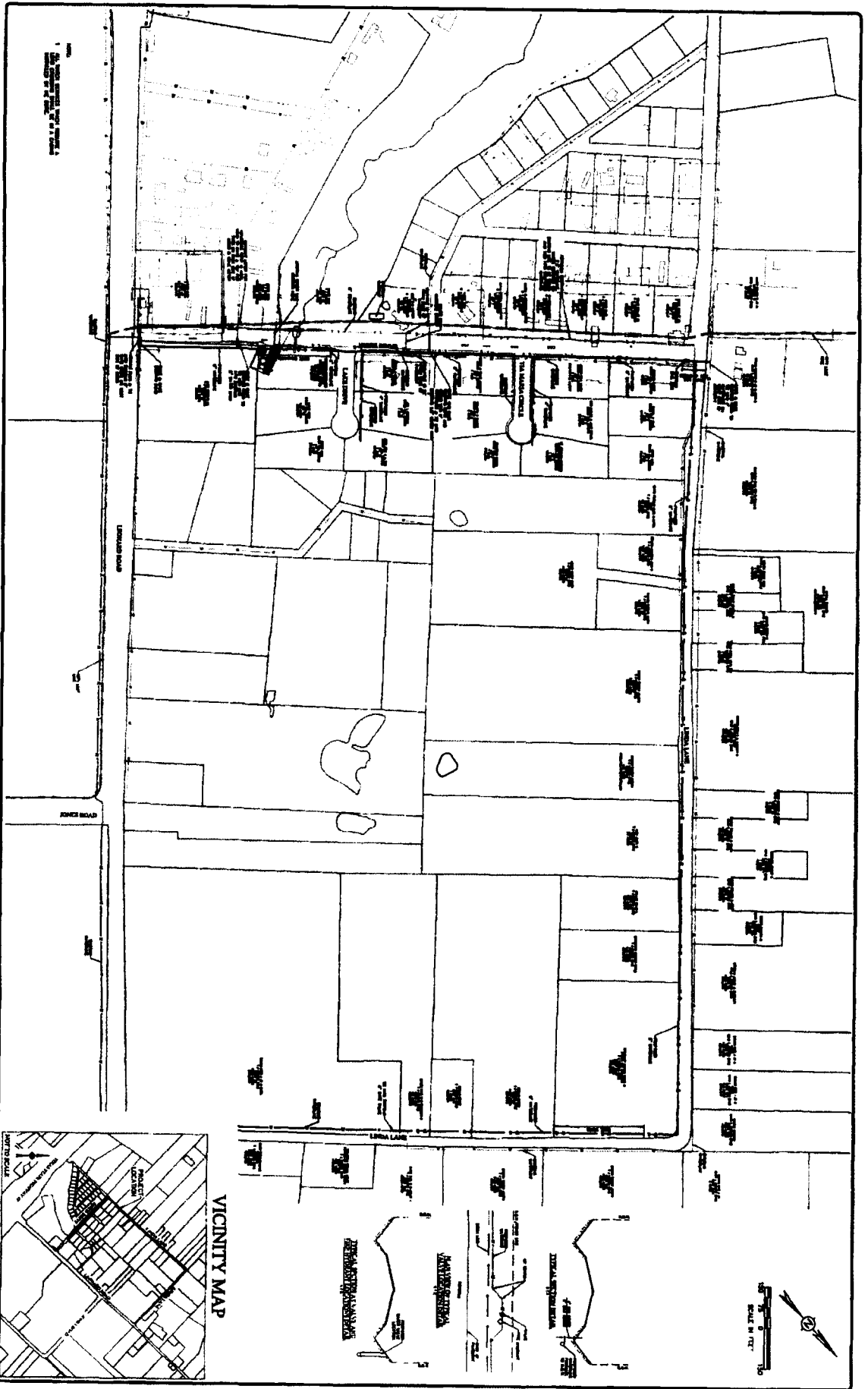
  
Janis K. Hampton, City Attorney

APPROVED AS TO FORM

  
Bruce Erratt, Civil Counsel

# EXHIBIT A





NO.	DESCRIPTION	DATE	BY	CHK

**Schultz Engineering, LLC**  
 2001 W. 10th St., Suite 100  
 Bryan, Texas 77801  
 Phone: 767-234-1111  
 Fax: 767-234-1112  
 Email: info@schultzeng.com  
 Website: www.schultzeng.com

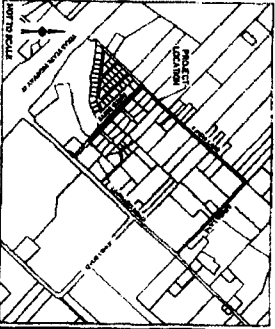


**LINDA LANE WATER LINE  
 PROJECT  
 CITY OF BRYAN  
 BRAZOS COUNTY, TX**

**OVERALL WATER  
 LINE LAYOUT**

SCALE
AS SHOWN
GRAPHIC SCALE 1" = 10'
DATE: 10/1/2011

**SHEET  
 C1**



**VICINITY MAP**



EXHIBIT B

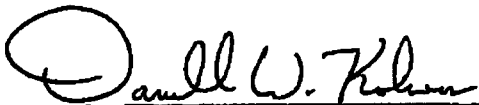
13

BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM

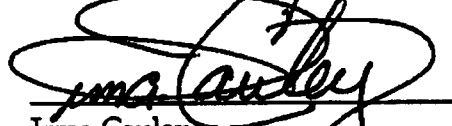
DEPARTMENT: Road & Bridge  
MEETING DATE: May 10, 2016  
SUBJECT: Utility Permit – City of Bryan (Water)

Consider and take action on the City of Bryan utility permit to install an 8-inch water line running parallel in the right of way of Higgs Drive and Linda Lane a total of 5,935 feet and be 3 to 4 feet in depth. There will also be 4 bored crossings which will cross under Higgs Drive, Linda Lane, Lake Drive and Tia Maria Circle. Crossings will be encased and be a minimum of 36 inches under the bottom of the ditch. Site is located in Precinct 4.


SUBMITTED BY:

  
Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:

  
Irma Cauley  
Commissioner Precinct 4

This request is ☒ APPROVED / ☐ DENIED by Commissioners' Court

  
Duane Peters, County Judge

DATE: 5/5/16

**APPLICATION FOR WATER UTILITY PERMIT**  
**DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY**

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now CITY OF BRYAN, TEXAS  
[company name], hereinafter referred to as "Company" a MUNICIPALITY  
[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
HIGGS DRIVE	78'	x			X
LINDA LANE	52'	x			X
LAKE DRIVE & TIA MARIA CIRCLE	60' EACH	x			X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
HIGGS DRIVE	LEONARD ROAD	LINDA LANE	3' - 4' BELOW DITCH LINE	2000'
LINDA LANE	HIGGS DRIVE	CREEK CROSSING BEFORE LEONARD ROAD	3' - 4' BELOW DITCH LINE	3875'

**CONSTRUCTION TYPE**

6" - 8" Diameter PVC Wall Thickness

Material Specification C900 PVC PIPE

Maximum Operation Pressure +/- 100 psi

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 120 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60<sup>th</sup> day, Company will be required to apply for a new permit.

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

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

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

*In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.*

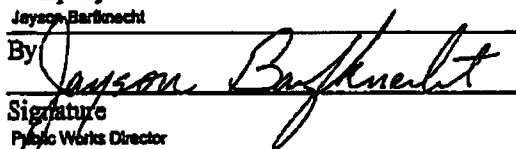
*Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.*

*This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.*

*In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.*

*Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.*

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

City of Bryan  
Company Name  
Jayson Barfknecht  
By   
Signature  
Public Works Director  
Title  
111 Waco Street  
Address  
Bryan Texas 77803  
City State Zip  
979-209-6900  
Phone Number  
barfknecht@bryan.tx.gov  
Email:

## WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated March 2016 except as noted below:  
(Month/Day/Year)

### EXCEPTIONS:

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Brazos County Engineer

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

***A. General Requirements***

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

***B. Safety Requirements***

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

***C. Traffic Control Plan***

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

3. Plan must set forth the time of completion for the job.

**D. Design Standards**

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
  - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
  - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
  - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
  - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
  - Power – 0-2 feet, nominally 1'
  - Phone – 2-4 feet, nominally 3'
  - Gas – 4-6 feet, nominally 5'
  - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
  - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
  - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
  - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
  - a. no pits shall remain open longer than 2 days;
  - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

***E. Emergency work***

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

***F. Repairs to existing facilities***

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

***G. Relocation of utilities:***

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

#### ***H. High Pressure Pipelines***

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

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

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

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

#### **4. Petroleum Pipelines:**

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

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

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

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





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM: Approval of the award of RFQ # 17-273 and the following contracts for Professional Services - Engineers, Surveyors and Geotechnical Services with the following:

- a. Bleyl Engineering for Traffic Operations
- b. Gessner Engineering for Civil Engineering and Drainage
- c. CME Testing and Engineering for Geotechnical and Soil Analysis
- d. Strong Surveying for Surveying

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 08/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[vendor signed contract - Bleyl Engineering.pdf](#)

Contract - Bleyl

Backup Material

[vendor signed contract - CME Testing and Engineering.pdf](#)

Contract - CME

Backup Material

[vendor signed contract - Gessner Engineering.pdf](#)

Contract - Gessner

Backup Material

[vendor signed contract - Strong Surveying.pdf](#)

Contract-Strong

Cover Memo

RFQ 17-273

Civil Engineering- Various, Surveyor & Geotechnical Engineering Services

	Demonstrated Exp. 40 Points	Timely Response 20 Points	Qual. Of Key Personnel 25 Points	Past County Exp. 15 Points	Total Score
<b>Traffic</b>					
Johnson & Pace	36	15	22	12	85
Kimley Horn	35	18	20	13	86
S&B Infrastructure	36	15	23	14	88
Binkley & Barfield	35	19	22	14	90
Civil Engineering Consultants	32	17	21	10	80
Stantec	36	16	19	10	81
Bleyl Engineering	35	18	24	15	92

<b>Drainage</b>					
Johnson & Pace	35	18	22	10	85
Kimley Horn	35	18	20	12	85
Se Engineering	36	15	22	13	86
Zarinkel Engineering	30	10	15	10	65
Binkley & Barfield	35	19	22	14	90
Civil Engineering Consultants	32	17	21	10	80
Jones & Carter	35	18	22	14	89
Stantec	36	16	19	10	81
Mitchell & Morgan	32	13	20	14	79
Bleyl Engineering	30	18	22	12	82
Gessner Engineering	36	19	23	13	91

<b>Geotech &amp; Material Testing</b>					
Alliance Geotech	36	10	19	12	77
Johnson & Pace	20	10	10	8	48
Braun Intertec	35	12	22	10	79
Terracon	35	18	17	14	84
JBS Engineering	20	14	18	10	62
CME Testing	35	18	23	14	90
Gessner Engineering	34	18	20	13	85

<b>Surveying</b>					
Johnson & Pace	34	10	15	13	72
S&B Infrastructure	34	15	22	13	84
Goodwin-Lasiter-Strong	35	18	22	13	88
Joe Orr	36	18	23	14	91
Civil Engineering Consultants	35	18	22	14	89
Jones & Carter	36	18	22	14	90
Strong Surveying	37	19	24	14	94
Stantec	36	13	19	10	78
Gessner Engineering	34	18	20	13	85
TSC Surveying	33	10	18	10	71

<b>Civil Engineering</b>					
Johnson & Pace	35	18	22	10	85
Kimley Horn	35	18	21	12	86
S&B Infrastructure	36	15	22	13	86
Goodwin-Lasiter-Strong	35	18	22	13	88
Binkley & Barfield	35	18	22	14	89
Civil Engineering Consultants	32	18	21	12	83
Stantec	36	16	19	10	81
JBS Engineering	20	14	18	10	62
Mitchell & Morgan	34	16	20	14	84
Bleyl Engineering	34	18	22	13	87
Gessner Engineering	36	18	23	13	90
TSC Engineering	33	10	19	11	73
PGAL	36	11	18	11	76

\*Three highest evaluated vendors, those highlighted, will be asked to give a presentation to the evaluation committee

Recommended Award: Gessner Engineering - Civil Engineering and Drainage  
Bleyl Engineering - Traffic  
CME Testing and Engineering - Geotech and Materials Testing  
Strong Surveying - Surveying Services

Approved by Commissioner's Court on this 8th day of August, 2017 by Brazos County Judge  
holding the position of Brazos County Judge

**BRAZOS COUNTY**  
**ENGINEERING PROFESSIONAL SERVICES CONTRACT**  
**GEOTECHNICAL AND SOIL ANALYSIS**

This Contract is between the Brazos County, Texas, ("the County") and CME Testing and Engineering, Inc. (the "Engineer"), whereby the Engineer agrees to provide the County with certain professional services as described herein and the County agrees to pay the Engineer for those services. The term of this contract shall be from August 8, 2017 through May 31, 2020.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the unit price compensation stated in paragraph 2.01, the Engineer agrees to provide the County with the professional services as described in RFQ # 17-273 and the Engineer's response to RFQ # 17-273, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Geotechnical and Soil Analysis.

**ARTICLE II**  
**Payment**

2.01 In consideration of the Engineer's provision of the Engineering Services in compliance with all terms and conditions of this contract, the County shall pay the Engineer according to the terms set forth in Attachment A. Except in the event of a duly authorized change order, approved by the County as provided in this Contract, the cost of Engineering Services provided under this contract may not exceed the unit prices provided in Attachment A.

**ARTICLE III**  
**Performance and Costs**

3.01 The Engineer shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among Engineers (skilled in design of projects of similar scope) in the location in which the Engineer practices or Brazos County, Texas, whichever area displays the higher standard. All Engineering Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

3.02 a. To initiate work, the County will provide a Scope of Work, hereinafter "Scope". Each Scope will include a general description of the requested work and a timeframe for completion.

b. The Engineer will reply with a Pricing Proposal that includes the hours or units required to complete the scope of work, considering the unit prices in Attachment A, as well as a schedule with the appropriate milestones.

c. Prior to the issuance of a Purchase Order, the Pricing Proposal must be signed by the County Judge or a Commissioner of a Precinct in which all or part of the work is to be performed.

d. In the event the pricing proposal exceeds FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) the proposal will require the approval of the Commissioners Court.

e. Once approved, the County will issue a Purchase Order with the attached Scope and Pricing Proposal. Issuance of the Purchase Order to the Engineer will constitute a release to begin work on the specified project.

**3.03 Time is of the essence of this Contract.** The Engineer shall be prepared to provide the Engineering Services in the most expedient and efficient manner possible in order to complete the work in a timely manner. The Engineer's Schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Engineer has control shall not be exceeded without written approval from the Commissioner's Court or their designee.

3.04 The Engineering Services consist of all of the services required to be performed by the Engineer, Engineer employees and Engineer consultants under the terms of this Contract. Such services include normal civil engineering services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Engineer shall contract and employ, at his expense, consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the County.

3.05 The Engineer shall designate a principal of the firm, acceptable to the County, who shall remain in charge of Professional Services through completion of the design and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the County, prior to replacement.

3.06 The Engineer shall be responsible for the coordination of all drawings and design documents used on the Project. The Engineer shall also be responsible for the

completeness and accuracy of all drawings and specifications, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

#### ARTICLE IV Conceptual Design

4.01 Upon the issuance of the Purchase Order, the Engineer shall meet with each department of the County that is included in the design of the Project for the purpose of determining the detailed nature of the Project. The County shall designate a representative to act as the contact person on behalf of the County.

4.02 The Engineer shall determine the County's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons. Engineers shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The Engineer shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

4.03 The Engineer shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the County's request, the Engineer shall meet with the Commissioner's Court or appointed Committee to make a presentation of his or her report.

#### ARTICLE V Preliminary Design

5.01 The County shall direct the Engineer to commence work on the Project design by approval of the Commissioner's Court. The Engineer shall meet with the County for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Engineer shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the character of the Project as to Engineer. The Engineer shall submit to the County a detailed design and estimate of the construction costs of the Project, based on current area, volume, or other unit costs.

5.03 Upon completion of the preliminary design of the Project, the Engineer shall meet with approved committee for Brazos County to make a presentation of the preliminary design of the Project. The Engineer shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Engineer's

belief and if the Project requirements and construction can be completed within the project budget and schedule.

## ARTICLE VI

### Final Design

6.01 The County shall direct the Engineer to commence work on the final design of the Project by sending to the Engineer a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Engineer shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Upon approval of the final design, the Engineer warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Engineer shall cooperate with Purchasing to obtain bids for the construction contract between the County and the Contractor. The Engineer hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the Project unless warranted by necessity and approved by the Commissioner's Court.

6.04 The Engineer shall assist the County with preparing complete contract documents sufficient to be advertised for bids by the County. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the County, the Engineer shall meet with the approved Committee for Brazos County and/or the Commissioner's Court to present the final design of the Project. The Engineer shall provide an explanation of the final design and cost estimate.

## ARTICLE VII

### RFP Preparations & Evaluation

7.01 The Engineer shall assist the County in advertising for and obtaining bids or negotiating proposals for the construction of the Project if necessary. Upon request, the Engineer shall meet with the approved Committee and/or the Commissioner's Court

to present, and make recommendations on the bids submitted for the construction of the Project.

7.02 The Engineer shall review the construction Contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Engineer shall evaluate each bid and provide these evaluations to the County along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Engineer, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Engineer shall review the substitution requested and approve or disapprove, with County's consent, such substitutions.

## ARTICLE VIII Construction

8.01 The Engineer shall be a representative of, and shall advise and consult with, the County (1) during construction, and (2) at the County's direction from time to time during the correction, or warranty, period described in the construction contract. The Engineer shall have authority to act on behalf of the County only to the extent provided in this Contract unless modified by written instrument.

8.02 The Engineer shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the Contract documents. The Engineer shall periodically review the as-built drawings for accuracy and completeness, and shall report his or her findings to the County.

8.03 The Engineer shall keep the County informed of the progress and quality of the work by meeting weekly with the approved County Committee. The Engineer shall exercise the utmost care and diligence in discovering and promptly reporting to the County any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Engineer shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Engineer's review and approval shall include

a determination whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Engineer shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Engineer shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Engineer shall issue all instructions of the County to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. The Engineer shall interpret the contract documents and judge the performance by the contractor constructing the Project, and the Engineer shall, within a reasonable time, render such interpretations and clarifications as deemed necessary for the proper execution and progress of the Work. The Engineer shall receive no additional compensation for providing clarification of the Drawings and Specifications.

