



College Station, TX

Meeting Agenda
City Council Regular - Amended
1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/96728393278>
***Phone: 888 475 4499 and Meeting ID: 967 2839 3278**

August 26, 2021

4:00 PM

City Hall Council Chambers

This meeting will offer both in-person and remote participation following both the City's Guidelines for in-person, virtual attendance, and the speaker protocol in the agenda. The city uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.

- 1. Call to Order.**
- 2. Executive Session is Closed to the Public and Will Be Held in the Administrative Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. An approximately 18 acre tract of land along the north frontage road of Texas State Highway 6 south at its intersection with Corporate Parkway.

Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Council Self Evaluation
- b. City Manager

Competitive Matters {Gov't Code Section 551.086};

Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

- a. Power Supply

3. Reconvene from Executive Session and Take Action, if Any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session shall register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals must register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of Historic Marker 108 by the Historic Preservation Committee to the Dresser family for the residence at 501 Fairview Avenue.

Sponsors: HPC Chairperson Gerald Burgner

Attachments: None

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action regarding supporting communication between developers and neighborhoods.

Sponsors: Michael Ostrowski

Attachments: None

- 7.2. Presentation, discussion, and possible action regarding additional information for the implementation of a remote pay parking system for on-street parking and in City-owned parking lots and facilities.

Sponsors: Amy Albright, Eric Chapman

Attachments: None

- 7.3. Presentation, discussion, and possible action regarding possible amendments to the City's Parkland Dedication Ordinance.

Sponsors: Michael Ostrowski, Steve Wright

Attachments: 1. UDO Section 8.8 Parkland Dedication Ordinance

8. Consent Items.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

- 8.1. Presentation, discussion, and possible action of minutes for:

- August 12, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM081221 DRAFT Minutes

- 8.2. Presentation, discussion, and possible action regarding the first renewal of two (2) for professional services contracts with McCord Engineering, Inc. in an amount not to exceed \$600,000 for electrical engineering services.

Sponsors: Timothy Crabb

Attachments: 1. Mccord Contract 20300510 Renewal 1 Memo

- 8.3. Presentation, discussion, and possible action regarding approval of a Contract Renewal for the City's Annual Price Agreement with Techline Inc., for electric warehouse inventory of Air Switches with a ten percent unit price increase in the amount of \$18,900, for a total not to exceed contract amount of \$207,900.

Sponsors: Mary Ellen Leonard

Attachments: 1. 20300666R1 Techline Inc.Revised Renewal ltr

- 8.4. Presentation, discussion, and possible action regarding the approval of a contract with E Contractors USA, LLC for building repairs to the City of College Station Municipal Court Building in the amount of \$138,923.34.

Sponsors: Pete Caler

Attachments: 1. 21300593 RR -Municipal Court Building Repairs

- 8.5. Presentation, discussion, and possible action regarding ordinances amending Chapter 38, “Traffic and Vehicles”, “Traffic Schedule III, Stop Signs” and “Traffic Schedule IV, Yield Signs” by adding various new stop signs and yield signs.

Sponsors: Troy Rother

Attachments: 1. Stop Sign Ordinance 2021
2. Yield Sign Ordinance 2021

- 8.6. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles”, Article VI, “Traffic Schedule II, Four-way stop intersections” and “Traffic Schedule III, Stop Signs” by adding various new stop signs.

Sponsors: Emily Fisher

Attachments: 1. CH 38 Stop Sign Ord Amend Southside Safety
2. Existing and New Stop Signs

- 8.7. Presentation, discussion, and possible action ratifying the First Amendment to the Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Sponsors: Natalie Ruiz

Attachments: 1. First Amendment to the Property Purchase Agreement with Costco

9. Regular Items.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 994 square foot portion of a 10-foot wide Public Utility Easement, a 2,512 square foot portion of a 15-foot wide Public Utility Easement, and a 2,512 square foot portion of a 15-foot wide Right of Way within Lots 1-6, Block ‘C’ of the College Heights Subdivision, according to the plat recorded in Volume 124, Page 259, of the Official Records of Brazos County, Texas.

Sponsors: Alma Guerra

Attachments: 1. Ordinance
2. Exhibit A
3. Vicinity Map
4. Location Map
5. Application

9.2. Public Hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to WC Wellborn Commercial on approximately one acre located in the Benjamin Graham Subdivision, Block B, Lots 1-6, generally located at 14889-14895 FM 2154.

Sponsors: Jesse Dimeolo

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Future Land Use Map
4. Rezoning Map
5. Rezoning Exhibit
6. Background Information
7. Applicant's Supporting Information

9.3. Presentation, discussion, and possible action regarding a notification of a change order in the amount of \$789,970.76 with the Texas Department of Transportation (TXDOT) for the utility relocations for the FM 2818 widening project and authorizing the City Manager to execute the acknowledgement notification.

Sponsors: Emily Fisher

Attachments: 1. 2399-01-074 CO #12 3rd Party Funding Form 20210811
2. 2399-01-074 Change Order #12 Draft

9.4. Presentation, discussion, and possible action regarding a resolution of the City Council of the City of College Station, Texas, determining that a fee simple containing approximately 102.4 acres of land, is needed to be acquired from Gerry L. Saum, for the construction, operation, and maintenance of a public park as part of the Westside Community Park Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Sponsors: Emily Fisher

Attachments: 1. Resolution with Exhibit A

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 23, 2021 at 3:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

August 26, 2021
Item No. 5.1.
Historic Marker 108 to 501 Fairview Avenue

Sponsor: HPC Chairperson Gerald Burgner

Reviewed By CBC: Historic Preservation Committee

Agenda Caption: Presentation of Historic Marker 108 by the Historic Preservation Committee to the Dresser family for the residence at 501 Fairview Avenue.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

Summary: Requested by HPC Chairperson Gerald Burgner.

Budget & Financial Summary: None.

Attachments:

None

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Item No. 7.1.

Supporting Communication Between Developers and Neighborhoods

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding supporting communication between developers and neighborhoods.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Receive the presentation and provide direction to staff.

Summary: At the April 8, 2021, City Council meeting, the Council requested a future workshop on ways to support communication between the development community and neighborhoods. During this item, staff will present the City's current notification processes for certain developments, as well as recommendations on how to improve the notification processes, and further communication efforts between developers and the neighborhoods.

Budget & Financial Summary: N/A

Attachments:

None

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Item No. 7.2.

Additional Information on Remote Pay Parking System

Sponsor: Amy Albright, Eric Chapman

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding additional information for the implementation of a remote pay parking system for on-street parking and in City-owned parking lots and facilities.

Relationship to Strategic Goals:

Financial Sustainability, Core Services and Infrastructure, Neighborhood Integrity, Diverse and Growing Economy

Recommendation(s): Staff recommends City Council receive a presentation and provide feedback.

Summary: At the July 22nd City Council meeting, staff presented a proposed remote pay parking system implementation to address on-street parking in residential neighborhoods during certain events, such as football games. This presentation will provide additional information collected during public engagement and provide the program details for implementation.

Budget & Financial Summary: Proposed revenue and expenses to be included in the FY2022 budget.

Attachments:

None

August 26, 2021
Item No. 7.3.
Amendments to Parkland Dedication Ordinance

Sponsor: Michael Ostrowski, Director of Planning and Development, Steve Wright

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding possible amendments to the City's Parkland Dedication Ordinance.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Receive the presentation and provide direction to Staff.

Summary: Per the City Council request, Staff presented at a workshop item on March 25, 2021, regarding three potential amendments to the Park Land Dedication Ordinance. These amendments included:

1. Reducing the parkland dedication zones,
2. Eliminating the parkland dedication distinctions between neighborhood parks and community parks, and
3. Having a standard review of the fees.

Council provided direction at that time, and later requested that Staff also look at additional items, which included:

1. Updating the cost information relating to the average per acre price for land,
2. Ensuring that the park development fee recognizes passive parks,
3. Granting developers up to a 50% credit if they provide private park land and/or amenities on the site, and
4. Granting developers up to a 100% credit if they provide private park land and/or amenities on the site in the City's extraterritorial jurisdiction (ETJ).

Staff have reviewed these items and will provide a presentation and recommendation on them to seek direction from the City Council.

