

AGREEMENT BETWEEN COUNTY AND TREANOR ARCHITECTS

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

THIS AGREEMENT is made on the _____ day of _____, 2016
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Between the **COUNTY:** BRAZOS COUNTY, TEXAS
c/o Brazos County Commissioners' Court
Attention: County Judge
200 South Texas Ave., Ste. 332
Bryan, Texas 77803

and the **ARCHITECT:** Treanor ARCHITECTs, P.A.
1700 Pacific Avenue, Suite 2630
Dallas, TX 75201

for the following **PROJECT:**
. Juvenile feasibility study and cost analysis as per attached scope of work. If funded by Commissioners' Court, subsequent design of the Juvenile Detention Facility expansion can be added as an amendment to this contract with associated scope and pricing.

The COUNTY and ARCHITECT agree as set forth below.

ARTICLE I
ARCHITECT RESPONSIBILITY

1.1 ARCHITECT'S SERVICE

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

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

ARTICLE II **SCOPE OF ARCHITECT'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The ARCHITECT'S Basic Services consist of those described in attached Exhibit "A" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY TREANOR ARCHITECTS, P.A., TO BRAZOS COUNTY.

ARTICLE III **ADDITIONAL SERVICES**

3.1 GENERAL

3.1.1 The services described in attached Exhibit "A" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that ARCHITECT shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "A", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "A."

3.1.3 It is expressly understood and agreed that the ARCHITECT shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

ARTICLE IV **COUNTY'S RESPONSIBILITY**

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

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

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

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

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

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

4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit A incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ARCHITECT.

ARTICLE V **PROJECT COST**

5.1 DEFINITION

5.1.1 The Project Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the ARCHITECT.

5.1.2 The Project Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the ARCHITECT, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Project Cost does not include the compensation of the ARCHITECT and the ARCHITECT'S consultants, financing or other costs which are the responsibility of the COUNTY.

5.2 RESPONSIBILITY FOR PROJECT COSTS

5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Project Cost and detailed estimates of Project Cost, if any, prepared by the ARCHITECT, represent the ARCHITECT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ARCHITECT.

ARTICLE VI

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

6.2 All documents including reports, drawings and specifications prepared by the ARCHITECT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ARCHITECT for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ARCHITECT. Any such verification or adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by the COUNTY and the ARCHITECT.

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

ARTICLE VII

TERMINATION, SUSPENSION OR ABANDONMENT

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

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

7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ARCHITECT in the event that the Project is permanently abandoned.

If the COUNTY abandons the Project for more than ninety (90) consecutive days, the ARCHITECT may terminate this Agreement by giving written notice.

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

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

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

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

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

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

8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

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

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

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

8.6 Unless otherwise provided for in this Agreement, the ARCHITECT and the ARCHITECT'S consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project

site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

8.7 The ARCHITECT shall have the right to include representations of the design of the Project, including photographs, among the ARCHITECT'S promotional professional materials. The ARCHITECT'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the ARCHITECT in writing of the specific information considered by the COUNTY to be confidential or proprietary.

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

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

8.10 LIQUIDATED DAMAGES: It is acknowledged that the ARCHITECT's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the COUNTY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COUNTY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the ARCHITECT agrees that liquidated damages may be assessed and recovered by the COUNTY as against ARCHITECT and its Surety, in the event of delayed completion and without the COUNTY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore ARCHITECT shall be liable to the COUNTY for payment of liquidated damages in the amount of \$0 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and ARCHITECT shall pay them to COUNTY without limiting COUNTY's right to terminate this agreement for default as provided elsewhere herein.

ARTICLE IX **PAYMENTS TO THE ARCHITECT**

9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the ARCHITECT'S statement of services rendered or expenses incurred, payment on account of the ARCHITECT'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD

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

9.4 ARCHITECT'S ACCOUNTING RECORDS

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

9.5 LIMIT OF APROPRIATION

9.5.1 Prior to the execution of this Agreement, the ARCHITECT has been advised by the COUNTY and the ARCHITECT fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ARCHITECT may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ARCHITECT hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

ARTICLE X **BASIS OF COMPENSATION**

The COUNTY shall compensate the ARCHITECT from funds obtained through current revenue of Brazos County as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.1.2 For Reimbursable Travel Expenses, the ARCHITECT shall be compensated based on the attached Exhibit "B", Vendor Travel Policy.

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the ARCHITECT, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the ARCHITECT, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

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

ARTICLE XI **OTHER CONDITIONS OR SERVICES**

11.1 INSURANCE

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

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

11.2 PERIODS OF SERVICE

11.2.1 The ARCHITECT shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "A." The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ARCHITECT.

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

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

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

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

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

BRAZOS COUNTY, TEXAS

ARCHITECT FIRM

Duane Peters, County Judge



by:
Principal

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

Attest:

County Clerk

Approved as to Form:

Assistant County Attorney

May 4, 2016

Wm. Charles Wendt
Purchasing Agent
Brazos County, Texas
200 S. Texas Ave, Ste. 352
Bryan, TX 77803

Charles,

Thank you for the opportunity to provide services to Brazos County related to the proposed expansion to your Juvenile Justice Center. We are excited to get started and honored to have been selected. Based on the discussions, we understand the County desires consulting services to provide a feasibility study for an expansion to the existing facility to address additional pre and post-adjudicated detention housing, associated administrative offices and supports spaces, JJAEP school program, and required parking and site amenities. The scope of services will also include a cost analysis for the proposed expansion including phasing options and potential alternates.