8.07 The Engineer shall review the amounts owed to the construction contractor and recommend to the County, in writing, payments to the construction contractor of such amounts. The Engineer's recommendation of payment, being based upon the Engineer's on-site inspections and experience and qualifications as a design professional, shall constitute a recommendation by the Engineer to the County that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Engineer's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Engineer shall conduct an inspection of the site to determine if the Project is substantially complete. The Engineer shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Engineer for completion have been completed, the Engineer shall inspect the Project to verify final completion.

8.09 The Engineer shall not be responsible for the work of the construction contractor or any of the subcontractors, except that the Engineer shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Engineer's negligent acts or omissions. This provision shall not alter the Engineer's duties to the County arising from the performance of the Engineer's obligations under this Contract.

8.10 The Engineer shall conduct at least one on-site inspection during the warranty period and shall report to the County as to the continued acceptability of the work.



8.11 The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project without an advance, written authorization from the County.

8.12 The Engineer shall perform all of his or her duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Engineer shall assist the construction contractor and County in obtaining any necessary permits by accompanying governing officials during inspections of the Project if requested to do so by the County.

## ARTICLE IX Change Orders & Documents & Materials

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the County. The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project.

9.02 Written change orders that change the amount owed to the Engineer or a contractor must be approved by the County Judge, the County Commissioner of a Precinct in which all or part of the work is being performed. If the result of the change order will result in the total cost exceeding FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00, the change order must be approved by the Commissioner's Court. Change Orders that do not alter the approved budget shall be approved by the appropriate County representative. **Any request by the Engineer for an increase in the Scope of Services or an increase in the amount listed in paragraph 2.01 of this Contract shall be made and approved by the County prior to the Engineer providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Engineer and the County respecting any service provided or to be provided hereunder by the Engineer, including a dispute as to whether such service in addition to the Scope of Services included in this Contract, the Engineer agrees to continue providing on a timely basis all services to be provided by the Engineer hereunder, including any service as to which there is a dispute.

9.03 The Engineer shall furnish the County four sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the County at the County's expense. The Engineer shall provide the County two sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Engineer. The Engineer shall provide copies of

documents, computer files if available, surveys, notes, and tracings used or prepared by the Engineer. The foregoing documentation, the work product, and other information in the Engineer's possession concerning the Project shall be the property of the County's from the time of preparation. The Engineer shall also furnish one set of digital files representing the final as-built mylars. The County may elect to only receive digital files in lieu of printed surveys, plans, etc.

9.04 The Engineer shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

9.04.1 The Engineer shall review properly prepared timely requests by the County or Contractor for changes in the work, including adjustments shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a Minor Change in the Work or recommend to the County that the requested change be denied.

9.04.2 If the Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change including any additional costs attributable to a changes in services of the Engineer. With the County's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

9.04.3 The Engineer shall maintain records relative to changes in the work.

## ARTICLE X

### Project Completion

10.01 The Engineer shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive from the Contractor and forward to the County's review and records, written warranties and

related documents required by the contract documents and assembled by the Contractor, and shall issue a final certificate for Payment based upon a final inspection indicating the work complies with the requirements of the contract document.

10.02 The Engineer's inspection shall be conducted with the County's representative for the conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.

10.03 When the work is found to be substantially complete, the Engineer shall inform the County about the balance of the contract sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the work.

10.04 The Engineer shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## ARTICLE XI Warranty, Indemnification & Release

11.01 As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Engineer warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Engineer or the Engineer's employees, associates, agents, and subcontractors.

11.02 The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the County. The County's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the County's rights hereunder.

11.03 In all activities or services performed hereunder, the Engineer shall be deemed an independent contractor, and not an agent or employee of the County. The Engineer and his or her employees are not the agents, servants, or employees of the County. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this contract. Except for materials furnished by the County, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this contract.

11.04 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of his or her employees for the project.

11.05 Indemnity/Comparative Negligence: The Engineer shall indemnify the County only to the extent of the liability that was caused by the Engineer. To the fullest extent by law, the Engineer agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Engineer under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Engineer.

## **ARTICLE XII**

### **Insurance**

12.01 The Engineer shall procure and maintain required insurance at his or her sole cost and expenses for the duration of this agreement.

## **ARTICLE XIII**

### **Use of Drawings, Specifications and Other Documents**

13.01 The drawings, specifications and other documents prepared by the Engineer for this project shall become the property of the County whether or not the project is completed. The County shall be furnished and permitted to retain reproducible copies and electronic versions of Engineer's drawings, specifications and other documents.

13.02 The documents prepared by the Engineer may be used as a prototype for other facilities by the County. The County may elect to use the Engineer to perform the site adaptation and other engineering services involved in reuse of the prototype. If so, the Engineer is obligated to perform the work for an additional compensation that will fairly compensate the Engineer and required consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this contract.

13.03 In the event of termination of this agreement for any reason, the County shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

13.04 Only the details of the drawings relating to this project may be used by the Engineer on other projects, but they shall not be used as a whole without written authorization by the County. The County's furnished forms, conditions, and other written documents shall not be used on other projects by the Engineer.

#### ARTICLE XIV Termination

14.01 The County may terminate the Engineer at any time upon **thirty (30)** calendar day's written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

14.02 If, through any cause, the Engineer fails to fulfill his or her obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the County has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

14.03 No term or provision of this Contract shall be construed to relieve the Engineer of liability to the County for damages sustained by the County because of any breach of contract and/or negligence of the Engineer.

#### ARTICLE XV Mediation

15.01 Any claim dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, or a disputed and unpaid sum for such services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

15.02 The County and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the Dispute Resolution Center of Central Brazos Valley, located in Bryan, Texas.

15.03 The parties shall share the mediator's fee and any fees of mediation equally. The mediation shall be held in Bryan, Texas at the Dispute Resolution Center, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XVI Arbitration

16.01 Any claim, dispute or other matter in question arising out of or related to this Agreement shall not be subject to arbitration.

## ARTICLE XVII Miscellaneous Terms

17.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

County of Brazos  
Attn: Charles Wendt, Purchasing Agent  
200 South Texas Ave., Suite 352  
Bryan, TX 77803

Engineer:  
Attn: Paul Evans  
CME Testing and Engineering, Inc.  
320 Graham Road  
College Station, Texas 77845

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

17.04 This Contract represents the entire and integrated agreement between the County and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

17.05 This Contract and all rights and obligations contained herein, may not be assigned by the Contractor without the prior written approval of the County.

17.06 If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17.07 The Engineer and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required.

17.08 The Engineer acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.

17.09 This contract will be effective when signed by the Engineer and approved and signed by Commissioner's Court.

17.10 Notice of Indemnification. County and Engineer hereby acknowledge and agree this contract contains certain indemnification obligations and covenants.

SIGNED the 18<sup>th</sup> day of August, 2017.

Brazos County

ENGINEER

Name:

Name:

Title:

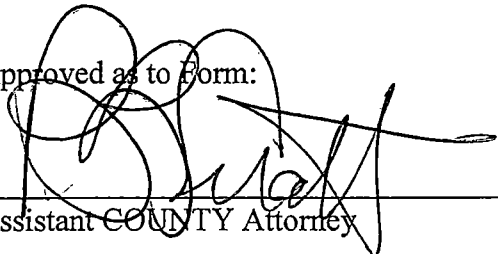
County Judge

Title:

Attest:

  
\_\_\_\_\_  
COUNTY Clerk

Approved as to Form:

  
\_\_\_\_\_  
Assistant COUNTY Attorney



Scope of Services

To be negotiated

**CME TESTING AND ENGINEERING, INC.**  
**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE**  
College Station, Texas

**Engineering, Engineering Technician and Support Personnel****Unit Prices (\$)**

1.00	Time Spent to Perform Services	
1.01	Principal Engineer, Registered Professional Engineer – per hour	140.00
1.02	Senior Engineer, Registered Professional Engineer – per hour	125.00
1.03	Project Engineer, Registered Professional Engineer – per hour	110.00
1.04	Leak Test Specialist – per hour	100.00
1.05	Staff Engineer – per hour	95.00
1.06	Certified Welding Inspector – per hour	80.00
1.07	Project Manager – per hour	80.00
1.08	Technical Drafting – per hour	70.00
1.09	Production/Graphics – per hour	60.00
1.10	Senior Engineering Technician – per hour	55.00
1.11	Engineering Technician – per hour	48.00
2.00	Reimbursable Expenses	
	Any other costs incurred by Consultant in connection with the performance of the work when required for compliance with Client's specifications, general or special conditions, other contract documents, or when otherwise recognized by Client, shall be reimbursable at cost.	
3.00	Trip Charges	
3.01	CME Mileage to Site – per mile (only sites outside of Bryan/College Station)	0.65

**Soils and Base Materials**

4.00	Identification and Classification Tests	
4.01	Moisture Content (ASTM D 2216)	7.00
4.02	Liquid and Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E and Tex-106-E)	48.00
4.03	Percent Passing No. 200 Sieve or a Single Sieve (ASTM D 1140)	20.00
4.04	Linear Bar Shrinkage (TEX-107-E, part II)	48.00
4.05	Unit Weight and Unconfined Compressive Strength (ASTM D 2166)	43.00
4.06	Hand Augering, per ft. of depth	10.00
4.07	Specific Gravity (ASTM D 845)	55.00
4.08	Sieve Analysis, through No. 100 sieve (ASTM D 422)	50.00
4.09	Sieve Analysis of Base Materials (ASTM C 136 or Tex-110-E)	70.00
4.10	Dry Sieve Analysis of Lime Stabilized Soil (ASTM D421 or Tex-101-E, part III), each sieve	10.00
4.11	Hydrometer (ASTM D 422)	120.00
4.12	Pinhole Dispersion Test (ASTM D 4647)	160.00
4.13	pH of Soil (ASTM D 4972)	20.00
5.00	Material Characteristics and Compaction Tests	
5.01	Standard Proctor Compaction Test (ASTM D 698 / Tex-114-E)	145.00
5.02	Modified Proctor Compaction Test (ASTM D 1557)	155.00
5.03	TXDOT Laboratory Compaction Test (Tex-113-E)	180.00
5.04	Wet Ball Mill (Tex-116-E)	170.00
5.05	Los Angeles Abrasion and Impact Test (ASTM C 131 or ASTM C 535)	255.00
5.06	Optimum Lime Content, pH Method (ASTM D 6276)	160.00
5.07	Optimum Lime Content, Plasticity Index Method (Tex-112-E)	250.00
5.08	Phenolphthalein Test	10.00
5.09	California Bearing Ratio (CBR) (ASTM D 1883), each specimen	250.00
5.10	Depth Check of Compacted Base or Lime Stabilized Material	10.00
5.11	Hydraulic Conductivity of Soils (ASTM D 5084)	200.00
5.12	Molding of Soil-Cement Compression Test Specimens (ASTM D 1632), 4 per set	110.00
5.13	Compression of Molded Soil-Cement Cylinders (ASTM D 1633), 3 per set	60.00
5.14	Moisture-Density Relations of Soil-Cement Mixtures (ASTM D 558)	160.00
5.15	Molding of Cement Treated Base Materials (TEX-120-E), 3 per set	135.00
5.16	Compression of Molded Cement Treated Base Materials (TEX-120-E), 4 per set	90.00
5.17	Tex-120-E, Part I – Laboratory Mixed (Includes Proctor Curve with 6% Cement and Molding and Compression of 4 sets (4%, 6%, 8% and 10% cement) of 3 specimen for compressive strength at 7 days of age)	960.00
5.18	Tex-120-E, Part II – Road Mixed (Includes Proctor Curve and Molding and Compression of 1 set of 3 specimen for compressive strength at 7 days of age.	375.00

**CME TESTING AND ENGINEERING, INC.**  
**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE**  
College Station, Texas

**Field Compaction Testing**

		<b>Unit Prices (\$)</b>
6.00	Nuclear Densities – by the Test (ASTM D 6938), minimum of 3 per trip, each	22.00
6.01	Field Stiffness Measurement with Humbolt @ Stiffness Gauge, each	30.00

**Concrete, Grout and Mortar**

7.00	Material Characteristics and Strength Tests	
7.01	Casting of 4" x 8" Test Cylinder (ASTM C 31)	12.50
7.02	Casting of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.03	Casting of Concrete Beam (ASTM C 31)	20.00
7.04	Casting of Lightweight Insulating Concrete Cylinder (ASTM C 495)	25.00
7.05	Casting of 3.5"x3.5" x7" Grout Specimen (ASTM C 1019)	20.00
7.06	Compression of 4" x 8" Test Cylinder (ASTM C 39)	12.50
7.07	Compression of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.08	Compression of Lightweight Insulating Concrete (ASTM C 495)	25.00
7.09	Compression of 3.5"x3.5" x7" Grout Specimen (ASTM C 1019)	40.00
7.10	Compression of 6" x 12" or 4" x 8" Test Cylinder (ASTM C 39), made by others	20.00
7.11	Flexural Strength of Beam (ASTM C 78 or ASTM C 293)	30.00
7.12	Air Content (ASTM C 173 or ASTM C 231)	15.00
7.13	Concrete Core Sampling (ASTM C 42) 4 inch diameter, per inch of thickness	15.00
7.14	Concrete Core Sampling (ASTM C 42) 6 inch diameter, per inch of thickness	20.00
7.15	Patching Concrete Core Hole	10.00
7.16	Compression of Concrete Cores	50.00
7.17	Unit Weight (ASTM C 138)	25.00
7.18	Sample Preparation Charge, masonry saw	15.00
7.19	Concrete Mix Verification – (includes: mixing the trial batch determining the slump, air content and yield; and molding 6 compressive strength or flexural strength specimens.)	
	Regular Aggregate, per trial batch	550.00
	Lightweight Aggregate or Flexural Batch, per trial batch	650.00

**Aggregate**

8.00	Material Characteristics	
8.01	Sieve Analysis (ASTM C 136)	
	Fine Aggregate	50.00
	Coarse Aggregate	50.00
	Base Coarse Materials	70.00
8.02	Specific Gravity & Absorption	
	Coarse Aggregate (ASTM C 127)	60.00
	Fine Aggregate (ASTM C 128)	60.00
8.03	Unit Weight (ASTM C 29) dry rod or loose	50.00
8.04	Organic Impurities (ASTM C 40)	65.00
8.05	Clay Lumps/Friable Particles (ASTM C 142)	
	Fine Aggregates	55.00
	Coarse Aggregates	70.00
8.06	Sulfate Soundness (ASTM C 88), 5 cycles	600.00
8.07	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	40.00

**Asphalt**

9.00	Material Characteristics	
9.01	Sieve Analysis (ASTM C 136) or (Tex-200-F)	50.00
9.02	Asphalt Content (ASTM D 2172) or (Tex-236-F)	110.00
9.03	HVEEM Stability (ASTM D 1560) or (Tex-208-F) - 3 per set	150.00
9.04	Nuclear Density Test (ASTM D 2950)	22.00
9.05	Bulk Specific Gravity (ASTM D 2726) or (Tex-207-F) - 3 per set	45.00
9.06	Theoretical Maximum Specific Gravity (ASTM D 2041) or (Tex-227-F)	40.00
9.07	HMAC Core Sampling (ASTM D 979 or Tex-222-F)	30.00
9.08	Determination of Air Voids of HMAC Core (ASTM D 3203)	20.00
9.09	Thickness Determination of HMAC Core (ASTM D 3549)	10.00
9.10	Patching HMAC Core Hole	10.00

**CME TESTING AND ENGINEERING, INC.**  
**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE**  
College Station, Texas

**Brick**

**Unit Prices (\$)**

10.00	Material Characteristics	
10.01	Compressive Test (ASTM E 447), brick, set of 5 or less	120.00
10.02	Absorption (ASTM C 67), brick 24 hour submersion, set of 5 or less	110.00
10.03	Saturation Coefficient (ASTM C 67), brick, set of 5 or less	115.00
10.04	Efflorescence (ASTM C 67), brick, set of 5 or less	135.00
10.05	Modulus of Rupture (ASTM C 67), brick set of 5 or less	95.00

**Floor Flatness (F<sub>F</sub>) / Levelness (F<sub>L</sub>)**

11.00	Floor Flatness/ Floor Levelness Testing, Type II – FACE® Model 2272 Dipstick Floor Profiler, per trip	750.00
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**Concrete Moisture Vapor Emission Rate**

12.00	Moisture Vapor Emission Rate Test Kit (ASTM F 1869), each	65.00
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**Relative Humidity in Concrete**

13.00	Determining Relative Humidity in Concrete Floor Slabs using in situ Probes (ASTM F2170), each	160.00
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**Leak Testing**

14.00	Curtain Walls, Exterior Windows, Skylights and Doors (ASTM E 1105)	By Quote
14.01	Field Measurement of Air Leakage through Installed Exterior Windows and Doors (ASTM E-783)	By Quote
14.02	Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems (AAMA 501.2-03)	By Quote

**Notes:**

1. The lump sum rate associated with collecting concrete cylinders, beams, grout specimens or mortar cubes from the site on the day following the casting will be \$40 within the Bryan/College Station area if no other testing is performed on the "pick-up" date and a "special" trip has to be made to the site. If a "pick-up" has to be made outside the Bryan/College area, additional labor and/or mileage charges will be required and will be dependent upon the distance of the project locations from CME's offices.
2. A minimum of \$60 will be charged for observation time, retrieval of test data, and reporting of test data for testing projects less than \$500.
3. Rush testing assignments requiring shorter than normal testing turnaround time or requiring labor overtime will be subject to a surcharge (to be negotiated).
4. All labor charges are billed on a portal to portal basis from our office. Engineering consultation and evaluation in connection with any laboratory testing or field inspection services will be charged at the indicated rate.
5. Engineering consultation and evaluation in connection with any laboratory testing or field inspection services will be charged at the indicated rate.
6. A minimum charge of 4 hours will be incurred for all inspections performed by Certified Welding Inspectors..