Budget & Financial Summary: N/A

Attachments:

1. UDO Section 8.8 Parkland Dedication Ordinance

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Sec. 8.8. Requirements for Park Land Dedication.

principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the City, agreeing to pay to the City of College Station, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the developer is responsible under this Section. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the developer's engineer and approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide.

2. If one (1) of the two (2) types of security is filed by the developer and accepted by the City as described above, the City Engineer shall inspect and approve the construction of public improvements in accordance with the requirements of this UDO when same occurs. If the developer fails to properly construct some or all required public improvements, the City Attorney shall, on direction of the City Council, proceed to enforce the guarantees provided in this Section.
3. The City Engineer may extend the period of time by when completion of public improvements is to occur regardless of time periods that may be iterated elsewhere in this UDO. Such extension of time shall be granted upon a showing of good cause and shall be reported to the Commission and recorded in the minutes. No such extension shall be granted unless security, as provided herein, has been provided by the developer covering the extended period of time and provided that such extension does not jeopardize the general public health, safety, and welfare.

Per Ordinance No. 2011-3308 (January 13, 2011)

(Ord. No. 2012-3449, Pt. 1(Exh. K), 9-27-2012)

Sec. 8.8. Requirements for Park Land Dedication.

A. Purpose.

This Section is adopted to provide recreational areas in the form of neighborhood park facilities as well as community park facilities as a function of subdivision and site development in the City of College Station and its Extra-Territorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

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Sec. 8.8. Requirements for Park Land Dedication.

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks and community parks is by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and located within convenient distances from a majority of the residences to be served thereby located within park zones established by the City. The park zones established by the College Station Parks and Recreation Department and shown on the official Parks and Recreation map for the City of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of purchasing, developing or improving neighborhood parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Typically, the landowner of a proposed residential development is the developer.

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within one-half- to three-mile radius. Community parks provide amenities that should complement neighborhood parks. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.

Community parks are generally twenty-five (25) to seventy (70) acres in size. However, larger and smaller community parks may be purchased, developed and/or improved to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of residents, and use by organizations and individuals from surrounding areas larger than for neighborhood parks. The acquisition, development, and improvement of the "basic" infrastructure and facilities for the usage of these community parks should be based upon the demand from the area residents it is intended to serve.

Therefore, the following requirements are adopted to affect the purposes stated above.

B. Applicability.

This Section applies to a landowner who develops land for residential use located within the City or within its extraterritorial jurisdiction.

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Sec. 8.8. Requirements for Park Land Dedication.

C. Requirements.

1. General.

The City Manager or his designee shall administer this Section with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for neighborhood park use or payment of a fee in lieu thereof, dedication of land for community parks or payment of a fee in lieu thereof, payment of a development fee for neighborhood parks or construction of the neighborhood park improvements to which such fee relates, and payment of a development fee for community parks or construction of the community parks improvements to which such fee relates. Requirements herein are based on actual dwelling units for an entire development. Increases or decreases in final unit count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications is attached hereto as Appendix I and incorporated and made a part of this Section for all purposes. The identification of park zones for neighborhood parks is as shown on City's Recreation, Park and Open Space Master Plan referenced herein and incorporated by reference.

2. Land Dedication.

- a.** The amount of land to be dedicated for neighborhood park land purposes and for community park purposes shall be as set forth in Appendix I.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family development,
- 2) Concurrently with the final plat for a single phase development,
- 3) For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or

Sec. 8.8. Requirements for Park Land Dedication.

- 4) The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication as set forth in Appendix I. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.
- For development located within the extraterritorial jurisdiction of the City, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in Appendix I provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same.

In lieu of dedicating park land for neighborhood parks and for community parks, a developer may request to meet some or all of the neighborhood park land dedication requirements, and some or all of the community park land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in Appendix I. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, whichever occurs first.

The City shall have the final authority in determining how much, if any, land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Appendix I for either, both, some or all of neighborhood park land or community park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in Appendix I and that no fee in lieu of land will be accepted.

a. Land Dedications equal or exceeding five (5) acres, and Dedications of Floodplains and Greenways:
For any proposed required neighborhood park land dedication

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equaling or exceeding five (5) acres of land or equaling or exceeding payment of a fee in lieu thereof, for any proposed required community park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the landowner must:

- 1) Obtain a recommendation from the Parks and Recreation Advisory Board, and
- 2) Obtain approval from the Planning and Zoning Commission pursuant to the Plat Review Section in Article 3 of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

- b. Dedications of less than five (5) acres not including floodplains or greenways:

For any proposed neighborhood park land dedication less than five (5) acre of land or the payment of a fee in lieu thereof, for any proposed required community park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the City Manager or his designee is authorized to accept and approve same if the following criteria are met:

- 1) The proposed dedication or fee provides a sufficient amount of neighborhood park land existing in the park zone of the proposed development for required neighborhood park land dedication, or the proposal provides a sufficient amount of community park land existing for the proposed development for required community park land dedication requirements, whichever applies;
- 2) Where the proposed dedication is insufficient for a neighborhood park site or for a community park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Appendix I;
- 3) Determination of acceptability of a proposed neighborhood park land dedication and for a proposed community park land dedication is based upon the City of College Station's Recreation,

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Park and Open Space Master Plan, as may be amended from time to time; and

- 4) The proposed development of the neighborhood park or community park is consistent with College Station's Recreation, Park and Open Space Master Plan, as may be amended from time to time.

In making his decision, the City Manager or his designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. Park Development Fee.

In addition to the land dedication requirements for neighborhood parks and for community parks, there are also park development fees established herein sufficient to develop neighborhood parks and community parks in ways that meet the City of College Station's Manual of Park Improvements Standards. The amount of development fees assessed to a developer subject to this Section for neighborhood and community parks is as shown in Appendix I. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

7. Construction of Park Improvements in Lieu of Development Fee.

A developer may elect to construct required neighborhood park improvements and/or community park improvements in lieu of paying the associated development fees as set forth herein. In such event:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of Parks and Recreation Department or his designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a building permit, whichever is applicable.
- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats and for building permits issuance, whichever is applicable.
- c. All plans and specifications shall meet or exceed the City's Manual of Park Improvement Standards in effect at the time of the submission.

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- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws.
- e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats and issuance of building permits, whichever is applicable. This includes the guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.

f. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:

- 1) Improvements have been constructed in accordance with the approved plans,
 - 2) All park land upon which the improvements have been constructed has been dedicated as required under this Section; and
 - 3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
- g.** Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City of College Station's Manual of Park Improvements Standards.
- h.** The developer shall be liable for any costs required to complete park development if:
- 1) Developer fails to complete the improvements in accordance with the approved plans; or
 - 2) Developer fails to complete any warranty work.

8. Submitting Fee.

Any fees required to be paid pursuant to this Section shall be remitted:

- a. Prior to the issuance of any building permits for multi-family development; or

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- b. Upon the submission of each final plat for single-family, duplex or townhouse development

9. Use of Fees.

Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. For fees in lieu of neighborhood park land dedication, fees may only be used for purchase, development and/or improvement of neighborhood parks located within the same zone as the development. For fees in lieu of community park land dedication, fees may only be used for the purchase, development, and/or improvement of community parks.

10. Reimbursement for City Acquired Park Land.

The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park zone for a neighborhood park or acquires park land for a community park, the City may require subsequent dedications to be in fee-in lieu-of-land only. This will be to reimburse the City for the cost(s) of acquisition.

D. Prior Dedication or Absence of Prior Dedication.

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units from what was originally proposed.

E. Comprehensive Plan Considerations.

The City's Recreation, Park and Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

Park zones for neighborhood parks are established by the City's Recreation, Park and Open Space Master Plan as a component of the City's Comprehensive Plan, and indicate service areas for neighborhood parks. Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the City's Recreation,

SUBDIVISION DESIGN AND IMPROVEMENTS

Sec. 8.8. Requirements for Park Land Dedication.

Park and Open Space Master Plan as land acquisitions or other circumstances dictate.

F. Special Fund; Right to Refund.

1. All neighborhood park land dedication fees will be deposited in a fund referenced to the park zone to which it relates. Community park land dedication fees will be deposited in a fund referenced to community parks.
2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within ten (10) years from the date received by the City for acquisition, development, and/or improvement of a neighborhood park or a community park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so encumbered by contract or purchase order or expended, the landowners of the property on the expiration of such period shall be refunded a prorated refund of such sum, computed on a square footage of area basis by the City.