We understand the service needed for this effort will be a sequential process of specific steps to develop the project program and scope, and to develop possible solutions to the problems identified. The services would conclude with the complete architectural services for the implementation of the final solution, but only after written approval of the County, prior to any work. Below is a brief scope of work for each of these steps that describe the purpose and outcome of each step.

Review of Existing Documents and Information:

Purpose:

This step allows our team to review existing program documents and existing drawings. During this step we will also review current programming associated with the juveniles in detention and the JJAEP program. We will develop a preliminary program of spaces to review with the stakeholders. We will also develop a base computer model of the existing facility to be used to develop the potential solutions. We will develop a review of the facility based upon current building codes, ADA, and the Texas Standards for Pre and Post Adjudication Juvenile Detention Centers. This step will provide our team with the background to develop a preliminary program and evaluation of potential expansion options.

Deliverable:

During Workshop #1 we will present a preliminary program of spaces for discussion, along with an evaluation of the existing facility compared to the desired regulations indicated above.

Workshop 1- Goals, Priorities and Parameters / Program and Concept Ideas:

Purpose:

This workshop will be a 3 day workshop that will provide an interactive design process between the stakeholders and the design team. We will conduct a discussion with the stakeholders and other decision makers on the setting of goals, priorities and parameters for the project. Our team will also present a presentation on current trends with the juvenile justice system to determine the appropriate concepts to implement within this project. These discussions will lay the foundation to allow the stakeholders to discuss the issues of the juvenile center.

The team will meet with each stakeholders and review the preliminary program of spaces to arrive at a working program of spaces to be used for concept development. Using this program the team will lead discussions of updated expansion concepts, phasing concepts, estimates of probably costs, exterior building materials, and visual appearance. The stakeholders will participate in interactive discussion of the ideas. The concepts will be further developed during the workshop and presented for discussion.

The team will meet with the stakeholders throughout the workshop period and conclude with one or two potential expansion concepts and possible phasing ideas that will be moved forward.

Deliverable:

This workshop will conclude with a published document that will include a synopsis of the stakeholder's goals, priorities and parameters. It will also include a diagrammatic plan and site plan of the building, and a narrative confirming the staffing and operations of the building.

Workshop 2- Concept Design Review:

Purpose:

Via video conferencing, the design team will provide updated concept floor plan and site plan options. The team will lead discussions of the updated expansion concepts, phasing concepts, estimates of probably costs, exterior building materials, and visual appearance. It will include a visual interpretation of the building in the form of a computer model. A finalized floor plan and site layout will be determined.

Deliverable:

Two to three weeks following the Workshop a deliverable will be published that will include a plan and site plan of the expansion, and a narrative confirming the occupancy, proposed staffing and operations of the building. It will include an updated confirmation of the cost estimate for the project and potential schedule. A draft will be provided for review prior to the final presentation.

Feasibility Study Final Presentation:

We shall present the final study and deliverables, noted above, to the stakeholders and other potential decision makers.

The fees for the services described above are proposed to be a lump sum of \$37,500 plus reimbursable travel expenses. We estimate the expenses to be between \$3,500 and \$5,000. If desired, we can establish a lump sum proposal including all expenses.

The fees for the implementation of the Architectural/Engineering Services are proposed at 7.5% of the cost of construction for all necessary Architectural, Structural, Civil, Mechanical, Electrical, and Security Electronic Engineering and designed alternates. The fee assumes a majority of the scope of work is new construction with limited portion of the scope to include renovation/remodel of the existing facility.

We believe these services will allow Brazos County to have very deliberate and careful steps to understanding the need and to finding a solution that is sized appropriately for your Juvenile Justice Center. Following these steps will allow the County to consider alternatives, as well as ensuring good stewardship of County resources to know the facility will serve the County for years to come. Please review this proposal and if you should have any questions or comments please do not hesitate to contact me at your convenience. Again, we look forward to assisting Brazos County on this project.

Sincerely,

TREANOR ARCHITECTS, P.A.