**APPENDIX A**

**FEE SCHEDULE OF LABOR RATES FOR  
PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL**

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<b><u>Job Category</u></b>	<b><u>Hourly Fee</u></b>
Principal Engineer	140
Senior Engineer	125
Project Engineer	110
Staff Engineer	95
Technical Drafting	70
Production Graphics	60
Senior Field Geotechnologist	58
<u>Field Geotechnologist</u>	<u>48</u>

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

**APPENDIX B**

**OFFICE COST, EXPENSES, RATE SCHEDULE, THIRD PARTY SERVICES,  
AND TRAVEL POLICY**

In addition to any other fee schedules or cost schedules appended to the Contract, the following services are reimbursable at the rate shown:

**I. Reproduction and Photography:**

- |   |      |
|---|------|
| a. Blueline (per square foot)   | 0.25 |
| b. Photocopy cost (per page)  | 0.10 |
| c. Binding—cost   |      |
| d. Outside reproduction work—cost   |      |
| e. Special forms, printing, special engineering services, model supplies—cost |      |
| f. Photography—cost   |      |

**II. Graphics:**

- |                                |       |
|--------------------------------|-------|
| a. Labor plus per plot charge: |       |
| 1. 8 1/2" x 11" print/plot     | 10.00 |
| 2. 11" x 17" print/plot        | 20.00 |
| 3. 24" x 36" print/plot        | 15.00 |
| 4. 36" x 48" print/plot        | 25.00 |
| 5. Duplicate print/plots       | 5.00  |
| b. Document covers (each)      | 3.00  |

**III. Communications, Shipping, and Mileage:**

- |  |  |
|--|--|
| a. Telephone (long distance conference calls)—cost |  |
| b. Express charges and shipping charges—cost       |  |
| c. Consultant vehicles—0.65 per mile               |  |

**IV. Business/Travel Expenses:**

If required for the project, business travel expenses will be in accordance with the rate listed below for mileage and for room and board.

- |   |      |
|---|------|
| a. Mileage (personal vehicle), per mile       | 0.65 |
| b. Rental car — cost                          |      |
| c. Per diem — cost (maximum of \$100 per day) |      |

This rate schedule may be, with thirty (30) days written notice to Client, revised in accordance with any and all changes in Federal/State/Local laws, ordinances, and policies, as well as changes in local labor requirements reflecting the ability of Consultant and its subcontractors, if any, to attract and maintain the necessary work force.

**APPENDIX C****SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES**

<b><u>Field Operations - Subcontract</u></b>		<b><u>Rate</u></b>
1.00	Mobilization	
1.01	Mobilize men and truck-mounted drilling equipment - per mile	4.75
1.02	Mobilize men and ATV-mounted drilling equipment - per mile	5.25
1.10	Drilling and Sampling	
1.11	Drilling – Truck-Mounted Drill Rig - per ft. (0 to 50 ft.)	13.00
1.12	Drilling – Truck-Mounted Drill Rig - per ft. (> 50 ft.)	14.00
1.13	Drilling – ATV-Mounted Drill Rig- per ft. (0 to 50 ft.)	13.00
1.14	Drilling – ATV-Mounted Drill Rig- per ft. (> 50 ft.)	14.00
1.15	Coring in rock - Soft rock - per ft.	25.00
1.16	Coring in rock - Hard rock - per ft.	30.00
1.20	Conditional Charges	
2.31	Standby and trip time - per hour	180.00
2.32	Expended drilling materials - cost	
2.33	Mud, grout, or casing - cost	
2.34	Boring location survey - cost	
2.35	Rental of access equipment - cost	
2.36	Trip charge - cost	
2.37	Drilling Crew per diem – cost	
<b><u>Laboratory Soil Tests</u></b>		
2.00	Classification Tests	
2.01	Moisture Content (ASTM D 2216)	7.00
2.02	Liquid & Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E, & Tex-106-E)	48.00
2.03	Linear Bar Shrinkage (Tex-107-E, part II)	48.00
2.04	Percent Passing No. 200 Sieve (ASTM D 1140)	20.00
2.05	Unit Weight	10.00
2.06	Specific Gravity (ASTM D 854)	55.00
2.07	Dry Sieve Analysis (ASTM D 422) - per sieve	20.00
2.08	Wet Sieve Analysis (ASTM D 422) - per sieve	20.00
2.09	Hydrometer Analysis (ASTM D 422)	120.00
2.10	Material Characteristics	
2.11	Permeability, BP saturation EM 1110-2-1906, (ASTM D 5084)	200.00
2.12	Resistivity (Tex-129-E)	70.00
2.13	Wet Ball Mill (Tex-116-E)	170.00
2.14	Optimum Lime Content, pH Method (ASTM D 6276)	160.00
2.15	Pinhole Test (ASTM D 4647)	160.00
2.16	Crumb Test	7.00
2.17	Phenolphthalein Test	10.00
2.18	pH Determination (ASTM D 2976)	20.00
2.19	Dynamic Cone Penetrometer (Sowers Method)	10.00

**APPENDIX C (CONTINUED)****SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES**

<b><u>Laboratory Soil Tests (Continued)</u></b>		<b><u>Rate</u></b>
2.20	Strength Tests	
2.21	Hand Penetrometer or Torvane	1.00
2.22	Unconfined Compression (ASTM D 2166) (only)	33.00
2.23	Unconfined Compression (ASTM D 2166), With Moisture and Dry Unit Wt.	50.00
2.24	UU-Triaxial (ASTM D 2850) (single stage)	115.00
	with sample preparation (per stage)	30.00
2.25	UU-Triaxial (ASTM D 2850) (multi-stage)	245.00
	with sample preparation (per stage)	30.00
2.26	CU-Triaxial (ASTM D 4767) (w/pore pressure measurements)	510.00
	with sample preparation (per stage)	30.00
2.27	California Bearing Ratio (CBR) (ASTM D 1883), 3 per set	750.00
2.28	Direct Shear (ASTM D 3080)	235.00
2.30	Volume Change Tests	
2.31	Swell Test (ASTM D 4546, Method B)	260.00
2.32	Swell Test (ASTM D 4546, Method C)	330.00
2.33	Consolidation (ASTM D 2435), 7 or less loading increments	590.00



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

17.04 This Contract represents the entire and integrated agreement between the County and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

17.05 This Contract and all rights and obligations contained herein, may not be assigned by the Contractor without the prior written approval of the County.

17.06 If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17.07 The Engineer and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required.

17.08 The Engineer acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.

17.09 This contract will be effective when signed by the Engineer and approved and signed by Commissioner's Court.

17.10 Notice of Indemnification. County and Engineer hereby acknowledge and agree this contract contains certain indemnification obligations and covenants.

SIGNED the 8th day of August, 2017.

Brazos County [Signature] ENGINEER

Name: \_\_\_\_\_ Name: Paul Evans

Title: County Judge Title: Vice President

**BRAZOS COUNTY**  
**ENGINEERING PROFESSIONAL SERVICES CONTRACT**  
**TRAFFIC OPERATIONS**

This Contract is between the Brazos County, Texas, ("the County") and Bleyl Engineering (the "Engineer"), whereby the Engineer agrees to provide the County with certain professional services as described herein and the County agrees to pay the Engineer for those services. The term of this contract shall be from August 8, 2017 through May 31, 2020.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the unit price compensation stated in paragraph 2.01, the Engineer agrees to provide the County with the professional services as described in RFQ # 17-273 and the Engineer's response to RFQ # 17-273, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Traffic Engineering.

**ARTICLE II**  
**Payment**

2.01 In consideration of the Engineer's provision of the Engineering Services in compliance with all terms and conditions of this contract, the County shall pay the Engineer according to the terms set forth in Attachment A. Except in the event of a duly authorized change order, approved by the County as provided in this Contract, the cost of Engineering Services provided under this contract may not exceed the unit prices provided in Attachment A.

**ARTICLE III**  
**Performance and Costs**

3.01 The Engineer shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among Engineers (skilled in design of projects of similar scope) in the location in which the Engineer practices or Brazos County, Texas, whichever area displays the higher standard. All Engineering Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

3.02 a. To initiate work, the County will provide a Scope of Work, hereinafter "Scope". Each Scope will include a general description of the requested work and a timeframe for completion.

b. The Engineer will reply with a Pricing Proposal that includes the hours or units required to complete the scope of work, considering the unit prices in Attachment A, as well as a schedule with the appropriate milestones.

c. Prior to the issuance of a Purchase Order, the Pricing Proposal must be signed by the County Judge or a Commissioner of a Precinct in which all or part of the work is to be performed.

d. In the event the pricing proposal exceeds FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) the proposal will require the approval of the Commissioners Court.

e. Once approved, the County will issue a Purchase Order with the attached Scope and Pricing Proposal. Issuance of the Purchase Order to the Engineer will constitute a release to begin work on the specified project.

**3.03 Time is of the essence of this Contract.** The Engineer shall be prepared to provide the Engineering Services in the most expedient and efficient manner possible in order to complete the work in a timely manner. The Engineer's Schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Engineer has control shall not be exceeded without written approval from the Commissioner's Court or their designee.

3.04 The Engineering Services consist of all of the services required to be performed by the Engineer, Engineer employees and Engineer consultants under the terms of this Contract. Such services include normal civil engineering services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Engineer shall contract and employ, at his expense, consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the County.

3.05 The Engineer shall designate a principal of the firm, acceptable to the County, who shall remain in charge of Professional Services through completion of the design and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the County, prior to replacement.

3.06 The Engineer shall be responsible for the coordination of all drawings and design documents used on the Project. The Engineer shall also be responsible for the

completeness and accuracy of all drawings and specifications, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

#### ARTICLE IV Conceptual Design

4.01 Upon the issuance of the Purchase Order, the Engineer shall meet with each department of the County that is included in the design of the Project for the purpose of determining the detailed nature of the Project. The County shall designate a representative to act as the contact person on behalf of the County.

4.02 The Engineer shall determine the County's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons. Engineers shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The Engineer shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

4.03 The Engineer shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the County's request, the Engineer shall meet with the Commissioner's Court or appointed Committee to make a presentation of his or her report.

#### ARTICLE V Preliminary Design

5.01 The County shall direct the Engineer to commence work on the Project design by approval of the Commissioner's Court. The Engineer shall meet with the County for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Engineer shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the character of the Project as to Engineer. The Engineer shall submit to the County a detailed design and estimate of the construction costs of the Project, based on current area, volume, or other unit costs.

5.03 Upon completion of the preliminary design of the Project, the Engineer shall meet with approved committee for Brazos County to make a presentation of the preliminary design of the Project. The Engineer shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Engineer's

belief and if the Project requirements and construction can be completed within the project budget and schedule.

## ARTICLE VI

### Final Design

6.01 The County shall direct the Engineer to commence work on the final design of the Project by sending to the Engineer a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Engineer shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Upon approval of the final design, the Engineer warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Engineer shall cooperate with Purchasing to obtain bids for the construction contract between the County and the Contractor. The Engineer hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the Project unless warranted by necessity and approved by the Commissioner's Court.

6.04 The Engineer shall assist the County with preparing complete contract documents sufficient to be advertised for bids by the County. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the County, the Engineer shall meet with the approved Committee for Brazos County and/or the Commissioner's Court to present the final design of the Project. The Engineer shall provide an explanation of the final design and cost estimate.

## ARTICLE VII

### RFP Preparations & Evaluation

7.01 The Engineer shall assist the County in advertising for and obtaining bids or negotiating proposals for the construction of the Project if necessary. Upon request, the Engineer shall meet with the approved Committee and/or the Commissioner's Court

to present, and make recommendations on the bids submitted for the construction of the Project.

7.02 The Engineer shall review the construction Contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Engineer shall evaluate each bid and provide these evaluations to the County along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Engineer, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Engineer shall review the substitution requested and approve or disapprove, with County's consent, such substitutions.

#### ARTICLE VIII Construction

8.01 The Engineer shall be a representative of, and shall advise and consult with, the County (1) during construction, and (2) at the County's direction from time to time during the correction, or warranty, period described in the construction contract. The Engineer shall have authority to act on behalf of the County only to the extent provided in this Contract unless modified by written instrument.

8.02 The Engineer shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the Contract documents. The Engineer shall periodically review the as-built drawings for accuracy and completeness, and shall report his or her findings to the County.

8.03 The Engineer shall keep the County informed of the progress and quality of the work by meeting weekly with the approved County Committee. The Engineer shall exercise the utmost care and diligence in discovering and promptly reporting to the County any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Engineer shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Engineer's review and approval shall include

a determination whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Engineer shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Engineer shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Engineer shall issue all instructions of the County to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. The Engineer shall interpret the contract documents and judge the performance by the contractor constructing the Project, and the Engineer shall, within a reasonable time, render such interpretations and clarifications as deemed necessary for the proper execution and progress of the Work. The Engineer shall receive no additional compensation for providing clarification of the Drawings and Specifications.

8.07 The Engineer shall review the amounts owed to the construction contractor and recommend to the County, in writing, payments to the construction contractor of such amounts. The Engineer's recommendation of payment, being based upon the Engineer's on-site inspections and experience and qualifications as a design professional, shall constitute a recommendation by the Engineer to the County that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Engineer's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Engineer shall conduct an inspection of the site to determine if the Project is substantially complete. The Engineer shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Engineer for completion have been completed, the Engineer shall inspect the Project to verify final completion.

8.09 The Engineer shall not be responsible for the work of the construction contractor or any of the subcontractors, except that the Engineer shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Engineer's negligent acts or omissions. This provision shall not alter the Engineer's duties to the County arising from the performance of the Engineer's obligations under this Contract.

8.10 The Engineer shall conduct at least one on-site inspection during the warranty period and shall report to the County as to the continued acceptability of the work.

8.11 The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project without an advance, written authorization from the County.

8.12 The Engineer shall perform all of his or her duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Engineer shall assist the construction contractor and County in obtaining any necessary permits by accompanying governing officials during inspections of the Project if requested to do so by the County.

#### ARTICLE IX Change Orders & Documents & Materials

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the County. The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project.

9.02 Written change orders that change the amount owed to the Engineer or a contractor must be approved by the County Judge, the County Commissioner of a Precinct in which all or part of the work is being performed. If the result of the change order will result in the total cost exceeding FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00, the change order must be approved by the Commissioner's Court. Change Orders that do not alter the approved budget shall be approved by the appropriate County representative. **Any request by the Engineer for an increase in the Scope of Services or an increase in the amount listed in paragraph 2.01 of this Contract shall be made and approved by the County prior to the Engineer providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Engineer and the County respecting any service provided or to be provided hereunder by the Engineer, including a dispute as to whether such service in addition to the Scope of Services included in this Contract, the Engineer agrees to continue providing on a timely basis all services to be provided by the Engineer hereunder, including any service as to which there is a dispute.

9.03 The Engineer shall furnish the County four sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the County at the County's expense. The Engineer shall provide the County two sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Engineer. The Engineer shall provide copies of



documents, computer files if available, surveys, notes, and tracings used or prepared by the Engineer. The foregoing documentation, the work product, and other information in the Engineer's possession concerning the Project shall be the property of the County's from the time of preparation. The Engineer shall also furnish one set of digital files representing the final as-built mylars. The County may elect to only receive digital files in lieu of printed surveys, plans, etc.

9.04 The Engineer shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

9.04.1 The Engineer shall review properly prepared timely requests by the County or Contractor for changes in the work, including adjustments shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a Minor Change in the Work or recommend to the County that the requested change be denied.

9.04.2 If the Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change including any additional costs attributable to a changes in services of the Engineer. With the County's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

9.04.3 The Engineer shall maintain records relative to changes in the work.

## ARTICLE X

### Project Completion

10.01 The Engineer shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive from the Contractor and forward to the County's review and records, written warranties and

related documents required by the contract documents and assembled by the Contractor, and shall issue a final certificate for Payment based upon a final inspection indicating the work complies with the requirements of the contract document.

10.02 The Engineer's inspection shall be conducted with the County's representative for the conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.

10.03 When the work is found to be substantially complete, the Engineer shall inform the County about the balance of the contract sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the work.

10.04 The Engineer shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

#### ARTICLE XI Warranty, Indemnification & Release

11.01 As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Engineer warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Engineer or the Engineer's employees, associates, agents, and subcontractors.

11.02 The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the County. The County's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the County's rights hereunder.

11.03 In all activities or services performed hereunder, the Engineer shall be deemed an independent contractor, and not an agent or employee of the County. The Engineer and his or her employees are not the agents, servants, or employees of the County. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this contract. Except for materials furnished by the County, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this contract.

11.04 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of his or her employees for the project.

11.05 Indemnity/Comparative Negligence: The Engineer shall indemnify the County only to the extent of the liability that was caused by the Engineer. To the fullest extent by law, the Engineer agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Engineer under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Engineer.

## **ARTICLE XII**

### **Insurance**

12.01 The Engineer shall procure and maintain required insurance at his or her sole cost and expenses for the duration of this agreement.

## **ARTICLE XIII**

### **Use of Drawings, Specifications and Other Documents**

13.01 The drawings, specifications and other documents prepared by the Engineer for this project shall become the property of the County whether or not the project is completed. The County shall be furnished and permitted to retain reproducible copies and electronic versions of Engineer's drawings, specifications and other documents.

13.02 The documents prepared by the Engineer may be used as a prototype for other facilities by the County. The County may elect to use the Engineer to perform the site adaptation and other engineering services involved in reuse of the prototype. If so, the Engineer is obligated to perform the work for an additional compensation that will fairly compensate the Engineer and required consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this contract.

13.03 In the event of termination of this agreement for any reason, the County shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

13.04 Only the details of the drawings relating to this project may be used by the Engineer on other projects, but they shall not be used as a whole without written authorization by the County. The County's furnished forms, conditions, and other written documents shall not be used on other projects by the Engineer.

#### ARTICLE XIV Termination

14.01 The County may terminate the Engineer at any time upon **thirty (30)** calendar day's written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

14.02 If, through any cause, the Engineer fails to fulfill his or her obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the County has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

14.03 No term or provision of this Contract shall be construed to relieve the Engineer of liability to the County for damages sustained by the County because of any breach of contract and/or negligence of the Engineer.

#### ARTICLE XV Mediation

15.01 Any claim dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, or a disputed and unpaid sum for such services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

15.02 The County and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the Dispute Resolution Center of Central Brazos Valley, located in Bryan, Texas.

15.03 The parties shall share the mediator's fee and any fees of mediation equally. The mediation shall be held in Bryan, Texas at the Dispute Resolution Center, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XVI

### Arbitration

16.01 Any claim, dispute or other matter in question arising out of or related to this Agreement shall not be subject to arbitration.

## ARTICLE XVII

### Miscellaneous Terms

17.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

County of Brazos  
Attn: Charles Wendt, Purchasing Agent  
200 South Texas Ave., Suite 352  
Bryan, TX 77803

Engineer:  
Bleyl Engineering  
1722 Broadmoor, # 210  
Bryan, TX 77802

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

17.04 This Contract represents the entire and integrated agreement between the County and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

17.05 This Contract and all rights and obligations contained herein, may not be assigned by the Contractor without the prior written approval of the County.