G. Park Land Guidelines and Requirements.

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities.

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Sec. 8.8. Requirements for Park Land Dedication.

3. Land in floodplains or designated greenways will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain or greenway will be equal to one (1) acre of park land.
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.
5. Neighborhood park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them.
6. Where appropriate, sites with existing trees or other scenic elements are preferred.
7. Detention/retention areas may not be to meet dedication requirements, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet specific parks specifications in the City's Manual of Park Improvements Standards.
8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
9. It is desirable that fifty (50) percent of the perimeter of a park should abut a public street.
10. Community Parks should be accessible for major arterial streets so as to be accessible by large groups of people from large surrounding areas.

H. Warranty Required.

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
3. This warranty is in addition to any rights or warranties expressed or implied by law.
4. Where more than a one (1) year warranty is specified in the applicable

SUBDIVISION DESIGN AND IMPROVEMENTS

Sec. 8.8. Requirements for Park Land Dedication.

- plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this Ordinance.
 6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.
 7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
 8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.
 9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
 10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one-year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

APPENDIX I.

PARK LAND DEDICATION AND DEVELOPMENT FEES

COLLEGE STATION CODE

Sec. 8.8. Requirements for Park Land Dedication.

I. Neighborhood and Community Parks.

A. Dedication Requirements for Neighborhood Parks.

1. Land dedication.

Single-Family: One (1) acre per 117 Dwelling Units (DU)

Multi-Family: One (1) acre per 278 bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$274.00 per Dwelling Unit (DU)

Multi-Family: \$115.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$362.00 per Dwelling Unit (DU)

Multi-Family: \$152.00 per Bedroom (BR)

4. Total neighborhood park fees.

Single-Family: \$636.00 per Dwelling Unit (DU)

Multi-Family: \$267.00 per Bedroom (BR)

B. Dedication Requirements for Community Parks.

1. Land dedication.

Single-Family: One (1) acre per 128 Dwelling Units (DU)

Multi-Family: One (1) acre per 305 Bedrooms (BR)

2. Fee in lieu of land dedication.

Single-Family: \$250.00 per Dwelling Unit (DU)

Multi-Family: \$105.00 per Bedroom (BR)

3. Park development fee.

Single-Family: \$375.00 per Dwelling Unit (DU)

Multi-Family: \$315.00 per Bedroom (BR)

4. Total community park fees.

Single-Family: \$625.00 per Dwelling Unit (DU)

Multi-Family: \$420.00 per Bedroom (BR)

(Ord. No. 2012-3434, Pt. 1(Exh. A), 8-9-2012; Ord. No. 2012-3449, Pt. 1(Exh. K), 9-27-2012; Ord. No. 2015-3728, Pt. 1(Exh. A), 12-10-2015; Ord. No. 2017-3953, Pt. 1(Exhs. A—C), 10-26-2017; Ord. No. 2019-4111, Pt. 1(Exh. A), 7-25-2019)

SUBDIVISION DESIGN AND IMPROVEMENTS

Sec. 8.9. Certifications.

Sec. 8.9. Certifications.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS)

COUNTY OF BRAZOS)

I (we) _____, owner(s) and developer(s) of the land shown on this plat, and designated herein as the _____ Subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Owner(s)

STATE OF TEXAS)

COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20 ____.

Notary Public, Brazos County, Texas

(Seal)

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS)

COUNTY OF BRAZOS)

I, _____, Registered Public Surveyor (Engineer), No. _____, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

CERTIFICATE OF CITY ENGINEER

COLLEGE STATION CODE
Sec. 8.9. Certifications.

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

City Engineer
City of College Station

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, _____, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the ____ day of _____, 20____.

Chairman(s)

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS

COUNTY OF BRAZOS)

I, _____, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the ____ day of, 20____, in the Deed Records of Brazos County, Texas, in Volume _____ Page _____.

WITNESS my hand and official Seal, at my office in Bryan, Texas.

County Clerk
Brazos County, Texas

(SEAL)

CERTIFICATE OF CITY PLANNER (for Amending or Minor Plats)

I, _____, City Planner of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

City Planner
City of College Station

SUBDIVISION DESIGN AND IMPROVEMENTS

Sec. 8.9. Certifications.

CERTIFICATE OF APPROVAL (for ETJ Plats)

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the Final Plat of such subdivision on ____ day of _____, 20____. Signed this the ____ day of _____, 20____.

County Judge,
Brazos County, Texas

CERTIFICATE OF NO ACTION TAKEN

I, _____, Chairman of the Planning and Zoning Commission, hereby certify that the plat was filed with the Planning and Development Services Department on the ____ day of _____, and that the Planning and Zoning Commission failed to act on the plat within 30 days after the plat was filed.

Chairman

Per Ordinance No. 2011-3308 (January 13, 2011)
(Ord. No. 2012-3449, Pt. 1(Exh. K), 9-27-2012)

**August 26, 2021
Item No. 8.1.
Council Minutes**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption:

Presentation, discussion, and possible action of minutes for:

- August 12, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM081221 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
AUGUST 12, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:01 p.m. on Thursday, August 12, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel the College Station City Council convened into Executive Session at 4:01 p.m. on August 12, 2021, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and

- Kenneth Foley v. City of College Station.

B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property located generally at the intersection of State Highway 6 and Harvey Road in College Station.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- Council Self-Evaluation

Executive Session suspended at 5:42 p.m. and will return after the public meeting.

3. Reconvene from Executive Session and take action, if any.

No vote or action was taken in Executive Session.

4. Pledge of Allegiance, Invocation, consider absence request.

5. Hear Visitors Comments

No one signed up to speak.

6. Workshop Items

6.1. Presentation, discussion, and possible action regarding cluster subdivisions and ways to increase their use.

Rachel Lazo, Planning and Development, stated that at the May 27, 2021, City Council requested an update on cluster subdivisions and ways to incentivize them. Staff provided a presentation on the background on the cluster subdivision process in College Station and some potential ways to increase their use. There are Conventional Subdivisions and Cluster Housing Subdivision, such as Southern Trace and Greens Prairie Reserve.

Options/Incentives for Increased Use

- Density Bonuses (10-15% more units)
- Parkland Credit
- Require clustering for large scale developments (25,50,75+ acres)
- Additional design standards

Majority of the Council directed staff to move forward with the Options/Incentive

MOTION: Upon a motion made by Councilmember _____ and a second by Councilmember _____, the City Council voted seven (7) for and none (0) opposed, to approve the cluster subdivisions and ways to increase their use. The motion carried unanimously.

7. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Consent Items 7.8, 7.9 and 7.14 were pulled for discussion.

Item (7.8) Richard Mann, Fire Chief, gave a brief explanation of the agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$120,000. The ILA authorizes the cities to jointly prepare bids and proposals for the purchase of goods and services. It also allows the Cities to piggyback each other's bids and contracts when in our best interest. The City of Midlothian has conducted a formal sealed bid process for emergency medical supplies and executed an annual price agreement with Bound Tree Medical, LLC on February 10, 2021.

Item (7.9) Pete Caler, Interim Public Works Director, stated that the proposed agreement would allow CTTV, LLC dba Team 3 Rentals to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Item (7.14) Emily Fisher, Assistant Director Capital Projects, stated that this agreement will allow the City to widen the roadway across the railroad right of way with the payment of Right-of-Way fee, Maintenance fees and a Construction reimbursement payment from the City to Union Pacific Railroad. The amount to be paid to UPRR totals \$1,137,796. This includes \$95,000 for use of UP's right of way, \$221,000 for maintenance of the crossing for the next 20 years, and \$821,796 for the construction of the railroad crossing signal.

7.1. Presentation, possible action, and discussion of minutes for:

- **July 19, 2021 Special "Budget" Meeting**
- **July 20, 2021 Special "Budget" Meeting**
- **July 22, 2021 Council Meeting**
- **July 27, 2021 Special Meeting**
- **August 3, 2021 Special Meeting**

7.2. Presentation, discussion, and possible action regarding the first of two renewals of a contract with Engineering Consultants, Inc. for an annual amount not-to-exceed \$600,000 for electrical engineering services.