T. Andrew Pitts, AIA, LEED AP
Principal

**POLICY AND PROCEDURES
FOR
VENDOR TRAVEL AND REIMBURSEMENT
BRAZOS COUNTY, TEXAS**

A. GENERAL DEFINITIONS

1. **Accountable Plan** - a plan under which a vendor is reimbursed for expenses or receives an allowance to cover expenses. The following four conditions must be satisfied:
 - a. There must be a Brazos County business purpose for the expenses,
 - b. The vendor must clearly state and properly support that there was a business purpose for the expense,
 - c. The vendor must substantiate that the expense was incurred by providing documentation or be deemed to have documented the reimbursed expenses, and,
 - d. The vendor is required to return to the County any amounts received in excess of documented expenses.
2. **Actual Expenses** - the actual cost of any allowable travel expenses supported by proper receipts and/or statements.
3. **Auditor** - the County Auditor and/or his designated staff.
4. **Official County Business** - a business function performed for Brazos County due to a contractual obligation.
5. **Duty Station** - the primary place of employment.
6. **Travel Expenses** - transportation (airline fares, personal auto, public transportation, parking, and taxi), meals, lodging, and incidental expenses associated with traveling while working on County business.
7. **Incidental Expense** - a necessary and reasonable expense incurred by a County vendor while traveling on official County business. This does not include transportation, meals, lodging, tips, gratuities, alcoholic beverages, laundry, or in-room video rental.
8. **Mileage** - the distance from a duty station to a destination. As noted in the following procedure, the County will reimburse mileage based on an internet mapping service such as mapquest.com, yahoomaps.com or googlemaps.com.
9. **Mileage Rate** - the rate of reimbursement established by the Commissioners' Court in December of each calendar year for use of a personal or company automobile while on County business.

10. **Meal Expense** – limited to \$36.00 a day for meals, if a vendor is away from their duty station overnight.
11. Vendor – person or entity that is not an employee of Brazos County. Includes all persons performing work for a contract with Brazos County whether as a sole proprietor or an employee of a corporation.

B. General Policy Statement

All reasonable and necessary travel by a vendor for which a contract budget has been established, and for which the travel is required in order for the vendor to conduct County business is authorized. All County reimbursed travel must be for official County business only.

It is the responsibility of the vendor to see that all travel expense forms are properly completed, documented, signed and forwarded to the County Auditor's office within thirty (30) calendar days of the travel return date or by the next monthly billing date.

C. Meals

Meal reimbursement will be made when the vendor is required to travel away from their primary duty station to perform a contractual obligation for Brazos County. The reimbursement will be based on the detailed, itemized receipt, up to the maximum per meal as listed below. Summary credit card receipts or statements are not acceptable and will not suffice as proper documentation and will not be eligible for reimbursement by the County.

1. Meals will be reimbursed at the amounts listed, taxes included:

Breakfast	\$ 8.00
Lunch	\$ 10.00
Dinner	\$ 18.00

2. The County will not reimburse a vendor for more than **\$36.00** per day for meals. Meal reimbursement will not be provided to a vendor who is less than seventy five (75) miles away from their duty station unless the vendor is away overnight.

D. Mileage

The County will reimburse a vendor for mileage only for appropriate County business. Mileage reimbursement will be made based on the duty station address to specific destination address as documented by using an internet mapping service such as mapquest.com, yahoomaps.com or googlemaps.com, at the existing reimbursement rate set by Commissioners' Court. This rate is \$.54 per mile for calendar year 2016.

E. Lodging

The County will reimburse the vendor for the actual cost of lodging expenses incurred, not to exceed the rate used by the State of Texas for the location, excluding taxes, while traveling to fulfill a contractual obligation for Brazos County.

The County will only be responsible for the amount allowed for the destination set by the State of Texas. If the room charge is greater than allowed, the vendor should be prepared to be responsible for the difference. The State of Texas follows the U.S. General Services Administration per diem rates by location. Rates are set by fiscal year, effective October 1 each year. The rates can be found by searching by city or zip code at this website: <http://www.gsa.gov/portal/category/100120>.

*The County will reimburse for self parking at any rate with receipts. Valet parking will be reimbursed if it is the only parking available and is documented as such by the hotel. In the event self parking and valet parking are available and the vendor chooses to use valet parking the County will only reimburse up to the rate equal to the self parking rate.

Vendors who incur lodging charges defined as unacceptable for reimbursement are responsible for these payments. These charges are to be accounted for and payment rendered to the facility by the vendor at check out. If any of these charges are billed directly to the County by a lodging facility, the vendor will be responsible for remitting reimbursement to the County Treasurer. The County will not pay for room service laundry fees, alcohol, videos or movies, or any other miscellaneous fees. These are the sole responsibility of the vendor.

F. AIR FARE and CAR RENTALS

All vendors are required to travel by the least expensive mode of travel. The vendor should evaluate whether travel by airplane to the destination point is cheaper than traveling by other means. The County will only reimburse for the least expensive mode of travel, unless the vendor can show good cause for using another mode.

When the final destination is over 350 miles air travel should be considered.

Car Rentals should only be utilized when required for the vendor to fully carry out their official business. Taxi cabs, buses, and hotel shuttle services are usually less expensive than car rentals. The County will not reimburse for expenses incurred for personal reasons. The County will not reimburse for first class travel. The County will only reimburse for necessary car rental at the sedan rate (no luxury cars) and necessary gasoline for the rental with receipts. The County will not reimburse for mileage on a rental car.

G. MISCELLANEOUS

The vendor needs to be aware that a credit card receipt is not documentation for an expenditure. All requests for reimbursements and/or requests for the County to pay for a travel related expenditure must be supported by documentation. It is the vendor's responsibility to secure the documentation at the time of expenditure. In the event that no documentation is secured, a certification as to the expenditure is not sufficient to support reimbursement. Some form of contemporaneous record must be received from the vendor.