17.06 If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17.07 The Engineer and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required.

17.08 The Engineer acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.

17.09 This contract will be effective when signed by the Engineer and approved and signed by Commissioner's Court.

17.10 Notice of Indemnification. County and Engineer hereby acknowledge and agree this contract contains certain indemnification obligations and covenants.

SIGNED the 8th day of August, 2017.

Brazos County

ENGINEER

Name:

Name:

Title:

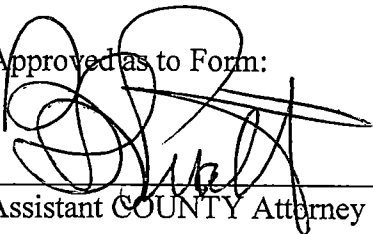
Title:

County Judge

REGIONAL MANAGER

Attest:

  
\_\_\_\_\_  
COUNTY Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Assistant COUNTY Attorney

Scope of Services

To be negotiated





# BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

1722 Broadmoor, #210

Bryan, TX 77802

Texas Reg. No. F-678

## Attachment A

### Professional Engineering Fee Schedule

Effective April 1, 2014 (Revised)

Compensation to Bleyl Engineering for all work accomplished shall be according to the Standard Billing set forth in this fee schedule, and will be the sum of all the items listed below unless otherwise provided by a written contract.

Fees may be negotiated using the Texas Society of Professional Engineers criteria for general engineering services, as published by the Consulting Engineers Council of Texas and the TSPE.

The following is a breakdown of rates and fees to be charged on this project:

#### Staff Classifications and Rate

Senior Project Manager I	\$145.00	Graduate Engineer I	\$80.00
Project Engineer III	\$135.00	Administrative Assistant I	\$50.00
Project Engineer II	\$125.00	Engineering Technician I	\$45.00
CAD Tech III	\$90.00		

#### Preapproved Reimbursable Expenses

Cost Plus . . . . .0%

#### Method of Billing

Invoices are prepared monthly. Payment is due upon receipt.

CLIENT Initials

ENGINEER Initials

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bleyl Interests, Inc. dba Bleyl Engineering  
Conroe, TX United States

Certificate Number:  
2017-243622

Date Filed:  
08/01/2017

Date Acknowledged:

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.

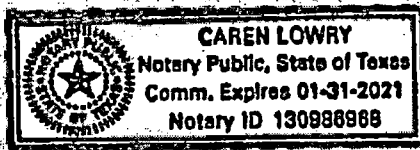
17-273  
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Bleyl, John	Conroe, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John D. Bleyl, this the 1st day of August, 2017, to certify which, witness my hand and seal of office.

Caren Lowry  
Signature of officer administering oath

Caren Lowry  
Printed name of officer administering oath

notary  
Title of officer administering oath

**BRAZOS COUNTY**  
**ENGINEERING PROFESSIONAL SERVICES CONTRACT**  
**CIVIL ENGINEERING AND DRAINAGE**

This Contract is between the Brazos County, Texas, ("the County") and Gessner Engineering, LLC (the "Engineer"), whereby the Engineer agrees to provide the County with certain professional services as described herein and the County agrees to pay the Engineer for those services. The term of this contract shall be from August 8, 2017 through May 31, 2020.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the unit price compensation stated in paragraph 2.01, the Engineer agrees to provide the County with the professional services as described in RFQ # 17-273 and the Engineer's response to RFQ # 17-273, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Civil Engineering and Drainage.

**ARTICLE II**  
**Payment**

2.01 In consideration of the Engineer's provision of the Engineering Services in compliance with all terms and conditions of this contract, the County shall pay the Engineer according to the terms set forth in Exhibit "A". Except in the event of a duly authorized change order, approved by the County as provided in this Contract, the cost of Engineering Services provided under this contract may not exceed the unit prices provided in Exhibit "A".

**ARTICLE III**  
**Performance and Costs**

3.01 The Engineer shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among Engineers (skilled in design of projects of similar scope) in the location in which the Engineer practices or Brazos County, Texas, whichever area displays the higher standard. All Engineering Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

3.02 a. To initiate work, the County will provide a Scope of Work, hereinafter "Scope". Each Scope will include a general description of the requested work and a timeframe for completion.

b. The Engineer will reply with a Pricing Proposal that includes the hours or units required to complete the scope of work, considering the unit prices in Exhibit "A", as well as a schedule with the appropriate milestones.

c. Prior to the issuance of a Purchase Order, the Pricing Proposal must be signed by the County Judge or a Commissioner of a Precinct in which all or part of the work is to be performed.

d. In the event the pricing proposal exceeds FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) the proposal will require the approval of the Commissioners Court.

e. Once approved, the County will issue a Purchase Order with the attached Scope and Pricing Proposal. Issuance of the Purchase Order to the Engineer will constitute a release to begin work on the specified project.

**3.03 Time is of the essence of this Contract.** The Engineer shall be prepared to provide the Engineering Services in the most expedient and efficient manner possible in order to complete the work in a timely manner. The Engineer's Schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Engineer has control shall not be exceeded without written approval from the Commissioner's Court or their designee.

**3.04** The Engineering Services consist of all of the services required to be performed by the Engineer, Engineer employees and Engineer consultants under the terms of this Contract. Such services include normal civil engineering services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Engineer shall contract and employ, at his expense, consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the County.

**3.05** The Engineer shall designate a principal of the firm, acceptable to the County, who shall remain in charge of Professional Services through completion of the design and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the County, prior to replacement.

**3.06** The Engineer shall be responsible for the coordination of all drawings and design documents used on the Project. The Engineer shall also be responsible for the completeness and accuracy of all drawings and specifications, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

#### ARTICLE IV Conceptual Design

**4.01** Upon the issuance of the Purchase Order, the Engineer shall meet with each department of the County that is included in the design of the Project for the purpose of determining the detailed nature of the Project. The County shall designate a representative to act as the contact person on behalf of the County.

4.02 The Engineer shall determine the County's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons. Engineers shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The Engineer shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

4.03 The Engineer shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the County's request, the Engineer shall meet with the Commissioner's Court or appointed Committee to make a presentation of his or her report.

## ARTICLE V

### Preliminary Design

5.01 The County shall direct the Engineer to commence work on the Project design by approval of the Commissioner's Court. The Engineer shall meet with the County for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Engineer shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the character of the Project as to Engineer. The Engineer shall submit to the County a detailed design and estimate of the construction costs of the Project, based on current area, volume, or other unit costs.

5.03 Upon completion of the preliminary design of the Project, the Engineer shall meet with approved committee for Brazos County to make a presentation of the preliminary design of the Project. The Engineer shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Engineer's belief and if the Project requirements and construction can be completed within the project budget and schedule.

## ARTICLE VI

### Final Design

6.01 The County shall direct the Engineer to commence work on the final design of the Project by sending to the Engineer a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Engineer shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to materials, and such other elements as may be appropriate. The final design of the Project

shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Upon approval of the final design, the Engineer warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Engineer shall cooperate with Purchasing to obtain bids for the construction contract between the County and the Contractor. The Engineer hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the Project unless warranted by necessity and approved by the Commissioner's Court.

6.04 The Engineer shall assist the County with preparing complete contract documents sufficient to be advertised for bids by the County. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the County, the Engineer shall meet with the approved Committee for Brazos County and/or the Commissioner's Court to present the final design of the Project. The Engineer shall provide an explanation of the final design and cost estimate.

#### ARTICLE VII RFP Preparations & Evaluation

7.01 The Engineer shall assist the County in advertising for and obtaining bids or negotiating proposals for the construction of the Project if necessary. Upon request, the Engineer shall meet with the approved Committee and/or the Commissioner's Court to present, and make recommendations on the bids submitted for the construction of the Project.

7.02 The Engineer shall review the construction Contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Engineer shall evaluate each bid and provide these evaluations to the County along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Engineer, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Engineer shall review the substitution requested and approve or disapprove, with County's consent, such substitutions.

#### ARTICLE VIII Construction

8.01 The Engineer shall be a representative of, and shall advise and consult with, the County (1) during construction, and (2) at the County's direction from time to time during the correction, or warranty, period described in the construction contract. The Engineer shall have authority to act on behalf of the County only to the extent provided in this Contract unless modified by written instrument.

8.02 The Engineer shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the Contract documents. The Engineer shall periodically review the as-built drawings for accuracy and completeness, and shall report his or her findings to the County.

8.03 The Engineer shall keep the County informed of the progress and quality of the work by meeting weekly with the approved County Committee. The Engineer shall exercise the utmost care and diligence in discovering and promptly reporting to the County any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Engineer shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Engineer's review and approval shall include a determination whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Engineer shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Engineer shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Engineer shall issue all instructions of the County to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. The Engineer shall interpret the contract documents and judge the performance by the contractor constructing the Project, and the Engineer shall, within a reasonable time, render such interpretations and clarifications as deemed necessary for the proper execution and progress of the Work. The Engineer shall receive no additional compensation for providing clarification of the Drawings and Specifications.

8.07 The Engineer shall review the amounts owed to the construction contractor and recommend to the County, in writing, payments to the construction contractor of such amounts. The Engineer's recommendation of payment, being based upon the Engineer's on-site inspections and experience and qualifications as a design professional, shall constitute a recommendation by the Engineer to the County that the quality of such work is in accordance with the contract documents and that the work has

progressed to the point reflected in Engineer's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Engineer shall conduct an inspection of the site to determine if the Project is substantially complete. The Engineer shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Engineer for completion have been completed, the Engineer shall inspect the Project to verify final completion.

8.09 The Engineer shall not be responsible for the work of the construction contractor or any of the subcontractors, except that the Engineer shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Engineer's negligent acts or omissions. This provision shall not alter the Engineer's duties to the County arising from the performance of the Engineer's obligations under this Contract.

8.10 The Engineer shall conduct at least one on-site inspection during the warranty period and shall report to the County as to the continued acceptability of the work.

8.11 The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project without an advance, written authorization from the County.

8.12 The Engineer shall perform all of his or her duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Engineer shall assist the construction contractor and County in obtaining any necessary permits by accompanying governing officials during inspections of the Project if requested to do so by the County.

#### ARTICLE IX Change Orders & Documents & Materials

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the County. The Engineer shall not execute change orders on behalf of the County or otherwise alter the financial scope of the Project.

9.02 Written change orders that change the amount owed to the Engineer or a contractor must be approved by the County Judge, the County Commissioner of a Precinct in which all or part of the work is being performed. If the result of the change order will result in the total cost exceeding FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00, the change order must be approved by the Commissioner's Court. Change Orders that do not alter the approved budget shall be approved by the appropriate County representative. Any request by the Engineer for an increase



in the Scope of Services or an increase in the amount listed in paragraph 2.01 of this Contract shall be made and approved by the County prior to the Engineer providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Engineer and the County respecting any service provided or to be provided hereunder by the Engineer, including a dispute as to whether such service in addition to the Scope of Services included in this Contract, the Engineer agrees to continue providing on a timely basis all services to be provided by the Engineer hereunder, including any service as to which there is a dispute.

9.03 The Engineer shall furnish the County four sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the County at the County's expense. The Engineer shall provide the County two sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Engineer. The Engineer shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Engineer. The foregoing documentation, the work product, and other information in the Engineer's possession concerning the Project shall be the property of the County's from the time of preparation. The Engineer shall also furnish one set of digital files representing the final as-built mylars. The County may elect to only receive digital files in lieu of printed surveys, plans, etc.

9.04 The Engineer shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

9.04.1 The Engineer shall review properly prepared timely requests by the County or Contractor for changes in the work, including adjustments shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a Minor Change in the Work or recommend to the County that the requested change be denied.

9.04.2 If the Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change including any additional costs attributable to a changes in services of the Engineer. With the County's approval, the Engineer shall incorporate those estimates into a

Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

9.04.3 The Engineer shall maintain records relative to changes in the work.

## ARTICLE X

### Project Completion

10.01 The Engineer shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive from the Contractor and forward to the County's review and records, written warranties and related documents required by the contract documents and assembled by the Contractor, and shall issue a final certificate for Payment based upon a final inspection indicating the work complies with the requirements of the contract document.

10.02 The Engineer's inspection shall be conducted with the County's representative for the conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.

10.03 When the work is found to be substantially complete, the Engineer shall inform the County about the balance of the contract sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the work.

10.04 The Engineer shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## ARTICLE XI

### Warranty, Indemnification & Release

11.01 As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Engineer warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the

County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Engineer or the Engineer's employees, associates, agents, and subcontractors.

11.02 The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the County. The County's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the County's rights hereunder.

11.03 In all activities or services performed hereunder, the Engineer shall be deemed an independent contractor, and not an agent or employee of the County. The Engineer and his or her employees are not the agents, servants, or employees of the County. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this contract. Except for materials furnished by the County, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this contract.

11.04 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of his or her employees for the project.

11.05 Indemnity/Comparative Negligence: The Engineer shall indemnify the County only to the extent of the liability that was caused by the Engineer. To the fullest extent by law, the Engineer agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Engineer under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Engineer.

## **ARTICLE XII**

### **Insurance**

12.01 The Engineer shall procure and maintain required insurance at his or her sole cost and expenses for the duration of this agreement.

## **ARTICLE XIII**

### **Use of Drawings, Specifications and Other Documents**

13.01 The drawings, specifications and other documents prepared by the Engineer for this project shall become the property of the County whether or not the project is completed. The County shall be furnished and permitted to retain reproducible copies and electronic versions of Engineer's drawings, specifications and other documents.

13.02 The documents prepared by the Engineer may be used as a prototype for other facilities by the County. The County may elect to use the Engineer to perform the site adaptation and other engineering services involved in reuse of the prototype. If so, the Engineer is obligated to perform the work for an additional compensation that will fairly compensate the Engineer and required consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this contract.

13.03 In the event of termination of this agreement for any reason, the County shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

13.04 Only the details of the drawings relating to this project may be used by the Engineer on other projects, but they shall not be used as a whole without written authorization by the County. The County's furnished forms, conditions, and other written documents shall not be used on other projects by the Engineer.

#### ARTICLE XIV Termination

14.01 The County may terminate the Engineer at any time upon **thirty (30)** calendar day's written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

14.02 If, through any cause, the Engineer fails to fulfill his or her obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the County has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

14.03 No term or provision of this Contract shall be construed to relieve the Engineer of liability to the County for damages sustained by the County because of any breach of contract and/or negligence of the Engineer.

#### ARTICLE XV Mediation

15.01 Any claim dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, or a disputed and unpaid sum for such services, the Engineer may proceed in accordance with applicable

law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

15.02 The County and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the Dispute Resolution Center of Central Brazos Valley, located in Bryan, Texas.

15.03 The parties shall share the mediator's fee and any fees of mediation equally. The mediation shall be held in Bryan, Texas at the Dispute Resolution Center, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XVI

### Arbitration

16.01 Any claim, dispute or other matter in question arising out of or related to this Agreement shall not be subject to arbitration.

## ARTICLE XVII

### Miscellaneous Terms

17.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

County of Brazos  
Attn: Charles Wendt, Purchasing Agent  
200 South Texas Ave., Suite 352  
Bryan, TX 77803

Engineer:  
Gessner Engineering, LLC  
2501 Ashford Drive  
College Station, Texas 77840

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

17.04 This Contract represents the entire and integrated agreement between the County and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

17.05 This Contract and all rights and obligations contained herein, may not be assigned by the Contractor without the prior written approval of the County.

17.06 If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17.07 The Engineer and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required.

17.08 The Engineer acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.

17.09 This contract will be effective when signed by the Engineer and approved and signed by Commissioner's Court.

17.10 Notice of Indemnification. County and Engineer hereby acknowledge and agree this contract contains certain indemnification obligations and covenants.

SIGNED the 2nd day of August, 2017.

Brazos County

ENGINEER

Name: Duane Peters

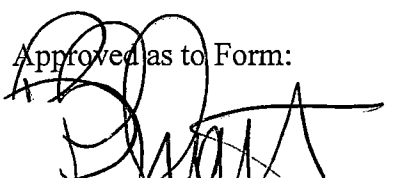
Name: JOHANNA GESSNER

Title: County Judge

Title: CEO

Attest:

  
\_\_\_\_\_  
COUNTY Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Assistant COUNTY Attorney

Scope of Services

To be negotiated



# Exhibit "A"

## 2017 PROFESSIONAL SERVICES RATE SCHEDULE

Rates include all normal charges for materials, equipment and labor within the scope of the proposed work. Additional fees will be specified.

### TRAVEL & SUBSISTENCE

Where reimbursable expenses apply, all travel and subsistence expenses are invoiced at actual cost. Cost of mileage for any company owned vehicle is computed at a rate of \$0.75 per mile. There is no mileage charge for company owned vehicles when the project site is within 30 miles of the nearest Gessner Engineering office (College Station or Brenham).

### SUBCONTRACTING

All subcontracted services are invoiced at actual cost. These include but are not limited to reproduction, professional consultants, subcontracted services, rented or leased equipment and direct expendable supplies

### TERMS OF PAYMENT

Invoices are submitted monthly for all services rendered during the previous month or upon the date of completion. Payment of invoice is due upon receipt.

### PERSONNEL

EMPLOYEE TYPE	BILLING RATE (PER HOUR)
Clerical	\$44.00
Designer	\$80.00
Draftsman	\$50.00
Graduate Engineer I	\$65.00
Graduate Engineer II	\$105.00
Principal	\$200.00
Professional Engineer	\$125.00
Senior Engineer	\$150.00

Please contact our Proposals Department at [proposals@gessnerengineering.com](mailto:proposals@gessnerengineering.com) with any project inquiries.