7.3. Presentation, discussion, and possible action regarding Change Order 2 in the amount of \$93,440 with Halff Associates, Inc for the Barron/Capstone Realignment project.

7.4. Presentation, discussion, and possible action on Ordinance No. 2021-4282 amending Chapter 2, "Administration," Art. V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-118 by amending certain sections relating to fees.

7.5. Presentation, discussion, and possible action on Ordinance No. 2021-4283 amending Chapter 40 "Utilities", Article I "In General" regarding utility meters.

7.6. Presentation, discussion, and possible action on Ordinance No. 2021-4284 amending Chapter 103, "Building Regulations," Article V, "Single-family and Duplex Unit Rental Registration," Section 103-248 by amending certain sections relating to fees.

7.7. Presentation, discussion, and possible action on the BVWACS Annual Operating and Maintenance and Capital budget.

7.8. Presentation, discussion, and possible action regarding approval of an annual blanket price agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$120,000.

7.9. Presentation, discussion, and possible action on the second reading of franchise agreement Ordinance No. 2021-4285 with CTTV, LLC dba Team 3 Rentals for the collection of recyclables from commercial businesses and multi-family locations.

7.10. Presentation, discussion, and possible action regarding the first renewal of a service contract between the City of College Station and Rios Tree Services, Inc., for an annual amount not to exceed \$150,000 for tree trimming and removal services.

7.11. Presentation, discussion, and possible action on approving an annual contract not-to-exceed \$102,550 with Buyers Barricades Houston for the 2021 TAMU Football Post Game Day Traffic Control.

7.12. Presentation, discussion, and possible action regarding the first renewal of a contract for Overhead Electric Distribution Construction and Maintenance to Southern Electric Corporation of Mississippi for an amount not to exceed \$750,000.

7.13. Presentation, discussion, and possible action on an amendment adding Burleson County to the BVWACS Partnership and BVWACS Managing Entity Agreements.

7.14. Presentation, discussion, and possible action regarding an agreement between the City of College Station and Union Pacific Railroad Company to construct a railroad crossing at the intersection of Deacon Drive and FM 2154 and closing the existing crossing at Cain Road and FM 2154.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2021 advertised ad valorem tax rate of \$0.534618 per \$100 valuation resulting in an increase in tax revenues.

Mary Ellen Leonard, Finance Director, presented the public hearing on the tax rate. The proposed tax rate of 53.4618 cents per \$100 assessed valuation will generate \$51,722,744 in taxes. There is no increase in the tax rate from the 2020 tax rate proposed. The property taxes are used to fund the

general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

The certified property valuation totaled \$10.434 billion, which is a total increase of approximately a 4.35% increase in value over last year. The proposed budget recommends a tax of 2.8777 cents per \$100 of assessed valuation. The proposed tax rate is 53.4618 cents per \$100 assessed valuation with the Maintenance and Operations rate being 31.8175 cents per \$100 assessed valuation; and the Debt Service rate being 21.6443 cents per \$100 assessed valuation.

At approximately 6:20 p.m., Mayor Mooney opened the Public Hearing.

Michael Lee, College Station, is representing a group of citizens and came before Council to address concerns related to the tax rate. He referenced several recent Texas State Senate bills related to local government tax notification, agreeing with features in the bills such as notification to citizens and rate controls. He stated that even though the tax rate stayed the same taxes were raised and that the utility fund transfer is effectively a tax. Also, Mr. Lee believes that debt should be eliminated from the budget and the city should adopt zero-based budgeting.

There being no comments, the Public Hearing was closed at 6:31 p.m.

8.2. Presentation, discussion, and possible action on Ordinance No. 2021-4286 adopting the City of College Station 2021-2022 Budget; and presentation, discussion, possible action ratifying the property tax revenue increase reflected in the budget.

Mary Ellen Leonard, Finance Director, noted the Council will need to take two actions: 1) consider the FY 2021-2022 proposed budget in the amount of \$354,003,411; including proposed revisions of an increase of \$265,937; and 2) ratify the property tax revenue increase reflected in the budget.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2020-4286, the proposed FY22 budget for the City of College Station including proposed revisions of an increase of \$265,937 for a total proposed budget with revisions of \$354,003,411. The motion unanimously carried.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve ratifying the property tax increase reflected in the FY22 Budget. The motion unanimously carried.

8.3. Presentation, discussion, and possible action on approval of Ordinance No. 2021-4287 adopting the City of College Station 2021-2022 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.216442 per \$100 assessed valuation and the operations and maintenance portion being \$0.318176 per \$100 assessed valuation.

Mary Ellen Leonard, Director of Finance, presented the FY 2021-2022 ad valorem tax rate. The proposed tax rate of 53.4618 cents per \$100 assessed valuation is the same as the current tax rate. Also, presented the debt service portion being \$0.216442 per \$100 assessed valuation and the operations and maintenance portion being \$0.318176 per \$100 assessed valuation.

At approximately 6:59 p.m., Mayor Mooney opened for Citizen Comments.

Craig Regan, College Station, came before council to share his opinion that part of the money raised through the rise in property values would be better off in the hand of the taxpayers.

There being no comments, the Citizen Comments was closed at 6:01 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4287, that the property tax rate be increased by the adoption of a tax rate of 53.4618 cents per \$100 assessed valuation, which is effectively a 2.50 percent increase in the tax rate. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the maintenance and operations rate at 31.8176 cents per \$100 assessed valuation; and the debt service rate at 21.6442 cents per \$100 assessed valuation. The motion carried unanimously.

8.4. Presentation, discussion, and possible action Resolution No. 08-12-21-8.4 adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Mary Ellen Leonard, Finance Director, stated that Exhibit A of Section 2-118 of Chapter 2, “Administration,” ARTICLE V, “Finance,” DIVISION 2 “Fees, Rates and Charges,” of the Code of Ordinances, City of College Station, Texas is being revised to clarify the charging of collection fees for returned checks, charge back fees and notary public fees. The detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2022 budget document in the appendix section. There is no change to the anticipated revenue for FY22 for this clarification.

FY 22 Fee Adjustments

Planning

- Rate tied to CPI-U for all sections administered by Department
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Parks

- Rates typically change in the late wintertime frame annually

Fire

- Clarified 2 person minimum to standby special events
- Ambulance Billing contract is out for bid currently

Fiscal Services

- Court Fees are primarily determined by the State Legislature
- Clarified Consolidated Court fee.
 - ✓ No change in rate
- Clarified NSF and Notary fee.
 - ✓ No Change in rate

FY22 Utility Rates

Electric Rates

- Reclassifications to better account for Transmission Delivery Adjustment

- Possible change if Uplift charges from Winter Storm are revised
- Water & Wastewater Rates
- Rate Study waiting on Council Impact Fee decision

FY22 Utility / Fee

Parking

- Rates proposed to increase competing with University Parking

Solid Waste

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Drainage

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Roadway Maintenance

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 08-12-21-8.4, adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas. The motion carried unanimously.

8.5. Presentation, discussion, and possible action regarding Ordinance No. 2021-4288 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4288, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Maloney wanted to recognize David Gerling and Werner Rose for spearheading the Fun for all Park.

Councilmember Cunha thanked the College Station Pool Staff for their work.

Councilmember Brick reported on the Arts Council fund raising event.

Councilmember Nichols reported on the memorial bench for Marsy Clarke that was placed at the Fun for All Playground.

11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Cunha reported on the Bicycle Pedestrian and Greenways Committee and the comprehensive plan evaluation process.

Mayor Mooney reported on the Brazos Valley Council of Governments and the Medical School.

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Crompton requested a future item on a possible update to the previous history of the City of College Station book which documented 1938-1988 and possibly appointing a subcommittee to explore costs or an RPF.

Councilmember Harvell requested a date be placed on the item requested by Mayor Mooney on neighborhood integrity.

Councilmember Cunha requested a future item on the ordinance restricting citizens from charging for parking in neighborhoods.

Executive Session reconvened at 7:41 p.m. Councilmember Crompton recused himself from Executive Session and left the meeting.

Executive Session recessed at 8:09 p.m.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 8:09 p.m. on Thursday, August 12, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

August 26, 2021

Item No. 8.2.

Electrical Engineering Services Contract Renewal with McCord Engineering

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the first renewal of two (2) for professional services contracts with McCord Engineering, Inc. in an amount not to exceed \$600,000 for electrical engineering services.

Relationship to Strategic Goals:

Financial Sustainability

Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve Renewal 1 for Contract 20300510 with McCord Engineering, Inc. for the not-to-exceed amount of \$600,000.

Summary: This is the first of two possible renewals with an annual not-to-exceed amount of \$600,000. The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. for many years for engineering services. McCord Engineering is a highly-qualified local business and is very responsive to the needs of the City. Based on McCord's unique familiarity with the City's electric system, it is in the City's best interest to continue to contract with McCord to provide these services. As such, this contract is exempt from the City's Request for Qualifications process. It is anticipated that McCord Engineering will provide engineering and design services as needed for new and existing electric systems facilities additions and improvements.

Budget & Financial Summary: Funds are budgeted and approved in the Electric Utility's operating budget and in the Electric Utility Capital Improvement Projects Fund for professional services related electric capital improvement projects.

Attachments:

1. Mccord Contract 20300510 Renewal 1 Memo



July 22, 2021

ATTN: Mr. Rex Woods
McCord Engineering, Inc.
916 Southwest Parkway East
College Station, TX 77840

RE: C#20300510 Renewal #1
Engineering Services Retainer Contract

Dear Mr. Woods,

The City of College Station appreciates the services provided by McCord Engineering, Inc., this last year. We would like to exercise our option to renew the above referenced agreement for the term of July 23, 2021, through July 22, 2022, with a contract amount of Six Hundred Thousand, and 00/100 Dollars (\$600,000.00). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to rforsyth@cstx.gov, no later than July 30, 2021.

Sincerely,

Robyn Forsyth
Buyer C.T.P.M.
City of College Station
1101 Texas Avenue S
College Station, Tx 77840
rforsyth@cstx.gov
979-764-3437

Attachment

P.O. Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

CONTRACT #20300510 RENEWAL #1 ACCEPTANCE

By signing herewith, I acknowledge and agree to Contract #20300510 Renewal #1, for "Engineering Services Retainer Contract" in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Six Hundred Thousand, and 00/100 Dollars (\$600,000).

I understand this renewal term will be for the period beginning July 23, 2021, through July 22, 2022. This is the first of two possible renewals for this contract.

McCord Engineering, Inc.

By: 
Printed Name: Rex N. Woods
Title: President
Date: July 21, 2021

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

August 26, 2021

Item No. 8.3.

Contract Renewal for the City's Annual Price Agreement with Techline Inc., for electric warehouse inventory of Air Switches

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a Contract Renewal for the City's Annual Price Agreement with Techline Inc., for electric warehouse inventory of Air Switches with a ten percent unit price increase in the amount of \$18,900, for a total not to exceed contract amount of \$207,900.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financial Sustainability

Recommendation(s): Staff recommends an Annual Price Agreement with Techline, Inc. with a ten percent unit price increase in the amount of \$18,900. This is a contract estimate and within past fiscal year's history for city-wide electrical warehouse needs.

Summary: Council approved the original award for Electric Air Switches on August 13, 2020, Item #3.18, as a one-year (1) price agreement with an option to renew two (2) additional one (1) year terms.

Due to market volatility, Techline, Inc. has requested a ten percent increase in unit pricing in accordance with the Extension of Contract clause, which was included in the bid's terms and conditions. This total unit price increase of \$18,900 will increase the annual price agreement from \$189,000 to \$207,900.

Upon Council approval, staff will issue a blanket contract renewal to the vendor for an amount not to exceed \$207,900, to be used by Electric Warehouse throughout the next year.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued to staff.

Attachments:

1. 20300666R1 Techline Inc.Revised Renewal ltr



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 20300666R1 PROJECT#: _____ BID/RFP/RFQ#: 20-061

Project Name / Contract Description: Electric Warehouse Inventory of Air Switches

Name of Contractor: Techline, Inc.

CONTRACT TOTAL VALUE: \$ 207,900.00

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

☐ NEW CONTRACT ☒ RENEWAL # 1 ☐ CHANGE ORDER # _____ ☐ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Contract Renewal one of two possible for this Annual Price Agreement with Techline Inc. to provide Air Switches for Electric Utilities.

Funds are available and budgeted with the Electrical Fund. Various Projects may be expensed as supplies are pulled from inventory and issued to staff.

CRC Approval Date*: NA (If required)* Council Approval Date*: 08/26/2021 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ Performance Bond: NA Payment Bond: NA Info Tech: NA

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

NA

MAYOR (if applicable)

DATE

NA

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



July 23, 2021

ATTN: Mr. Gary Troxell
Techline Inc.
9609 Beck Circle
Austin, TX 78758

RE: Bid#20-061 C#20300666 Renewal #1
Annual Price Agreement for Air Switches

Dear Mr. Troxell,

The City of College Station appreciates the products and services provided by Techline, Inc., this last year. We would like to exercise our option to renew the above referenced agreement for the term of August 14, 2021, through August 13, 2022, with an agreed unit price increase of ten percent, for a revised contract amount of Two Hundred Seven Thousand Nine-Hundred and 00/100 Dollars (\$207,900.00). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to rforsyth@cstx.gov, no later than July 28, 2021.

Sincerely,

Robyn Forsyth
Buyer C.T.P.M.
City of College Station
1101 Texas Avenue S
College Station, Tx 77840
rforsyth@cstx.gov
979-764-3437

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

CONTRACT #20300666 RENEWAL #1 ACCEPTANCE

By signing herewith, I acknowledge and agree to Contract #20300666 Renewal #1, for “Annual Price Agreement for Air Switches” in accordance with all terms and conditions with a proposed unit price increase of ten percent, agreed to and accepted, for an amount not to exceed Two Hundred Seven Thousand Nine-Hundred and 00/100 Dollars (\$207,900).

I understand this renewal term will be for the period beginning August 14, 2021 through August 13, 2022. This is the first of two possible renewals for this contract.

TECHLINE INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

APA #20300666R1
Techline Inc. Proposed Price Increase

						APA effective 8/14/2021		FY 21-22 Proposed Pricing			
						Techline, Inc.		Techline, Inc.		Proposed Price Difference	% Difference
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended		
1	Group A-1 "Horizontal Air Switch 900 amp. Automation Ready, horizontally mounted switch, 25kV, 3 Pole, 150kV BIL, Torsional Control Rod. No Substitutions Our Inventory #285-077-00004	Hubell	AR114FFL	30	EA	\$ 4,300.00	\$ 129,000.00	\$ 4,730.00	\$ 141,900.00	\$ 430.00	10.00%
2	Group A-2 "Vertical Air Switch 900 amp. Automation Ready, vertically mounted switch, 25kV, 3 Pole, 150kV BIL, Reciprocating Control Rod. No Substitutions Our Inventory #285-077-00008	Hubbell	AR124FF	15	EA	\$ 4,000.00	\$ 60,000.00	\$ 4,400.00	\$ 66,000.00	\$ 400.00	10.00%
						Total Price	\$189,000.00	Total Price	\$207,900.00	\$ 18,900.00	10.0000%



Hubbell Utility Solutions
200 Center Point Circle STE 200
Columbia SC 29210

February 23, 2021

Dear Hubbell Utility Solutions Customer,

In November 2020 we communicated cost impacts to our business resulting in a price increase in the 2-4% range as we entered 2021. Unfortunately, those same cost impacts and future forecasts by industry participants are far outpacing earlier projections. In recent months, we have realized substantial increases in raw materials, freight, packaging, and other areas of the supply chain. Pricing for key commodities remains elevated with steel at a record high and volatility expected to continue throughout 2021. While we continuously try to mitigate customer impact, we must implement a price adjustment as a result of prolonged inflationary pressures.

Effective April 1, 2021, we will initiate an average price increase of 6% on a broad range of our products. Increases will vary (3-11%) depending on the product and material impact with some adjustments falling outside of this range.

Price adjustments will be implemented with the following guidelines:

- Existing HPS price lists and quotations will be expired on 3/31/2021. Existing CMC price lists and quotations will be evaluated and adjusted selectively.
- New HPS price lists and quotations will be issued by 3/1/2021 with an effective date of 4/1/2021.
- New quotation requests will reflect the above pricing actions.
- Pricing for orders received prior to 3/31/2021 for immediate shipment will be honored at the existing quoted prices.
- HPS and CMC reserve the right to limit order quantities on orders received prior to 3/31/2021.