### GESSNER ENGINEERING

CIVIL   STRUCTURAL   GEOTECHNICAL   LAND SURVEYING   CONSTRUCTION MATERIALS TESTING

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gessner Engineering, LLC  
College Station, TX United States

Certificate Number:  
2017-243350

Date Filed:  
07/31/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County for Civil Engineering and Drainage

Date Acknowledged:

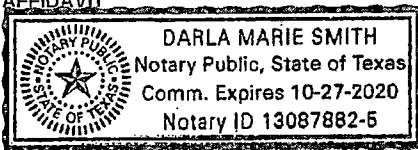
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17-273  
Civil Engineering and Drainage

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Peter, Jeremy	College Station, TX United States	X	
	Gessner, Thomas	College Station, TX United States	X	
	Gessner, Johanna	College Station, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ALAN DOCK, this the 31<sup>st</sup> day of July, 20 17, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

DARLA SMITH  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

## **AGREEMENT BETWEEN COUNTY AND SURVEYOR**

---

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

---

This Contract is between the Brazos COUNTY, Texas, ("the COUNTY") and Strong Surveying (the "SURVEYOR"), whereby the SURVEYOR agrees to provide the COUNTY with certain professional services as described herein and the COUNTY agrees to pay the SURVEYOR for those services. The term of this contract shall be from August 8, 2017 through May 31, 2020.

### **ARTICLE I** **SURVEYOR'S RESPONSIBILITY**

#### **1.1 SURVEYOR'S SERVICE**

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

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

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

2.1 In consideration of the unit price compensation stated in paragraph 7.1, the SURVEYOR agrees to provide the COUNTY with the professional services as described in RFQ # 17-273 and the SURVEYOR'S response to RFQ # 17-273, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: SURVEYOR Services

**ARTICLE III**  
**COUNTY'S RESPONSIBILITY**

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

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

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

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

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

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

**ARTICLE IV**  
**USE OF SURVEYOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

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

4.2 All documents including reports, drawings and specifications prepared by the SURVEYOR pursuant to this Agreement are instruments of service in respect of the Project.

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

## **ARTICLE V**

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

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

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

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

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

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

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

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

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

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

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run

not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

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

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

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

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

6.8 SURVEYING SERVICES: In accordance with the Professional Land Surveying Practices Act of 1989, the COUNTY is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

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

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

COUNTY of Brazos  
Attn: Charles Wendt, Purchasing Agent  
200 South Texas Ave., Suite 352  
Bryan, TX 77803

SURVEYOR:  
Strong Surveying  
1722 Broadmoor, STE. 105  
Bryan, Texas 77802

**ARTICLE VII**  
**PAYMENTS TO THE SURVEYOR**

7.1 In consideration of the SURVEYOR's provision of the Surveying Services in compliance with all terms and conditions of this contract, the COUNTY shall pay the SURVEYOR according to the terms set forth in Exhibit "A". Except in the event of a duly authorized change order, approved by the COUNTY as provided in this Contract, the cost of Surveying Services provided under this contract may not exceed the unit prices provided in Exhibit "A".

7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES. Upon approval by the COUNTY or the COUNTY'S designee of the SURVEYOR'S statement of services rendered or expenses incurred, payment on account of the SURVEYOR'S Additional Services and for Reimbursable Expenses shall be made monthly.

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

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

7.5 LIMIT OF APROPRIATION. Prior to the execution of this Agreement, the SURVEYOR has been advised by the COUNTY and the SURVEYOR fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that SURVEYOR may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the SURVEYOR hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum of the issued Purchase Order including executed change orders.

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

**ARTICLE VIII**  
**PERFORMANCE AND COST**

8.1. The SURVEYOR shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among SURVEYORS (skilled in design of projects of similar scope) in the location in which the SURVEYOR practices or Brazos COUNTY, Texas, whichever area displays the higher standard. All Surveying Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

8.2 To initiate work, the COUNTY will provide a Scope of Work, hereinafter "Scope". Each Scope will include a general description of the requested work and a timeframe for completion.

8.3 The SURVEYOR will reply with a Pricing Proposal that includes the hours or units required to complete the scope of work, considering the unit prices in Exhibit "A", as well as a schedule with the appropriate milestones.

8.4 Prior to the issuance of a Purchase Order, the Pricing Proposal must be signed by the COUNTY Judge or a Commissioner of a Precinct in which all or part of the work is to be performed.

8.5 In the event the pricing proposal exceeds FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) the proposal will require the approval of the Commissioners Court.

8.6 Once approved, the COUNTY will issue a Purchase Order with the attached Scope and Pricing Proposal. Issuance of the Purchase Order to the SURVEYOR will constitute a release to begin work on the specified project.

8.7 Time is of the essence of this Contract. The SURVEYOR shall be prepared to provide the Surveying Services in the most expedient and efficient manner possible in order to complete the work in a timely manner. The SURVEYOR's Schedule shall include allowances for periods of time required for the COUNTY's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which SURVEYOR has control shall not be exceeded without written approval from the Commissioner's Court or their designee.

8.8 The Surveying Services consist of all of the services required to be performed by the SURVEYOR, SURVEYOR employees and SURVEYOR consultants under the terms of this Contract. Such services include normal Surveying services, and any other services that are normally or customarily furnished and reasonably necessary for the Project. The SURVEYOR shall contract and employ, at his expense, consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the COUNTY.

8.9 The SURVEYOR shall designate a principal of the firm, acceptable to the COUNTY, who shall remain in charge of Professional Services through completion of the survey and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the COUNTY, prior to replacement.

8.10 The SURVEYOR shall be responsible for the coordination of all drawings and design documents used on the Project. The SURVEYOR shall also be responsible for the completeness and accuracy of all drawings and specifications, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

## **ARTICLE IX**

### **OTHER CONDITIONS OR SERVICES**

#### **9.1 INSURANCE**



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

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

## 9.2 PERIODS OF SERVICE

9.2.1 The SURVEYOR shall begin work immediately upon receipt of the Purchase Order. The project will proceed according to the schedule shown the Scope of Work and Pricing Proposal. The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the SURVEYOR.

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

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

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

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

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

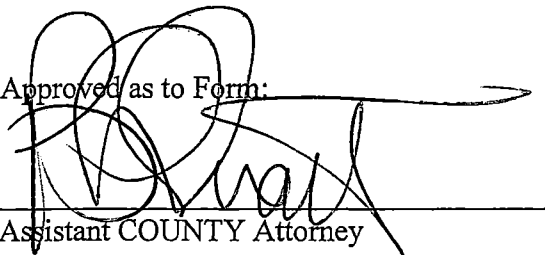
BRAZOS COUNTY, TEXAS

  
Duane Peters, COUNTY Judge

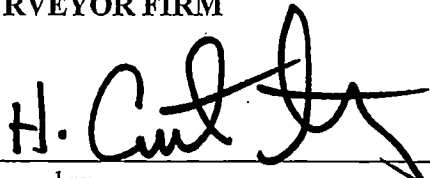
Acting by and through the authority of  
the Brazos COUNTY Commissioners Court

Attest:

  
COUNTY Clerk

Approved as to Form:  
  
Assistant COUNTY Attorney

SURVEYOR FIRM

  
by:  
Principal **H. CURTIS STRONG**  
**7/28/17**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Strong Surveying, LLC  
Bryan, TX United States

Certificate Number:  
2017-243414

Date Filed:  
07/31/2017

Date Acknowledged:

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.

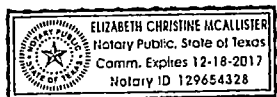
17-273  
Surveying

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Strong, Angela	Bryan, TX United States	X	
	Strong, H Curtis	Bryan, TX United States		X

5 Check only if there is NO interested party. ☐

## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

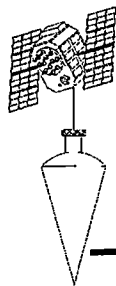


*Angela Strong*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Angela Strong, this the 18 day of August, 2017, to certify which, witness my hand and seal of office.

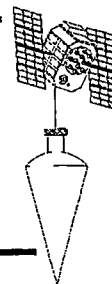
*Elizabeth Christine McAllister* *Notary*  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



# STRONG SURVEYING

1722 Broadmoor Ste. 105  
Bryan, Texas 77802  
Phone: (979) 776 – 9836  
FIRM NO. 10093500

Email: [curtis@strongsurveying.com](mailto:curtis@strongsurveying.com)



January 1, 2017

## RATE SHEET FOR PROFESSIONAL LAND SURVEYING SERVICES

### FIELD CREW RATES AS OF JANUARY 1, 2017

2 MAN GPS RTK OR STATIC	-	\$ 150.00 per hr.
1 MAN ROBOTIC TOTAL STATION	-	\$ 125.00 per hr.
2 MAN TOTAL STATION	-	\$ 125.00 per hr.
3 MAN TOTAL STATION	-	\$ 150.00 per hr.

### OFFICE RATES AS OF JANUARY 1, 2016

OFFICE - SECRETERIAL	-	\$ 35.00 per hr.
DEED RESEARCH	-	\$ 55.00 per hr.
CAD DRAFTING	-	\$ 55.00 per hr.
OFFICE TECH	-	\$ 65.00 per hr.
RPLS	-	\$ 85.00 per hr.

Notice: This Rate Sheet is confidential and intended for the sole use of the person that it was sent to. It may not be distributed to anyone without prior written approval of Strong Surveying.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM: Renewal of IQ #18-020R for Pest Control services with Allstar Pest Control. Previously known as 2016-09.

TO: Commissioners Court

FROM: Christy Norton

DATE: 07/31/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Renewal of IQ #18-020R for Pest Control services with Allstar Pest Control. Previously known as 2016-09.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Original Contract - Allstar Pest Control.pdf](#)

Original Contract

Backup Material

[18-020R tabulation.xlsx](#)

Tabulation

Backup Material

[renewal letter.pdf](#)

Renewal letter signed by vendor

Backup Material



# Brazos County Purchasing Department

200 SOUTH TEXAS AVE. SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

July 24, 2017

Allstar Pest Control  
8899 Green Branch Loop  
Bryan, TX 77808

Phone: 979-229-2855

Re: *Renewal of Contract #18-020R Pest Control.*

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Pest Control Service 18-020R, previously known as 2016-09.*

This renewal term will be for one year starting October 1, 2017 through September 30, 2018. All terms, conditions, and pricing shall remain the same.

To accept the renewal please fill out the information and sign below. Return the signed documents by email to [cnorton@brazoscountytexas.gov](mailto:cnorton@brazoscountytexas.gov) or fax to (979) 361-4293. Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4291.

Contact Name: Billy Hoyt Telephone: 979-229-2855

E-Mail: hoytbilly@aol.com Fax: \_\_\_\_\_

ALLSTAR PEST CONTROL

[Signature]  
Authorized Signature

7-25-17  
Date

BRAZOS COUNTY  
[Signature]  
Duane Peters, County Judge

8/8/17  
Date

# IQ 18-020R Pest Control: previously known as 2016-09

October 1, 2017 - September 30, 2018

		ORTHO	ORKIN	ABC	SHAMROCK	RP LEE	ALLSTAR	SWOBODA
1	Brazos County Courthouse	\$70.70	\$100.00	\$100.00	\$80.00	\$110.00	\$90.00	NO BID
2	Tax Office Space	\$36.30	\$30.00	\$60.00	\$30.00	\$45.00	\$35.00	NO BID
3	Maintenance Building	\$36.30	\$30.00	\$30.00	\$25.00	\$20.00	\$35.00	NO BID
4	Health Department	\$43.97	\$30.00	\$50.00	\$25.00	\$25.00	\$30.00	NO BID
5	Adult Probation	\$45.38	\$30.00	\$35.00	\$25.00	\$25.00	\$35.00	NO BID
6	Brazos Center/Museum	\$86.63	\$75.00	\$100.00	\$60.00	\$75.00	\$65.00	NO BID
7	Arena Hall	\$27.23	\$30.00	\$40.00	\$30.00	\$25.00	\$30.00	NO BID
8	Ag Extension	\$20.30	\$30.00	\$35.00	\$25.00	\$20.00	\$30.00	NO BID
9	Road and Bridge	\$89.10	\$30.00	\$40.00	\$25.00	\$25.00	\$30.00	NO BID
10	Detention Center/Jail	\$247.50	\$100.00	\$100.00	\$100.00	\$110.00	\$90.00	NO BID
11	Juvenile Justice + 2 Portable Buildings	\$165.00	\$80.00	\$90.00	\$75.00	\$25.00	\$75.00	NO BID
12	Administration Building	\$78.38	\$40.00	\$50.00	\$35.00	\$80.00	\$40.00	NO BID
13	Sheriff's Office	\$82.50	\$40.00	\$45.00	\$35.00	\$35.00	\$30.00	NO BID
14	Maxwell Building	\$35.31	\$30.00	\$45.00	\$25.00	\$25.00	\$35.00	NO BID
15	Expo Center	\$371.21	\$100.00	\$115.00	\$90.00	\$150.00	\$95.00	NO BID
16	Brazos County Storage	\$16.50	\$20.00	\$25.00	\$20.00	\$25.00	\$25.00	NO BID
17	JP Pct. 3	\$23.93	\$30.00	\$35.00	\$25.00	\$25.00	\$30.00	NO BID
18	Low Risk Facility	\$49.50	\$35.00	\$50.00	\$30.00	\$40.00	\$35.00	NO BID
19	Old MHMR Building	\$35.97	\$40.00	\$40.00	\$35.00	\$35.00	\$35.00	NO BID
20	Old Tax Office	\$78.54	\$30.00	\$40.00	\$30.00	\$20.00	\$30.00	NO BID
21	Fleet Services						\$30.00	
	Total	\$1,640.25	\$930.00	\$1,125.00	\$825.00	\$940.00	\$930.00	\$0.00

Recommended Award : Allstar Pest Control.

Approved by Commissioner's Court on this 8<sup>th</sup> day of August, 2017 by Brazos County Judge holding the position of



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Approval of Service Agreement #18-042 for shredding services for Records Management  
TO: Commissioners Court  
FROM: Charles Wendt  
DATE: 07/18/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Approval of shredding agreement #18-042 shredding services for Records Management

**ATTACHMENTS:**

**File Name**

[Brazos County 95-gal IM-  
45 Shredding Agreement.pdf](#)

**Description**

#18-042Service agreement effective September 1, 2017

**Type**

Backup Material





SECURE SHREDDING SERVICES AGREEMENT

This Secure Shredding Services Agreement ("Agreement") between Iron Mountain Secure Shredding, Inc. ("IM") and "Customer" is effective as of September 1, 2017.

<b>Customer:</b>	Name	Brazos County Records Management	Address	200 Texas Ave. Suite 168	
	City	Bryan	State	TX	Zip 77803
	Contact Name	Lynn Allen	T:	979-361-4565	
	Contact Email	lallen@co.brazos.tx.us	F:		
	District Name	Houston	Customer ID	TBD	Sales Re ID GM3
<b>IM:</b>			Name	Grant	Mahnken

CUSTOMER: <u>Brazos County</u>	IRON MOUNTAIN SECURE SHREDDING, INC.
Sign and date: <u>[Signature]</u> <u>9/18/17</u>	Sign and date:
Print Title: <u>Brazos County Judge</u>	Print Title:

Pricing			
Services Description for Recurring Paper Shredding Services (the "Service Description")			
<input type="checkbox"/> On-site (Mobile) <input checked="" type="checkbox"/> Off-site		Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 Weeks <input checked="" type="checkbox"/> Every 4 Weeks <input type="checkbox"/> Other	
Unit Type	#	Price Per	Total
Secure Console	x	\$	= \$ 0.00
65-Gallon Bin	x	\$	= \$ 0.00
95-Gallon Bin	10 x	\$ 12.00	= \$ 120.00
Minimum Service Charge Per Visit		\$ 40.00	
Estimated Total Per Service Visit			= \$ 120.00
Service Notes: Every 4 weeks with flexibility for change due to low volume or high volume months			
One-Time Paper Shredding Services - Offsite Only			
Selection	# Included	Price Per	Total
<b>Box Shredding</b> Size: 1.2 CF Rate			
<input type="checkbox"/> Small	1-20	\$ 275	= \$
<input type="checkbox"/> Medium	21-50	\$ 429	= \$
<input checked="" type="checkbox"/> Large	51-100	\$ 579	= \$
Additional Box	x	\$	= \$ 0.00
Estimated Total			= \$
<b>Bin Shredding</b> Rate			
<input type="checkbox"/> Extra Small	1 Bin	\$ 150	= \$
<input type="checkbox"/> Small	2-5	\$ 329	= \$
<input type="checkbox"/> Medium	6- 13	\$ 579	= \$
<input type="checkbox"/> Large	14-21	\$ 829	= \$
Additional Bin	x	\$	= \$ 0.00
Estimated Total			= \$
Service Notes:			

Section 1 below does not apply in the event of one time projects.

**Additional Services (All other services, not specifically listed, will be charged at IM's then current rates.)**

-Additional charge for Unscheduled Service Visit: \$60.00/ visit	- Shredding of Standard 1.2 Cubic Foot Carton: \$5.00/ carton
- Container drop off fee of \$10 (waived for initial install)	
- Transportation surcharges apply. IM's transportation surcharge policies, including fuel, may be found at <a href="http://cic.ironmountain.com/Transportation-Service-Charges">http://cic.ironmountain.com/Transportation-Service-Charges</a> .	

Please refer to the Iron Mountain Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a glossary of terms and further detail regarding services, certifications, standard processes, and billing.

IRON MOUNTAIN STANDARD TERMS AND CONDITIONS

1. Term and Termination

- 1.1. **Term.** This Agreement shall commence on the Effective Date set forth above and, unless otherwise provided in the Schedule, shall continue in effect for three (3) years with automatic renewal for successive one (1) year terms (the "Term"), unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date or otherwise terminated in accordance with this Section 1.
- 1.2. **Termination.** Either party may terminate this Agreement if the other materially breaches this Agreement, provided that the breaching party has not been able to cure the breach within sixty (60) days after receiving written notice of such termination from the non-breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and

payable. Upon termination, Customer shall permit IM to retrieve all IM secure containers and other property kept at Customer site, and IM shall have no obligation to provide further Services to Customer. The parties agree that in the event Customer fails to deliver materials for shredding in accordance with the Service Description above more than three consecutive times or cancels scheduled on site services more than three consecutive times, such incidents shall be deemed a material breach.

- 1.3. **Effect of Early Termination.** In the event that either (i) IM terminates the Agreement due to Customer's material breach as permitted under Section 1.2; or (ii) Customer terminates the Agreement without cause, Customer agrees that it will be difficult to determine actual damages IM may suffer as a result of such termination and Customer will be required to pay IM an early termination fee in the amount of 50% of the average monthly invoice for the last six (6) months, excluding those with a balance of zero (\$0) dollars, multiplied by the number of months remaining in the term (the "Early Termination Fee"). The parties further agree that the Early Termination Fee is a reasonable estimate of the probable loss that IM would suffer under the circumstances indicated.
2. **Payment** - All fees for the Services shall remain fixed for the first year of this Agreement, and may thereafter be adjusted by IM at any time upon thirty (30) days' written notice. Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment.
3. **Responsibilities**
  - 3.1. **Right to Rely on Instructions.** IM may act in reliance upon any instruction, instrument or signature reasonably believed by IM to be genuine, and may assume that any employee of Customer or Customer affiliates or subsidiaries giving any written notice, request or instruction has the authority to do so.
  - 3.2. **Hazardous Materials.** Customer shall not deposit into secure containers nor deliver to IM any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where IM employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this provision.
4. **Force Majeure** - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its control.
5. **Confidentiality** - "Confidential Information" means any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent, except as authorized in Section 6. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
6. **Referral Right** - IM shall have the right to use Customer's name in connection with discussing opportunities with prospective customers.
7. **Limitation of Liability** - IM shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to IM's negligence. IM's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amount paid by Customer with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. **IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
8. **Presenting Claims**- Customer must present any claim with respect to the Services in writing to IM within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
9. **Warranty** - Customer warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to IM hereunder. Customer agrees to reimburse IM for any expenses reasonably incurred (including reasonable legal fees) by IM as a result of IM's compliance with Customer instructions regarding the disposition of such materials.
10. **Miscellaneous**
  - 10.1. **Notices.** All notices hereunder shall be in writing and addressed to either party at its address given above. Notices to IM shall be sent to the attention of its General Manager.
  - 10.2. **Binding Nature and Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 10.5, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer.
  - 10.3. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the Services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
  - 10.4. **Additional Services.** This Agreement sets forth the complete terms and conditions for Services to be provided hereunder. In the event that Customer requires other services related to the management and storage of records and/or media, Customer shall contract for such records/media management and storage services under Iron Mountain's standard Customer Agreement. In the event any such records/media management and storage services are provided under the Customer account number associated with this Agreement, such services shall be governed by the terms and conditions of the aforementioned Iron Mountain Customer Agreement.
  - 10.5. **Services Provided by Third Parties.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Furthermore, IM may procure the services of any responsible third party, subject to IM's management approval process for third party providers, to perform all or part of the Services, but IM shall remain liable for all Services performed for Customer.
  - 10.6. **Choice of Law.** This Agreement shall be governed by the law of the state in which Customer's office identified in this Agreement is located excluding conflicts of laws principles.



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Road and Bridge      NUMBER: CC 2017 - Utility Permit - Atmos Energy Corporation - Sand Creek Road - Pipeline Crossing 1.3 miles

DATE OF COURT MEETING: 8/8/2017

ITEM: Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Sand Creek Road 1.3 miles northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 08/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**      **Type**

[Utility Permit - Atmos Energy Corporation - Sand Creek Road - Pipeline Crossing 1.3 miles northwest of SH 21.pdf](#)

Utility Permit -  
Atmos Energy  
Corporation -  
Sand Creek  
Road - Pipeline  
Crossing 1.3  
miles northwest  
of SH 21      Backup  
Material

13

**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

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DEPARTMENT: Road & Bridge

MEETING DATE: August 8, 2017

SUBJECT: Utility Permit – Atmos Energy Corporation

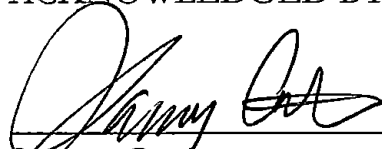
Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Sand Creek Road 1.3 miles northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

SUBMITTED BY:



Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:



Sammy Catalena  
Commissioner Precinct 2

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 8/8/17

**APPLICATION FOR PIPELINE UTILITY PERMIT**  
**DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY**

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

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

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Sand Creek Road	50'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

16" Diameter 0.375 Wall Thickness

☒ High Pressure Underground Pipeline (60 psi or greater operating pressure)

☐ Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification steel

Minimum Yield Strength 52,000 psi

Maximum Operation Pressure N/A

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60<sup>th</sup> day, Company will be required to apply for a new permit.

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

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

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

*In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.*


*Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.*

*This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.*

*In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.*

*Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.*

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

Atmos Energy Corporation  
Company Name  
Micah McMillan  
By:   
Signature  
Rep. Right of Way Agent  
Title  
P.O. Box 1294  
Address  
Van TX 75790  
City State Zip  
903 - 258 - 3322  
Phone Number  
mcmillan, micah@gmail.com  
Email:

## PIPELINE UTILITY APPROVAL

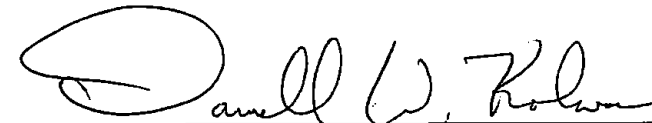
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 4- except as noted below:  
(Month/Day/Year)

EXCEPTIONS:

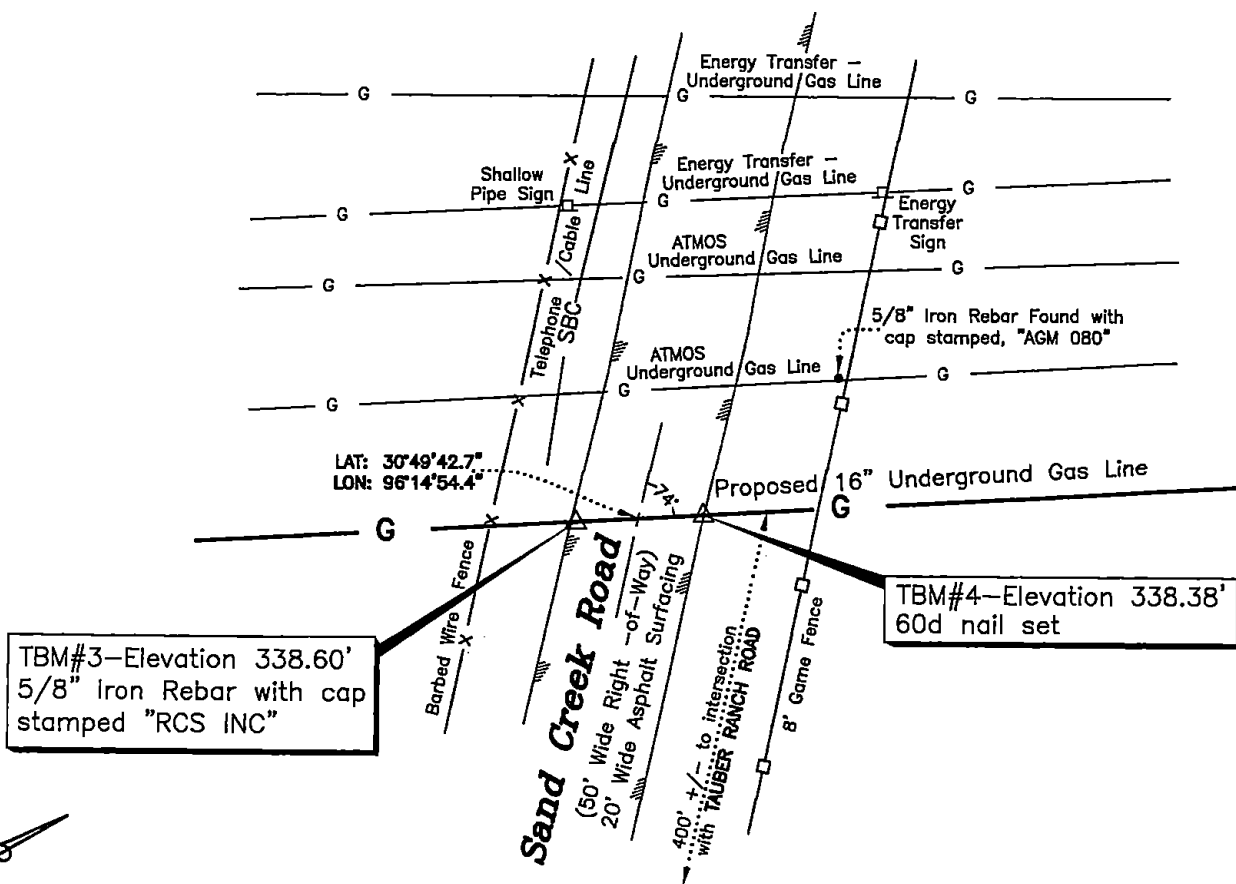
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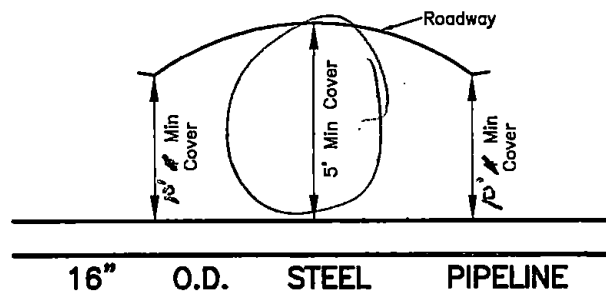
  
for Brazos County Engineer

NOTE: Pipeline crossing under Sand Creek Road must be a minimum of 10' below the bottom of each ditch.



SCALE: 1 inch = 30 feet

### PLAN VIEW



### ELEVATION VIEW

Casing Size = NA Pipe Size = 16"  
 Wall Thick = NA Wall Thick = 0.375"  
 Length = NA

Name of road crossing:  
 Company:  
 Submitted by:  
 Dated:

PROJECT NUMBER: 180.35975  
 TASK NUMBER:

**Sand Creek Road**  
 Atmos Energy Company  
 Larry Turpin  
 April 24, 2017

**Turpin Engineering, LLC.**

Larry J. Turpin, P.E.  
 Turpin Engineering, LLC  
 100 I-45 North, Suite 210  
 Conroe, Texas 77301  
 Office (936)703-5210

*Sketch showing Plan & Profile for a Proposed 16" Atmos Gas Line, crossing SAND CREEK ROAD, being part of the Y. P. ALSBERY SURVEY, Abstract Number 66, in Bryan, Brazos County, Texas. Compiled April 24, 2017.*

**ATMOS**  
 energy

FOR: Atmos Energy JOB NO. 17052  
 DWG NAME: 17052-PPS-LINE8B  
 DISK: S:/RCS Jobs-2017  
 DRAWN BY: J.R.G. DATE: 04/24/17



Atmos Pipeline crossing

Sand Creek Rd

© 2017 Google

21

Google

1995

Imagery Date: 11/19/2016 30°49'20.16" N 96°14'28.94" W elev 308

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

**A. General Requirements**

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

**B. Safety Requirements**

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

**C. Traffic Control Plan**

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
  3. Plan must set forth the time of completion for the job.

**D. Design Standards**

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

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
  - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

**E. Emergency work**

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

**F. Repairs to existing facilities**

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

**G. Relocation of utilities**

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

**H. High Pressure Pipelines**

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

4. Petroleum Pipelines:

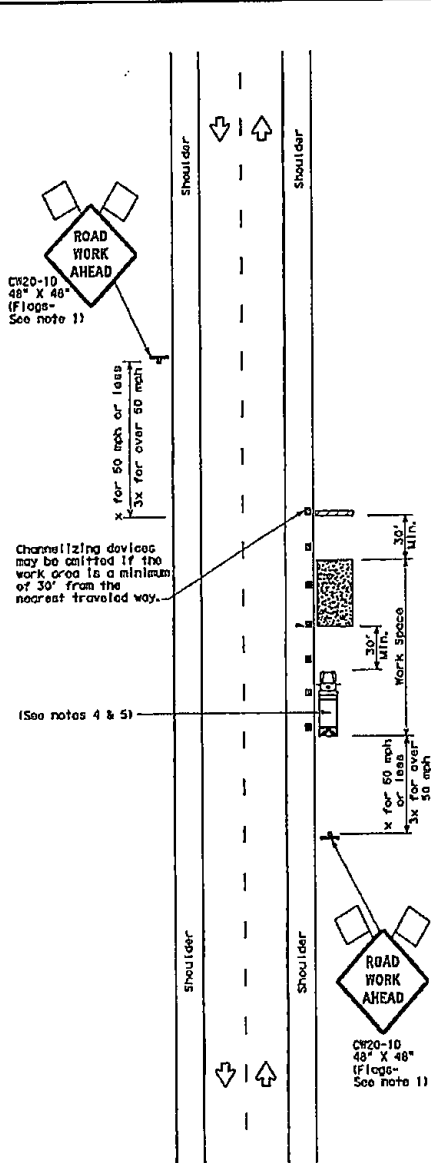
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"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

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

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

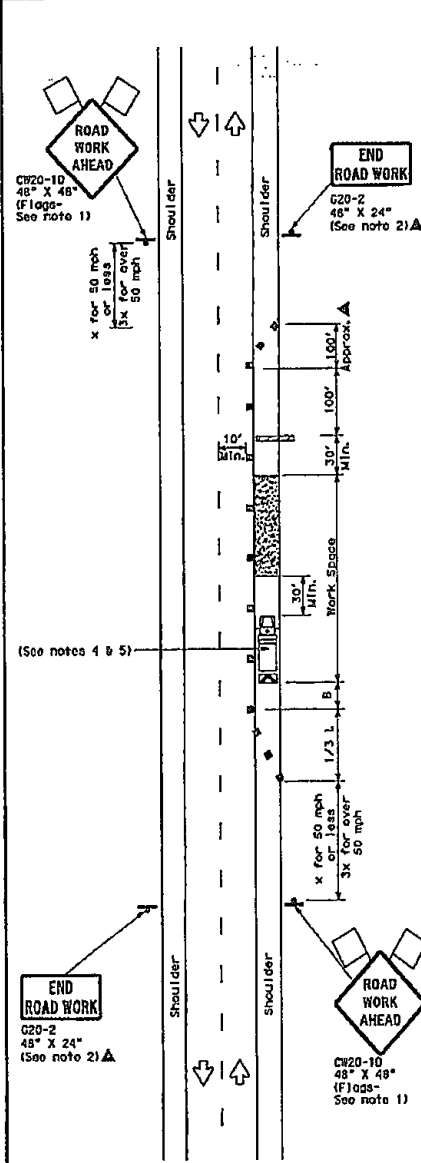
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any specific use of this standard. The user assumes all liability for any use of this standard in other projects or for incorrect results or damages resulting from its use.

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



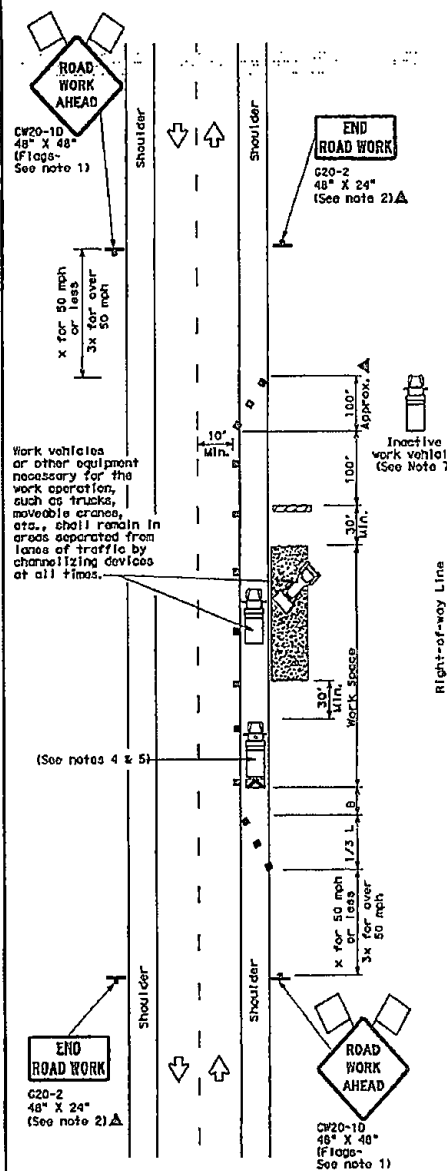
TCP (2-1a)

WORK SPACE NEAR SHOULDER  
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER  
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER  
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed "M"	Formula	Minimum Usable Taper Lengths "X"			Suggested Maximum Spacing of Channelizing Devices "X"		Minimum Sign Spacing "X"	Suggested Longitudinal Buffer Space "X"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	"X"
30	L = WS/2	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

\* Conventional Roads Only

XXX Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

#### GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

#### TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

© TxDOT December 1995	LOW TRAFFIC	ONE TRAFFIC	TWO TRAFFIC	THREE TRAFFIC
REVISIONS	DATE	BY	CHKD	DATE
2-94 2-12				
3-94 1-27				
4-97 1-30				
1-01				



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Road and Bridge      NUMBER: CC 2017 - Utility Permit - Atmos Energy Corporation - Fickey Road - Pipeline Crossing 5,325 miles no

DATE OF COURT MEETING: 8/8/2017

ITEM: Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Fickey Road 5,325 feet northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 08/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Utility Permit - Atmos Energy Corporation - Fickey Road - Pipeline Crossing 5 325 feet northwest of SH 21.pdf](#)

Utility Permit - Atmos Energy Corporation - Fickey Road - Pipeline Crossing 5,325 feet northwest of SH 21      Backup Material



**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

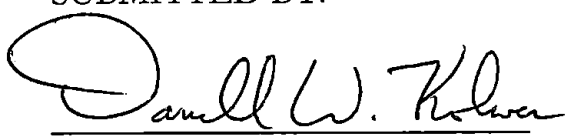
DEPARTMENT: Road & Bridge

MEETING DATE: August 8, 2017

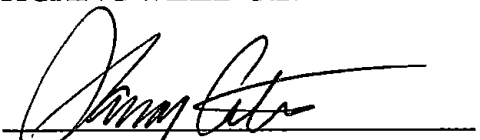
SUBJECT: Utility Permit – Atmos Energy Corporation

Consider and take action on the Atmos Energy Corporation utility permit to construct a road bore for a 16-inch pipeline crossing under Fickey Road 5,325 feet northwest of SH 21. Crossing will maintain a minimum depth of 10 feet below the ditch flowline. Site is located in Precinct 2.

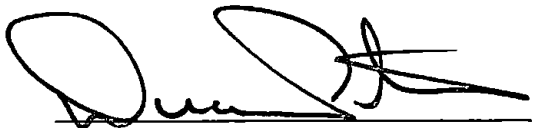
SUBMITTED BY:

  
Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:

  
Sammy Catalena  
Commissioner Precinct 2

This request is ☒ APPROVED / ☐ DENIED by Commissioners' Court

  
Duane Peters, County Judge

DATE: 8/8/17



**APPLICATION FOR PIPELINE UTILITY PERMIT**  
**DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY**

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

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

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Fickey Road	70'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

16" Diameter 0.375 Wall Thickness

☒ High Pressure Underground  
Pipeline (60 psi or greater  
operating pressure)

☐ Low Pressure Underground  
Pipeline (60 psi operating  
pressure)

Material Specification steel

Minimum Yield Strength 52,000 psi

Maximum Operation Pressure N/A

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60<sup>th</sup> day, Company will be required to apply for a new permit.