We recognize the sensitivity of this matter and appreciate your support regarding pricing actions. If you have any questions, please contact your local Hubbell Utility Solutions representative. Thank you for your understanding and continued support of Hubbell.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken H. Carlson".

Ken H. Carlson
VP, HPS Sales & Marketing Services

A handwritten signature in black ink, appearing to read "Craig Lawson".

Craig Lawson
VP, CMC Sales & Marketing



Ken H Carlson
VP, Global Sales & Mktg Services
Sales and Marketing Services

Hubbell Power Systems, Inc.
200 Center Point Circle, STE 200
Columbia SC 29010

May 7, 2021

Dear Hubbell Utility Solutions Customer,

In February, we communicated to the industry that all major commodities, freight, logistic, packaging and labor costs were elevated and/or at record high levels. While volatility was expected to continue, we had no insight to foresee the new record levels we now are facing on all major commodities especially steel and resins. Not only are new records continually being set, availability of supply is a real threat to our business. Securing an adequate supply of steel and resins and managing logistics has gotten much more challenging over the last thirty (30) days. Like other manufacturers across all industries, these issues are challenging the production required to meet the demands of an extremely strong market.

These commodity and logistic increases have impacted all product lines to various degrees but especially steel and resin-based products. We continue to work diligently to mitigate the significant impact these increases have had on our business. At this time, we must implement an additional price adjustment on the product families which are listed below.

Effective June 7, 2021, we will initiate the following price increases:

Anchors & Pole-Line Hardware	19-23%	Arrester Products	1-4%
Barfield Products	10-15%	Bushing Products	2-4%
Cable Accessories	3-4%	Connectors Products	3-7%
CMC Utility Connectors	5-10%	Enclosure Products	10-16%
Fiberglass Constr. Products	3-5%	Insulator Products	3-5%
Lineman Tools & Equip.	3-5%	Switching & Fusing	3-6%
Utility Automation	3-6%	Wildlife Mitigation	3-5%

Price adjustments will be implemented with the following guidelines:

- Existing price lists and quotations including impacted products will be expired on 6/6/2021.
- New price lists and quotations including impacted products will be issued starting on 5/7/2021 with an effective date of 6/7/2021.
- New quote requests for impacted products will reflect the above pricing actions.
- Pricing for orders received prior to 6/7/2021 for immediate shipment will be honored at existing quoted prices.
- HPS reserves the right to limit order quantities for impacted products on orders received prior to 6/7/2021.

We recognize the sensitivity of this matter and appreciate your support regarding these necessary pricing actions. If you have any questions, please contact your local Hubbell Utility Solutions representative. Thank you for your continued support of Hubbell.

Sincerely,

Ken H. Carlson
Hubbell Utility Solutions
VP, Global Sales & Marketing Services

Craig Lawson
Hubbell Utility Solutions
VP, Sales & Marketing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. MoPac Expwy. #160 Austin TX 78746	CONTACT NAME: Larry Sue Dunn PHONE (A/C, No, Ext): 800-728-2374 E-MAIL ADDRESS: ldunn@higginbotham.net	FAX (A/C, No): 512-472-8888
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURER B : Federal Insurance Company		20281
INSURER C : Chubb Indemnity Insurance Company		12777
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1527149977

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			35990636	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73578171	11/3/2020	11/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			79888580	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71748519	11/3/2020	11/3/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			35990636	11/3/2020	11/3/2021	Limit \$ 1,844,222

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder when written contract requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when written contract requires such status

The General Liability, Automobile and Workers Compensation policies includes a blanket notice of cancellation to certificate holders endorsement, providing for See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Risk Management Department
PO Box 9960
College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Techline, Inc. 9609 Beck Circle Austin TX 78758
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is follow form over the General Liability, Automobile and Workers Compensation.

Re:Bid#20-061 C#20300666 Renewal #1

Thirty Day Notice of Cancellation Except Ten Day For Non Payment of Premium applies on the General Liability, Automobile and Workers Compensation.

Endorsement

<i>Policy Period</i>	NOVEMBER 3, 2019 TO NOVEMBER 3, 2020
<i>Effective Date</i>	NOVEMBER 3, 2019
<i>Policy Number</i>	3599-06-36 DAL
<i>Insured</i>	TECHLINE, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 19, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR THE PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

Policy Conditions**Endorsement**

Policy Period November 3, 2020 to November 3, 2021

Effective Date

Policy Number 35990636

Insured TECHLINE, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 43 (Ed. 6-11)

**NOTICE OF CANCELLATION -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 11/03/20 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. (20) 7174-85-19 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to TECHLINE, INC.

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation – Scheduled Person(s) or Organization(s)

When we cancel this policy we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **11-03-20**

Policy No. **(20) 7174-85-19**

Endorsement No.

Insured **TECHLINE, INC.**

Premium \$ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

August 26, 2021
Item No. 8.4.
Municipal Court Building Repairs

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a contract with E Contractors USA, LLC for building repairs to the City of College Station Municipal Court Building in the amount of \$138,923.34.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approving contract 21300593 with E Contractors USA, LLC for building repairs to the City of College Station Municipal Court Building in the amount of \$138,923.34.

Summary: E Contractors USA, LLC has provided building repair costs under the College Station cooperative pricing agreement Buy-Board Contract number 581-19. Repairs will include exterior building power washing, removal and replacement of window perimeter sealant and brick wall expansion joints, and window glass cleaning and sealing.

Budget & Financial Summary:

Funds are available in the Facility Maintenance operating budget.

Attachments:

1. 21300593 RR -Municipal Court Building Repairs



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300593 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Municipal Court Building Repairs

Name of Contractor: E Contractors

CONTRACT TOTAL VALUE: \$ 138,923.34

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A

Buy America Required ☐ Yes ☐ No ☐ N/A

Transparency Report ☐ Yes ☐ No ☐ N/A

☒ NEW CONTRACT ☐ RENEWAL # _____ ☐ CHANGE ORDER # _____ ☐ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding source acct# 10010720-5315 Buy Board# 581-19

(If required)*
CRC Approval Date*: _____ Council Approval Date*: 08/26/21 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ Performance Bond: BW Payment Bond: BW Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and E-CONTRACTORS USA, LLC (the "Contractor") for the construction and/or installation of the following:
City of College Station Municipal Court Building repairs.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Thirty-Eight Thousand Nine Hundred twenty-Three and 34 /100 Dollars (\$ 138,923.34).

1.06 Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.07 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.08 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.09 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.10 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.11 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.12 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.13 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.14 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.15 Parties. The "parties" are the City and the Contractor.

1.16 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.17 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.18 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.19 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including

retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.20 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.21 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this paragraph -2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under paragraphs 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware

of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the

Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- (b)** The names and addresses of all proposed subcontractors in writing.
- (c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the

Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.

(b) The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not

damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving

unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

(a) Defective work.

(b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(g) City's determination of an amount of liquidated damages.

(h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(j) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.