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

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

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

*In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.*

*Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.*

*This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.*

*In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.*

*Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.*

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

Atmos Energy Corporation  
Company Name  
Micah McMillan  
By: Micah McMillan  
Signature  
Rep. Right of Way Agent  
Title  
P.O. Box 1294  
Address  
VAN TX 75790  
City State Zip  
903-258-3322  
Phone Number  
mcmillan.micah@gmail.com  
Email:

## PIPELINE UTILITY APPROVAL

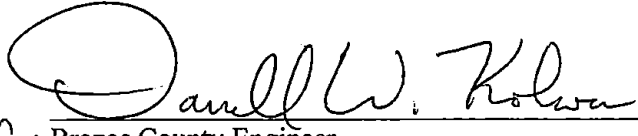
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 4-24-17 except as noted below:  
(Month/Day/Year)

EXCEPTIONS:

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for Brazos County Engineer

NOTE: Pipeline crossing under Fickey Road must be a minimum of 10' below the bottom of each ditch.

**Turpin Engineering, LLC.**  
 Larry J. Turpin, P.E.  
 Turpin Engineering, LLC  
 100 I-45 North, Suite 210  
 Conroe, Texas 77301  
 Office (936) 703-5210

**Sketch showing Plan & Profile for a  
 Proposed 16" Atmos Gas Line, crossing  
 Fickey Road, being part of the  
 I. CURD SURVEY, Abstract Number 11,  
 in Bryan, Brazos County, Texas.  
 Compiled April 24, 2017.**

FOR: Atmos Energy JOB NO. 17052  
 DWG NAME: 17052-PPS-LINE88  
 DISK: S:/RCS Jobs-2017  
 DRAWN BY: J.R.G. DATE: 04/24/17

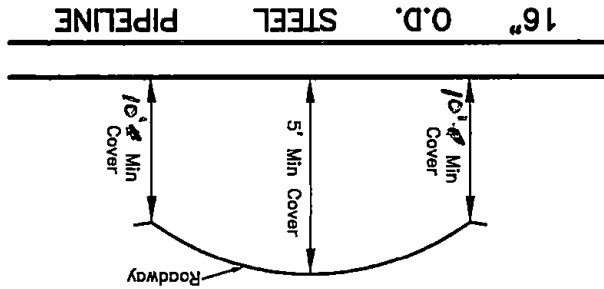
**ATMOS**  
 energy

Casing Size = NA Pipe Size = 16" Wall Thick = NA  
 Length = NA

Name of road crossing: **Fickey Road**  
 Company: Atmos Energy Company  
 Submitted by: Larry Turpin  
 Dated: April 24, 2017

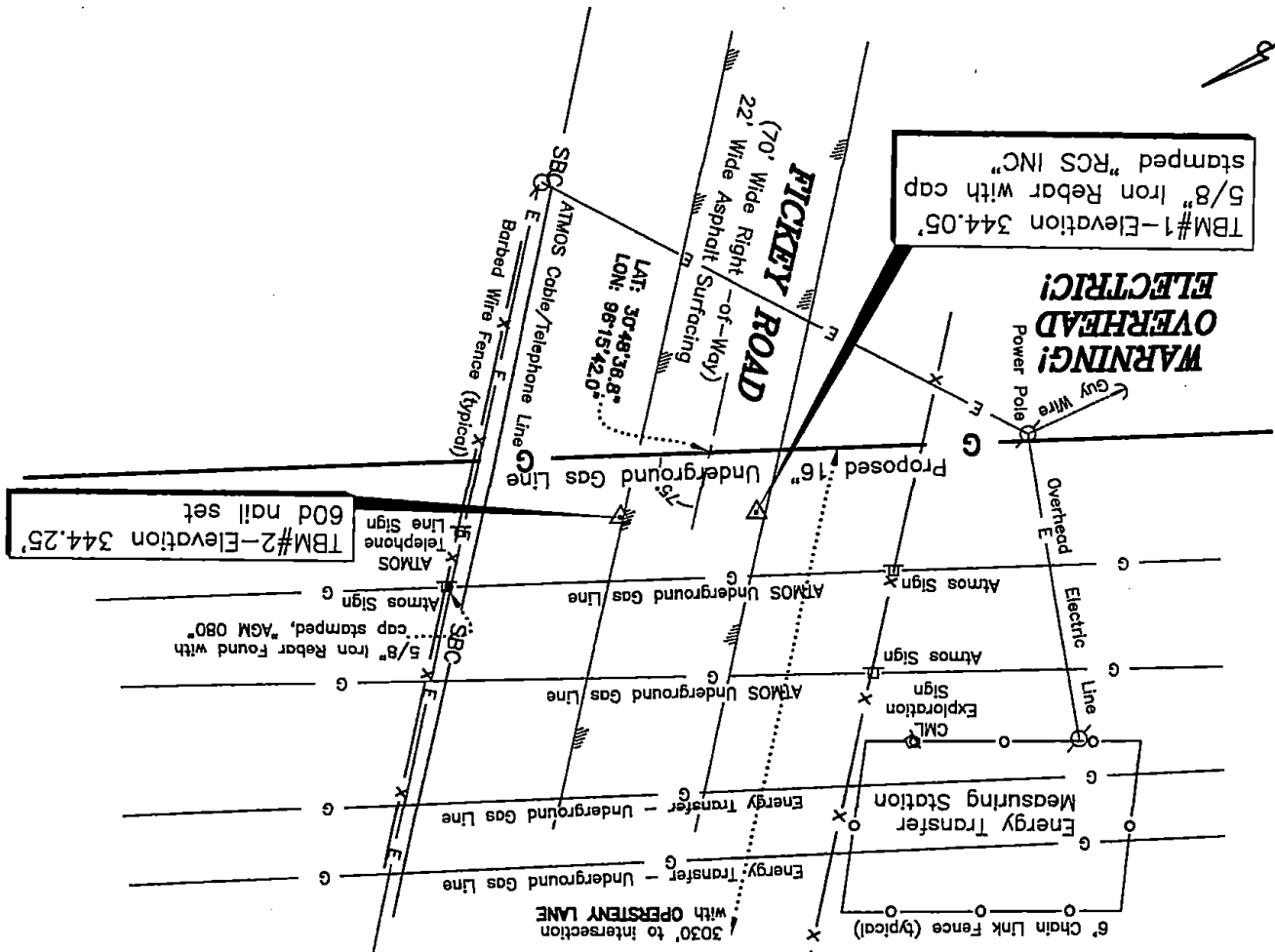
PROJECT NUMBER: 180.35975  
 TASK NUMBER:


**ELEVATION VIEW**



**PLAN VIEW**

SCALE: 1 inch = 30 feet



An aerial photograph showing a rural landscape. A light-colored pipeline runs diagonally from the top left towards the center. A road crosses the pipeline. In the bottom right, there is a cluster of buildings and a road. The terrain is mostly dark, suggesting vegetation or fields.

Atmos Pipeline crossing

Fickey Road Estates

© 2017 Google

Imagery Date: 11/19/2016 30°48'16.19"

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

**A. General Requirements**

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

**B. Safety Requirements**

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

**C. Traffic Control Plan**

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
  3. Plan must set forth the time of completion for the job.

**D. Design Standards**

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



- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
  - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

**E. Emergency work**

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company



shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

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**G. Relocation of utilities**

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

**H. High Pressure Pipelines**

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

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

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.
4. Petroleum Pipelines:

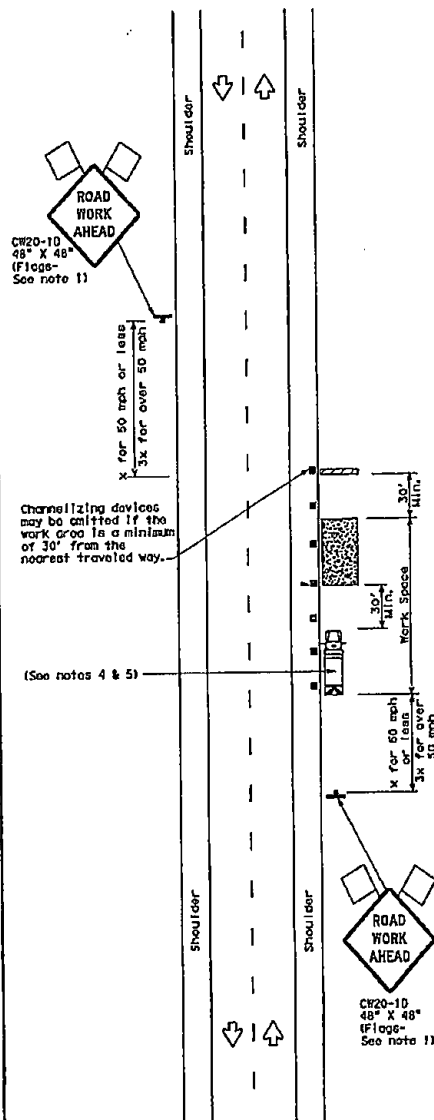
<u>Type of Pipeline</u>	<b>Depth</b>	
	<b><u>(below deepest ditch grade)</u></b>	<b><u>Special Requirements</u></b>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete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

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

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

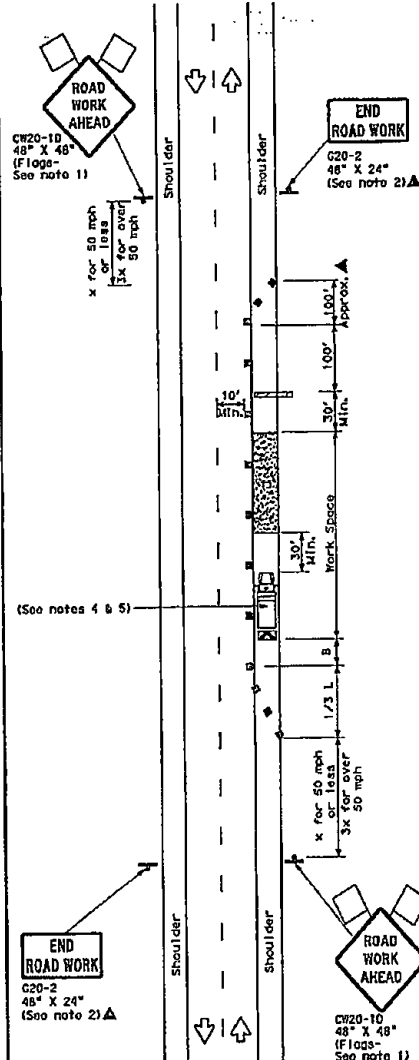
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act", no warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the use or misuse of this standard to other persons or for incorrect results or consequences resulting from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

DATE: FILE:



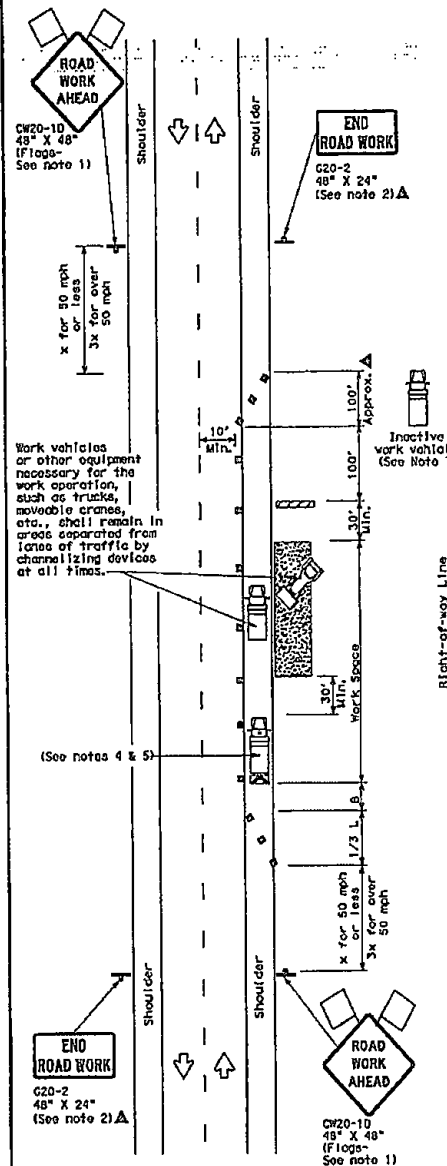
TCP (2-1a)

WORK SPACE NEAR SHOULDER  
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER  
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER  
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Detachable Taper Lengths %	Suggested Maximum Spooling of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space
30	L = WS	10' 11' 150'	On a Taper 30'	60'	120'
35	L = WS	205' 225' 245'	On a Taper 35'	70'	160'
40	L = WS	265' 295' 320'	On a Taper 40'	80'	240'
45	L = WS	450' 495' 540'	On a Taper 45'	90'	320'
50	L = WS	550' 595' 660'	On a Taper 50'	100'	400'
55	L = WS	550' 605' 660'	On a Taper 55'	110'	500'
60	L = WS	600' 660' 720'	On a Taper 60'	120'	600'
65	L = WS	650' 715' 780'	On a Taper 65'	130'	700'
70	L = WS	700' 770' 840'	On a Taper 70'	140'	800'
75	L = WS	750' 825' 900'	On a Taper 75'	150'	900'

\* Conventional Roads Only  
\*\* Taper Lengths have been rounded off.  
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
  - Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
  - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
  - See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
  - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
  - CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

# TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

© TxDOT December 1985	REV. DATE	REV. DATE	REV. DATE	REV. DATE
2-94	2-12			
8-95				
1-97				
4-98				
1-01				



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 8/8/2017

ITEM:

- a. Debra Sharean Gideon - Overpayment \$135.33
- b. Angelica Ruiz-Duran - Overpayment \$6.05
- c. Reverse Mortgage Solutions, Inc. - Overpayment \$1,170.80
- d. Sherri H. & Kenneth R. Long - Overpayment \$37.25
- e. Shawn & Stephanie Figari - Overpayment \$79.00
- f. Peter & Genia Angus - Overpayment \$11.11

TO: Commissioners Court

DATE: 08/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Tax Refund Applications 8-08-17.pdf](#)

**Description**

Tax Refund Applications

**Type**

Cover Memo

## APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number <b>979-775-9930</b>	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	<b>GIDEON DEBRA SHAREAN</b>				
	<b>5175 RED ROCK RD</b>				
	<b>BRYAN, TX 77808-7673</b>				
Step 2:					
Describe the property	Legal	<b>A005100 GEORGE W SINGLETON TRACT 30.5</b>			
	Address	<b>5175 RED ROCK RD</b>			
	Acct.#	<b>13655</b>			
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested
	Zrefund	2016	6/28/2017	\$868.10	\$135.33
	Taxpayer's reason for refund: <b>OP-Overpayment</b>				
	Refund to <b>GIDEON DEBRA SHAREAN</b>				
	<b>5175 RED ROCK RD</b>				
	<b>BRYAN, TX 77808-7673</b>				
Step 4:					
Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Debra Sharean</i>			date > <i>7/21/17</i>	
	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.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > <i>8/8/17</i>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

# APPLICATION FOR TAX REFUND

<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>300 E. Wm J. Bryan Pkwy</b> <b>Bryan Texas 77803</b>		<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
<b>Phone Number</b> 979-361-4470					
<b>To apply for a tax refund, the taxpayer must complete the following:</b>					
<b>Step 1:</b> <b>Owner's name and address</b>	<b>RUIZ-DURAN ANGELICA &amp; VICTOR</b>				
	<b>103 RIDGECREST</b>				
	<b>COLLEGE STATION TX 77845-2354</b>		<b>Phone</b>		
<b>Step 2:</b> <b>Describe the property</b>	<b>Legal Desc. ROLLING RIDGE SPACE 103RI SER # MP226306</b>				
	<b>HUD # PFS0603888</b>				
	<b>Address 103 RIDGECREST (PVT) DR</b>				
	<b>Acct.# 115530 or Tax Receipt #</b>				
<b>Step 3:</b> <b>Give the tax payment information</b>	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	<b>Zrefund</b>	<b>2014</b>	<b>10/30/2014</b>	<b>\$357.00</b>	<b>\$6.05</b>
	<b>Taxpayer's reason for refund: OP-Overpayment</b>				
	<b>Refund to ANGELICA RUIZ-DURAN 103 RIDGE CREST COLLEGE STATION TX</b>				
<b>77845-2354</b>					
<b>Step 4:</b> <b>Sign the form</b> <i>RETURN</i>	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Angelica Ruiz-Duran</i>		date > <i>07-23-17</i>		
	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.				
<b>Step 5:</b> <b>Tax refund determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here >		date > <i>8/8/17</i>		
	Authorized officer of taxing unit for refund applications over amount required under				
	Section 31.11 Tax Code				
	sign here >		date >		

# APPLICATION FOR TAX REFUND

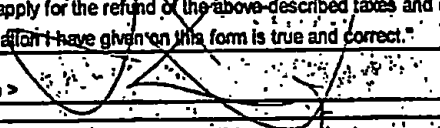
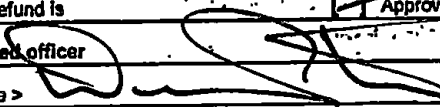
Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	RICARDO OLIVARES				
	2121 PANTERA DR				
	BRYAN TX 77807-2604				
Step 2: Describe the property	Legal	LA BRISA PH 1 BLOCK G LOT 2			
	Address	2121 PANTERA DR			
	Acct.#	30721			
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	5/30/2017	\$1,714.79	\$1,170.80
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to REVERSE MORTGAGE SOULTIONS INC				
	14405 WALTERS RD SUITE 200				
HOUSTON TX 77014					
Step 4: Sign the form and return	"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Shavane Johnson</i>			date > 7/26/17	
	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.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>			date > 8/8/17	
	sign here > <i>[Signature]</i>				
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

Please reference sk# U9530 on refund check.

# **APPLICATION FOR TAX REFUND**

<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD			
<b>Phone Number</b> 979-775-9930					
<b>To apply for a tax refund, the taxpayer must complete the following:</b>					
<b>Step 1:</b> <b>Owner's name and address</b>	<b>LONG GRAYSON R &amp;</b>				
	<b>LONG SHERRI H &amp; KENNETH R</b>				
	<b>3826 MADISON AVE</b>				
	<b>BAYTOWN, TX 77523-5400</b>				
<b>Step 2:</b> <b>Describe the property</b>	<b>Legal WESTFIELD VILLAGE PH 1 BLOCK 1 LOT 21</b>				
	<b>Address 1053 WINDMEADOWS DR</b>				
	<b>Acct.# 113302</b>				
<b>Step 3:</b> <b>Give the tax payment information</b>	<b>Name of Taxing unit</b>	<b>Tax Year</b>	<b>Date of</b>	<b>Amount</b>	<b>Refund amt</b>
		<b>of refund</b>	<b>Payment</b>	<b>Paid</b>	<b>Requested</b>
	Zrefund	2016	6/30/2017	\$1,765.30	\$37.25
	<b>Taxpayer's reason for refund: OP-Overpayment</b>				
	<b>Refund to LONG SHERRI H &amp; KENNETH R</b>				
<b>3826 MADISON AVE</b>					
<b>BAYTOWN, TX 77523-5400</b>					
<b>Step 4:</b> <b>Sign the form and return</b>	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Sherrri H. Long</i>			date > 7-19-17	
	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.				
<b>Step 5:</b> <b>Tax refund determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	<b>Authorized officer</b>				
	sign here > <i>[Signature]</i>			date > 8/8/17	
	<b>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</b>				
	sign here >			date >	

# APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number <b>979-775-9930</b>	Collecting tax for: (taxing units) <b>Brazos County, City of Bryan, City of College Station</b> <b>Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten</b>	
To apply for a tax refund, the taxpayer must complete the following:				
Step 1:	<b>FIGARI SHAWN &amp; STEPHANIE</b>			
Owner's name and address	<b>400 N CIRCUIT DR</b>			
	<b>BEAUMONT, TX 77706-4513</b>			
Step 2:				
Describe the property	Legal	<b>THE BARRACKS II PH 400 BLOCK 36 LOT 18</b>		
	Address	<b>3309 WAKEWELL CT</b>		
	Acct.#	<b>397214</b>		
Step 3:				
Give the tax payment information	Name of Taxing unit	Tax Year	Date of Payment	Amount Paid
		of refund		Requested
	Zrefund:	<b>2016</b>	<b>1/31/2017</b>	<b>\$79.00</b>
				<b>\$79.00</b>
	Taxpayer's reason for refund: <b>OP-Overpayment</b>			
	Refund to: <b>Shawn &amp; Stephanie Figari 400 N Circuit Dr Beaumont Tx 77706-4513</b>			
Step 4:				
Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."			
	sign here > 		date > <b>7/24/17</b>	
	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.			
Step 5:				
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved			
	Authorized officer 			
	sign here >		date > <b>8/8/17</b>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code			
	sign here >		date >	



# APPLICATION FOR TAX REFUND

<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurlen Navasota ISD																															
<b>Phone Number</b> 979-775-9930																																	
<b>To apply for a tax refund, the taxpayer must complete the following:</b>																																	
<b>Step 1:</b> <b>Owner's name and address</b>	<b>Angus Peter &amp; Genia</b> <b>189 Camila Cir</b> <b>Bellville, Tx 77418-9537</b>																																
<b>Step 2:</b> <b>Describe the property</b>	<b>Legal Deacon Condos, Unit 93</b> <b>Address 617 Fraternity Row</b> <b>Acct.# 112924</b>																																
<b>Step 3:</b> <b>Give the tax payment information</b>	<table border="1"> <thead> <tr> <th>Name of Taxing unit</th> <th>Tax Year of refund</th> <th>Date of Payment</th> <th>Amount Paid</th> <th>Refund amt Requested</th> </tr> </thead> <tbody> <tr> <td>Zrefund</td> <td>2016</td> <td>5/17/2017</td> <td>\$1,545.00</td> <td>\$11.11</td> </tr> <tr> <td colspan="5">Taxpayer's reason for refund: <b>OP-Overpayment</b></td> </tr> <tr> <td colspan="5">Refund to <b>Angus Peter &amp; Genia</b></td> </tr> <tr> <td colspan="5"><b>189 Camila Cir</b></td> </tr> <tr> <td colspan="5"><b>Bellville, Tx 77418-9537</b></td> </tr> </tbody> </table>			Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested	Zrefund	2016	5/17/2017	\$1,545.00	\$11.11	Taxpayer's reason for refund: <b>OP-Overpayment</b>					Refund to <b>Angus Peter &amp; Genia</b>					<b>189 Camila Cir</b>					<b>Bellville, Tx 77418-9537</b>				
Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested																													
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<b>Bellville, Tx 77418-9537</b>																																	
<b>Step 4:</b> <b>Sign the form and return</b>	<p>"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."</p> <p>sign here &gt; <i>Angus Angus</i> date &gt; <b>7-28-17</b></p> <p>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.</p>																																
<b>Step 5:</b> <b>Tax refund determination</b>	<p>This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved</p> <p>Authorized officer <i>[Signature]</i> date &gt; <b>8/8/17</b></p> <p>sign here &gt; _____ date &gt; _____</p> <p>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</p> <p>sign here &gt; _____ date &gt; _____</p>																																



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Budget Amendments FY 16/17 45.1 - 45.8  
TO: Commissioners Court  
FROM: Irene Jett  
DATE: 08/03/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: Individual budget amendments specifies sources.  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">45_Coversheet.pdf</a>	45 Coversheet	Cover Memo
<a href="#">45.1.pdf</a>	45.1 AG Extension	Backup Material
<a href="#">45.2.pdf</a>	45.2 Juvenile	Backup Material
<a href="#">45.3.pdf</a>	45.3 Medical Clinic	Backup Material
<a href="#">45.4.pdf</a>	45.4 Juvenile	Backup Material
<a href="#">45.5.pdf</a>	45.5	Backup Material
<a href="#">45.6.pdf</a>	45.6 Elections	Backup Material
<a href="#">45.7.pdf</a>	45.7 Health & Life Fund	Backup Material
<a href="#">45.8.pdf</a>	45.8 Health & Life Fund	Backup Material

**BRAZOS COUNTY, TEXAS****BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 45.1 – 45.8**

On this the 8th day of August 2017 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Sammy Catalena, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Irma Cauley, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

**THAT WHEREAS**, on 8th day of August 2017 the Court heard and approved a budget amendment for the 2016-2017 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 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

**ADOPTED AND APPROVED** this the 8th day of August 2017.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

By:   
Duane Peters, County Judge

Original: County Clerk's Office and  
Attached to the original budget

**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.1  
8/8/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	County Ag. Extension		Contractual Services			4,000.00
General Fund	County Ag. Extension		Departmental Support		4,000.00	
<b>County Agriculture Extension</b>						

Reallocation of funds to the appropriate accounts to cover for travel expenses.

Date: 8/1/2017

Department Approval	Date

County Judge Approval 8/8/17 Date

[illegible]

**8/8/2017**

### Juvenile Services

Date: 8/1/2017

County Judge Approval \_\_\_\_\_ Date \_\_\_\_\_


[illegible]

BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.3  
8/8/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Permanent Improv. Fund	General Permanent Improv. Fund	Capital Projects	Capital Outlay		4,493.59
General Permanent Improv. Fund			Other Financing Sources	4,493.59	
Health & Life Fund			Other Financing Sources	4,493.59	
Health & Life Fund	Health & Life Fund	Medical Services	Minor Acquisitions	4,493.59	
General Capital Projects and Medical Services					
Reallocation of funds to the appropriate accounts to purchase a copier for the Employee Medical Clinic.					

Date: nm  
8/1/2017

Department Approval Date

 8/8/17

County Judge Approval Date

For Accounting Purposes Only				ACCOUNT NAME	Increase	Decrease
FUND	DIV	ACCT	DR/CR			
4500	63210020	80100000	CR	Elec/Med Clinic Renovate		4,493.59
4500		91330000	DR	Transfer to HLI Fund	4,493.59	
5000		49015000	CR	Transfer fm Cap. Imp. Fund	4,493.59	
5000	64005100	67230000	DR	Copier	4,493.59	

**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.4  
8/8/2017**

[illegible]

To set up Juvenile-TJJD-Grant-W- JJAEP that was received on July 31, 2017. The grant funds will be used to purchahse items before the end of August 2017.

Date \_\_\_\_\_

Date \_\_\_\_\_

8/3/2017

[illegible]

BRAZOS COUNTY, TEXAS  
BUDGET 2017  
TJJD GRANT W  
JUVENILE JUSTICE SYSTEM

FD	DIV	ACCT	PROJ	DR/CR	ACCOUNT NAME	INCREASE	DECREASE
3000		48046410		CR	TJJD Grant W	4,268.00	
3000	318900	67203000		CR	Minor Computer Hardware	4,268.00	
Totals						8,536.00	-

Prepared By: AMB  
Date: 8/1/2017

Department Head: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Signature]*  
8-2-17




**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.5  
8/8/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Permanent Improv. Fund	General Permanent Improv. Fund	Capital Projects	Capital Outlay		3,220.60
General Permanent Improv. Fund			Other Financing Sources	3,220.60	
General Fund			Other Financing Sources	3,220.60	
General Fund	Commissioner's Court	Non-Departmental	Departmental Support	363.00	
General Fund	Commissioner's Court	Non-Departmental	Minor Acquisitions	775.00	
General Fund	Associate Judge #2		Departmental Support	363.00	
General Fund	Associate Judge #2		Minor Acquisitions	678.30	
General Fund	County Court At Law #1		Departmental Support	363.00	
General Fund	County Court At Law #1		Minor Acquisitions	678.30	

**General Capital Projects and County Court at Law #1, Associate Judge #2, and Commissioner's Court**

Reallocation of funds to the appropriate accounts to purchase flags and refrigerators for the courtrooms (AG Court, County Court at Law #1 and Associate Court #2). As well as to purchase a State of Texas Courtroom Seal for the AG Courtroom.

Date: 8/3/2017 nrm

Department Approval Date  
  
 County Judge Approval Date 8/8/17

For Accounting Purposes Only					Increase	Decrease
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME		
4500	63000700	80101003	CR	Courthouse Renovations		3,220.60
4500		91300000	DR	Transfer to General Fund	3,220.60	
0100		49015000	CR	Transfer fm Cap. Imp. Fund	3,220.60	
0100	11000500	60500000	DR	Equipment & I.T. Enhancement	363.00	
0100	11000500	67286000	DR	Equipment & Other	775.00	
0100	22800100	60500000	DR	Equipment & I.T. Enhancement	363.00	
0100	22800100	67050000	DR	Appliances	678.30	
0100	23000100	60500000	DR	Equipment & I.T. Enhancement	363.00	
0100	23000100	67050000	DR	Appliances	678.30	

**8/8/2017**

**General Capital Projects, Commissioner's Court, and Elections Administrator**

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

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Date: 8/3/2017

County Judge Approval \_\_\_\_\_

Date \_\_\_\_\_

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
4500	63210020	80100000	CR	Elec/Med Clinic Renovate		678.30
4500		91300000	DR	Transfer to General Fund	678.30	
0100		49015000	CR	Transfer fm Cap. Imp. Fund	678.30	
0100	11210020	67050000	DR	Appliances	678.30	


**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.7  
8/8/2017**

8/8/2017						
FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
Proprietary Fund	Health & Life Insurance		Other Revenue		725,000.00	
Proprietary Fund	Health & Life Insurance		Contractual Services		725,000.00	
Group Insurance - Administration						

To recognize revenue to support the increase cost of Health & Life stop loss and medical claims for the remainder of FY 17.

Date: 8/3/2017

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

 4-8-17

County Judge Approval \_\_\_\_\_ Date \_\_\_\_\_



[illegible]

BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 45.8  
8/8/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Permanent Improv. Fund	General Permanent Improv. Fund	Capital Projects	Capital Outlay		1,000,000.00
General Permanent Improv. Fund			Other Financing Sources	1,000,000.00	
Health & Life Fund			Other Revenue	1,000,000.00	
Health & Life Fund	Health & Life Insurance		Contractual Services	1,000,000.00	
General Capital Projects and Health and Life Fund					

Reallocation of funds to the appropriate accounts to support the increase cost of Health & Life stop loss and medical claims for the remainder of FY 17.

Date: nm  
8/3/2017

Department Approval Date  
  
County Judge Approval Date  
 8-17

For Accounting Purposes Only				ACCOUNT NAME	Increase	Decrease
FUND	DIV	ACCT	DR/CR			
4500	63210020	80100000	CR	Buildings		1,000,000.00
4500		91330000	DR	Transfer to HLI Fund	1,000,000.00	
5000		49015000	CR	Transfer from Cap. Imp. Fund	1,000,000.00	
5000	64005000	71116000	DR	HTH & Life - Stop Loss Prem.	1,000,000.00	



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Personnel Action Forms  
TO: Commissioners Court  
DATE: 08/03/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[PAF 08-08-17 \(2\).pdf](#)

**Description**

Cover Sheet

**Type**

Cover Memo

18

**PERSONNEL  
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: August 08, 2017 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests
---

Department Submitting Request(s)	Employee Request Applies To	Action Requested
County Clerk	Garcia, Mary A.	Change of Status
	Oliver, Michele	Change of Status
	Reistino, Lauren N.	Separation
	Taplin, Pualine	Employment
District Clerk	Galindo, John A.	Change of Status
	Stelma, John R.	Employment
Drug Court	Capps, Kevin	Employment
	Kimbrough, Robert C.	Change of Status
	Quisenberry, Eric K.	Change of Status
	Roscom, Shawna B.	Separation
Exposition Complex	Garza, Nicolas S.	Employment
	Sanchez, Tania A.	Employment
Sheriff's Office – Administration	Hearen, Joshua M.	Change of Status
Sheriff's Office – Detention	Borges, Dayana	Employment
Tax Office	Arriola Lopez, Ana B.	Change of Status
	Luna, Raquel L.	Separation

Approved in Commissioners' Court: August 08, 2017 :

County Judge's or Commissioner's Signature:  
(This Copy to be attached to minutes)





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**CLAIMS**

COMMISSIONERS COURT MEETING: **August 8, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7158144**

*Thru*

CLAIM # **7158389**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters  
County Judge

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

Karen McQueen  
County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Road and Bridge      NUMBER: CC2017-Ack RB Maintenance  
Expenditure Report Apr-Jun FY17

DATE OF COURT MEETING: 8/8/2017

ITEM: Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from April through June 2017.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 08/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
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**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

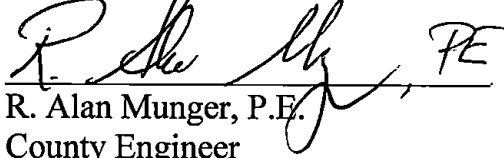
DATE OF COURT MEETING: August 8, 2017

ITEM: Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from April through June 2017.

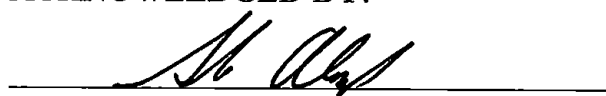
SOURCE OF FUNDS: N/A

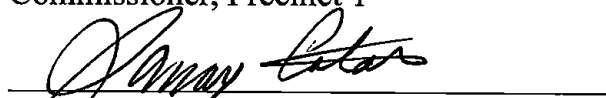
NOTES/REQUIREMENTS:

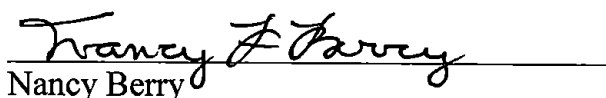
SUBMITTED BY:

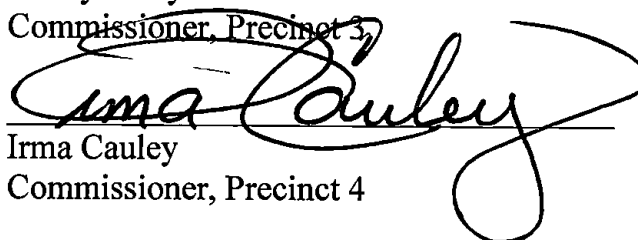
 PE  
R. Alan Munger, P.E.  
County Engineer

ACKNOWLEDGED BY:

  
Steve Aldrich  
Commissioner, Precinct 1


  
Sammy Catalena  
Commissioner, Precinct 2

  
Nancy Berry  
Commissioner, Precinct 3

  
Irma Cauley  
Commissioner, Precinct 4

This Request is [ ] APPROVED / DENIED [ ] by Commissioners' Court

Date: 8/8/17

  
E. Duane Peters, County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 8/8/2017  
ITEM: Acknowledgement of Community Supervision and Corrections Department proposed budgets for FY 2017-2018.  
TO: Commissioners Court  
DATE: 08/03/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Basic Supervision Program.pdf</a>	Basic Supervision	Cover Memo
<a href="#">High Risk-DP.pdf</a>	High Risk - DP	Cover Memo
<a href="#">SAFPF Program.pdf</a>	SAFPF Program	Cover Memo
<a href="#">Substance Abuse Assessment Services.pdf</a>	Substance Abuse Assessment Services Program	Cover Memo
<a href="#">Sex Offender Caseload.pdf</a>	Sex Offender Caseload	Cover Memo
<a href="#">Mental Health.pdf</a>	Mental Health	Cover Memo

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**BRAZOS COUNTY  
BRYAN, TEXAS****DEPARTMENT:****NUMBER:****DATE OF COURT MEETING:**

8/8/2017

**ITEM:**

Acknowledgement of Community Supervision and Corrections Department proposed budgets for FY 2018-2019

**TO:**

Commissioners Court

**DATE:**

08/03/2017

**FISCAL IMPACT:**

False

**BUDGETED:**

False

**DOLLAR AMOUNT:**

\$0.00

**ATTACHMENTS:****File Name****Description****Type**Basic Supervision Program.pdf

Basic Supervision

Cover Memo

High Risk-DP.pdf

High Risk - DP

Cover Memo

SAFPF Program.pdf

SAFPF Program

Cover Memo

Substance Abuse Assessment Services.pdf

Substance Abuse Assessment Services Program

Cover Memo

Sex Offender Caseload.pdf

Sex Offender Caseload

Cover Memo

Mental Health.pdf

Mental Health

Cover Memo

**ACKNOWLEDGED**

A handwritten signature of Duane Peters in black ink, written over a horizontal line.

Duane Peters  
County Judge

Date

8/8/17