17.03 For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:



17.03 For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from

performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to

by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension

thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of TWO HUNDRED and NO /100 DOLLARS (\$200.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the

Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

27.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

27.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

27.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

27.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. Definitions:

Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers’ Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor’s/person’s Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid

original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived

from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every**

kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in section 1.10 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The removal of all debris related to the Work.
- (f) The acts and omissions of the subcontractors it hired.
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

44.01 This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be 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 this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that 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. 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 the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. 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.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 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 corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City 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.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 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.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

E CONTRACTORS USA

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20200234 01/03/2020

Superseded General Decision Number: TX20190234

State: Texas

Construction Type: Building

County: Brazos County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ELEV0031-003 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.60	33.705

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 24.42	7.12

PLUM0068-002 10/01/2019

	Rates	Fringes
PLUMBER.....	\$ 36.15	11.04

PLUM0211-002 10/01/2018

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 33.30	12.26

* PLUM0286-011 06/03/2019

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.35	13.52

SHEE0054-002 07/01/2017		

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 27.72	13.70

SUTX2014-009 07/21/2014		

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 14.56	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.68	0.00
ELECTRICIAN.....	\$ 22.96	4.83
FORM WORKER.....	\$ 11.83	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 13.35	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.74	5.25
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 10.96	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00

OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.00	0.00
OPERATOR: Grader/Blade.....	\$ 14.34	1.68
OPERATOR: Loader.....	\$ 14.01	0.44
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 13.11	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.14	0.00
ROOFER.....	\$ 13.75	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.62	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.97	1.23
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

Bond No. 4404436

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Page 107 of 190

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4404436

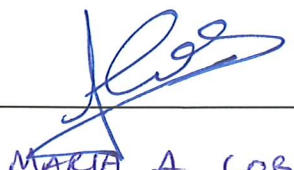
FOR THE CONTRACTOR:

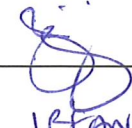
E CONTRACTORS USA

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

(Name of Contractor)

By: 

By: 

Name: MARIA A. COBAS

Name: IRFAN ASJI

Title: WITNESS

Title: MANAGING MEMBER

Date: August 12, 2021

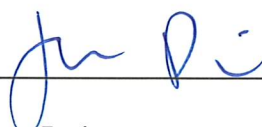
Date: August 12, 2021

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

FCCI Insurance Company

(Full Name of Surety)

By: 

6300 University Parkway

Name: Jason Parise

Sarasota, FL 34240

Title: Witness

(Address of Surety for Notice)

Date: August 12, 2021

By: 

Name: Kaylee Parise

Title: Attorney-in-Fact

Date: August 12, 2021

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4404436

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, E Contractors USA, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto FCCI Insurance Company, a corporation organized and existing under the laws of the State of FL, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Thirty-Eight Thousand Nine Hundred twenty-Three and 34 /100 Dollars (\$ 138,923.34) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 12th day of August, 20 2021, for City of College Station Municipal Court Building repairs., referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 4404436

FOR THE CONTRACTOR:

E CONTRACTORS USA

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: 

By: 

Name: MARIA A. COBAS

Name: Irfan ARSI

Title: WITNESS

Title: MANAGING MEMBER

Date: August 12, 2021

Date: August 12, 2021

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

FCCI Insurance Company
(Full Name of Surety)

By: 

6300 University Parkway

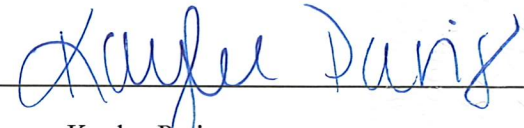
Name: Jason Parise

Sarasota, FL 34240

Title: Witness

(Address of Surety for Notice)

Date: August 12, 2021

By: 

Name: Kaylee Parise

Title: Attorney-in-Fact

Date: August 12, 2021

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Allen Bale; Frank Cruz; John R Wilson; Juanita Austin; Rainy Heady; Greg A Wilkerson; John R Wilson; Nikki Adams; Crystal Carlson; Bonni Stafford; Eunice Duong; Todd Durst; Talia D'Abramo; Johnny W Grabner; Kaylee Parise

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of August, 2021

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakdale Insurance Group, LLC 16554 Creek Bend Dr., Ste. 220 Sugar Land TX 77478		CONTACT NAME: Irma Lasanta Stenson PHONE (A/C, No, Ext): 713-779-0445 x.223 FAX (A/C, No): E-MAIL ADDRESS: commercialins@oakdalegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Gemini Insurance Company	NAIC # 10833
		INSURER B: Progressive Specialty Insurance	32786
		INSURER C: Starstone National Insurance Company	25496
		INSURER D: Texas Mutual Insurance Company	22276
		INSURER E: Berkshire Hathaway Specialty Insurance Company	11981
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Deductible: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	x	x	VIGP019509	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
	GENERAL AGGREGATE \$ 2,000,000							
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☐	x	x	00505384-2	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	x	x	71439V204AL	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 5,000,000	
	AGGREGATE \$ 5,000,000							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A	x	000241534	11/4/2020	11/4/2021	☒ PER STATUTE ☐ OTHER	
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
E	Builders Risk			47-MAR-000895-04	03/1/2021	03/1/2022	Catastrophe Limit Deductible (all perils) \$10,000,000 Deductible (windstorm) \$2,500 3% Tier1 - 2% Tier 2	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Contractor.

The GL Policy includes a blanket automatic additional insured endorsement based on signed agreement that provides additional insured status to the certificate holder together with a waiver of subrogation for the same on primary and Non-Contributory basis. The City of College Station, its agents, officials, employees and volunteers, are included as Additional Insured to the GL, umbrella and commercial auto policies.

Contract# 21300593 City of College Station Municipal Court Building repairs.

CERTIFICATE HOLDER City of College Station Attn: Risk Management PO Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>AL Stenson</i>
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EXHIBIT D
PLANS AND SPECIFICATIONS



July 4, 2021

Craig Dohnalik
College Station
1207 Texas Ave,
College Station, TX. 77840

REV #5

RE: College Station – Municipal Court Building Envelope

Dear Mr. Dohnalik:

E Contractors is pleased to provide the following pricing for the above reference project. This project is priced in accordance with our job Order Contract Buy-Board for College Station. Our **Buy-Board Contract number (581-19)**.

Scope of Work

Scope All Plaster Wall Surfaces

- Power-wash all plaster surfaces.
- Detail all hairline cracks with elastomeric coating butter grade materials.
- Apply a base coat of elastomeric coating to plaster walls surfaces.
- After base coat is dry apply a finish coat of elastomeric coating to wall surfaces.

Scope Window Perimeter Sealant

- Remove all existing sealant at window frame metal to wall surface.
- Scrape clean bonding surface and then install new backer-rod.
- Seal window perimeter to wall surface with urethane sealant and then tool to a smooth finish.

Scope Window Glass to Metal Frame Sealant

- Clean bonding surfaces along window and metal frame.
- Seal frame to glass with Dow Corning Silicone sealant.
- Tool sealant to a smooth finish.

Scope Brick Wall Expansion Joints

- Remove existing sealant at wall joints.
- Lightly grind joints shoulders at wall joints.

16554 Creek Bend Drive, Suite 200. Sugar Land, Texas 77478
T: 713-493-2500 | F: 713-493-2501

- Install new backer-rod and urethane sealant and then tool sealant to a smooth finish.

Exclusions

- Unforeseen conditions.

Time of Construction

- Total Construction Timeframe: 5 weeks
 - Pre-Construction Phase 0 week
 - Material Lead Time 1 weeks
 - Construction Phase 4 Weeks
 - Post Construction Phase 0 week

Pricing for scope of work is as follows of the total project:

General Conditions based on all scope will be modified after scope selection has been accepted.

RS Means Estimate	\$ 79,227.50
Houston CCI .881	\$ (9,428.07)
Buy-Board Coefficient	\$ (19,543.84)
Bond 2.5%	\$ 0.00
Permit Cost including 2% Markup	<u>\$ 0.00.</u>

Total (Rounded)	\$ 50,256.00
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All Plaster Wall Surfaces	\$ 17,491.37
Window Perimeter Sealant	\$ 18,976.32
Window Glass to Metal Frame Sealant	\$ 43,982.16
Brick Wall Expansion Joints	<u>\$ 4,829.90</u>

Overall Cost of Project with General Conditions

RS Means Estimate	\$ 213,670.30
Houston CCI .881	\$ (25,426.77)
Buy-Board Coefficient	\$ (52,708.19)
Bond 2.5%	\$ 3,388.00
Permit Cost including 2% Markup	<u>\$ 0.00.</u>

Total (Rounded)	\$ 138,923.34
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E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at 281-908-5790 or by email at emckinzie@econtractors.com.

Sincerely,

Ed McKinzie

Ed McKinzie
Project Manager

Attachments:
RS Means Estimate

EXHIBIT E
CONSTRUCTION SCHEDULE

Time of Construction

- Total Construction Timeframe: 5 weeks
 - o Pre-Construction Phase 0 week
 - o Material Lead Time 1 weeks
 - o Construction Phase 4 Weeks
 - o Post Construction Phase 0 week

EXHIBIT F
SCHEDULE OF VALUES

COCs 300 KRENEK TAP ROAD WATERPROOFING WBS Breakout Rev 5
COLLEGE STATION
TEXAS

Data Release: Year 2021 Quarter 2 Unit Cost Estimate by WBS

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
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COCs 300 KRENEK TAP ROAD WATERPROOFING WBS Breakout (Rev 4 ----- remove interior scope)

2	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	
4	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 14,900.00	\$ -	\$ 14,900.00	estimated production schedule is 4 weeks exterior
500	015626500100	Temporary fencing, chain link, 6' high, 11 ga	L.F.	\$ 3,175.00	\$ 1,885.00	\$ -	\$ 5,060.00	
3	015433400075	Rent aerial lift, articulating boom, to 60' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 4,824.30	\$ 4,824.30	
4	015436501400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	\$ -	\$ 2,700.00	\$ 984.00	\$ 3,684.00	
4	015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	Week	\$ -	\$ 13,900.00	\$ 7,600.00	\$ 21,500.00	
70	015423700090	Scaffolding, steel tubular, regular, frame, rent/mo, 6'-4" high x 5' wide	C.S.F.	\$ -	\$ 18,270.00	\$ -	\$ 18,270.00	
240	015423702200	Scaffolding, steel tubular, regular, accessory, cross brace, rent/mo	Ea.	\$ 1,524.00	\$ -	\$ -	\$ 1,524.00	
240	015423702500	Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo	Ea.	\$ 885.60	\$ -	\$ -	\$ 885.60	
48	015423702550	Scaffolding, steel tubular, regular, accessory, screw jack & plate, rent/mo	Ea.	\$ 171.84	\$ -	\$ -	\$ 171.84	
24	015423702650	Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long	Ea.	\$ 114.96	\$ -	\$ -	\$ 114.96	
24	015423702600		Ea.	\$ 292.80	\$ -	\$ -	\$ 292.80	

WBS Breakout Rev 4 General Conditions

							\$ 79,227.50	
		Houston CC .881					\$ (9,428.07)	
		BuyBoard Coefficient .72					\$ (19,543.84)	
		Sub Total					\$ 50,255.59	
		Bond						
		Grand Total					\$ 50,255.59	

14500	099653100100	Paints & coatings, elastomeric coatings, high build, water proof, one coat system, concrete, brush	S.F.	\$	3,190.00	\$	13,195.00	\$	-	\$	16,385.00
900	030130711210	epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, up to 1/16" (0.0625") wide x 4" deep.	L.F.	\$	684.00	\$	3,654.00	\$	-	\$	4,338.00
900	030130711010	epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, clean/grind surface(s) free of	L.F.	\$	-	\$	1,458.00	\$	-	\$	1,458.00
900	030130711015	epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, rout crack with v-notch crack chaser if	L.F.	\$	81.00	\$	1,818.00	\$	243.00	\$	2,142.00
900	030130711020	epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, blow out crack with oil-free dry	L.F.	\$	-	\$	198.00	\$	9.00	\$	207.00
14500	090190930790	Surface preparation, exterior, siding, stucco, pressure wash, based on 2500 lb operating pressure	S.F.	\$	-	\$	2,610.00	\$	435.00	\$	3,045.00

	\$	27,575.00
Houston CC .881	\$	(3,281.43)
BuyBoard Coefficient .72	\$	(6,802.20)
Sub Total	\$	17,491.37
Bond		
Grand Total	\$	17,491.37

1800	050110516250	6.7 lb sand per S.F., commercial blast, existing coat badly pitted, nodules (SSPC-SP6)	S.F.	\$ 2,286.00	\$ 5,562.00	\$ 720.00	\$ 8,568.00	LIGHT SAND BLAST ON STAIRS
1800	070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	L.F.	\$ -	\$ 1,692.00	\$ -	\$ 1,692.00	REMOVE SEALANT ON ROOF CAP METAL SPLICE JOINT
1800	079219100050	Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place	L.F.	\$ 10,440.00	\$ 6,210.00	\$ -	\$ 16,650.00	
1800	079123100092	Pre-formed joint seals, backer rod, polyethylene, 1" dia	L.F.	\$ 306.00	\$ 2,700.00	\$ -	\$ 3,006.00	

	\$	29,976.00
Houston CC .881	\$	(3,560.00)
BuyBoard Coefficient .72	\$	(7,379.68)
Sub Total	\$	18,976.32
Bond		
Grand Total	\$	18,976.32

WBS 3 Window Glass to Metal Frame Sealant

2150	070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	L.F.	\$ -	\$ 2,021.00	\$ -	\$ 2,021.00	
2150	050110516250	6.7 lb sand per S.F., commercial blast, existing coat badly pitted, nodules (SSPC-SP6)	S.F.	\$ 2,730.50	\$ 6,643.50	\$ 860.00	\$ 10,234.00	
2150	090190930480	Surface preparation, exterior, windows, per side, wire brush, metal, 1-2 lite, excl. trim	S.F.	\$ -	\$ 2,644.50	\$ -	\$ 2,644.50	
2150	088520100050	Structural adhesive, 1/4" x 1/4" joint seal	L.F.	\$ 473.00	\$ 7,202.50	\$ -	\$ 7,675.50	
2150	088510101020	Glazing accessories, glazing compound, metal	L.F.	\$ -	\$ 24,832.50	\$ -	\$ 24,832.50	
2150	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 451.50	\$ 1,591.00	\$ -	\$ 2,042.50	
2150	079219100050	Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place	L.F.	\$ 12,470.00	\$ 7,417.50	\$ -	\$ 19,887.50	
WBS 3 Window Glass to Metal Frame Sealant Subtotal					\$ 69,337.50			
Houston CC .881					\$ (8,251.16)			
BuyBoard Coefficient .72					\$ (17,104.17)			
Sub Total					\$ 43,982.16			
Bond								
Grand Total					\$ 43,982.16			

WBS 4 Brick Wall Expansion Joints

510	079123100092	Pre-formed joint seals, backer rod, polyethylene, 1" dia	L.F.	\$ 86.70	\$ 765.00	\$ -	\$ 851.70	
510	071616200020	Cementitious waterproofing, cement base, 1/8" thick, sprayed on	S.F.	\$ 326.40	\$ 877.20	\$ 362.10	\$ 1,565.70	
510	079219100050	Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place	L.F.	\$ 2,958.00	\$ 1,759.50	\$ -	\$ 4,717.50	
510	070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	L.F.	\$ -	\$ 479.40	\$ -	\$ 479.40	
WBS 4 Brick Wall Expansion Joints Subtotal							\$ 7,614.30	
Houston CC .881							\$ (906.10)	
BuyBoard Coefficient .72							\$ (1,878.30)	
Sub Total							\$ 4,829.90	

Bond
Grand Total

\$ 4,829.90

COCS 300 KRENEK TAP ROAD WATERPROOFING WBS Breakout Rev 4 remove interior

RS Means Estimate	\$	213,670.30
Houston CC .881	\$	(25,426.77)
BuyBoard Coefficient .72	\$	(52,708.19)
Sub Total	\$	135,535.34
Bond		
Grand Total	\$	135,535.34

August 26, 2021
Item No. 8.5.
Intersections Controlled with Stop and Yield Signs

Sponsor: Troy Rother, Senior Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding ordinances amending Chapter 38, “Traffic and Vehicles”, “Traffic Schedule III, Stop Signs” and “Traffic Schedule IV, Yield Signs” by adding various new stop signs and yield signs.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approving the ordinance.

Summary: This item will modify the traffic control device inventory by updating Chapter 38, “Traffic and Vehicles,” Schedule III and IV by adding STOP signs and YIELD signs at various intersection approaches throughout the city. The list of those locations can be found in the attachments.

Budget & Financial Summary: The “Stop” and “Yield” signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Stop Sign Ordinance 2021
2. Yield Sign Ordinance 2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1003 “TRAFFIC SCHEDULE III, STOP SIGNS”, BY ADDING THE INTERSECTIONS OF VARIOUS STREETS WITHIN COLLEGE STATION, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1003 “Traffic Schedule III, Stop Signs” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1003 “Traffic Schedule III, Stop Signs” is hereby amended by adding and is to read as follows:

Creek Meadow Blvd	Cottonwood Creek Ln	South
Cottonwood Creek	Long Creek Drive	East
Cottonwood Creek	Timber Creek	West
Timber Drive	Timber Creek	South
Collin Mills Drive	Slocum Hill Drive	South
Slocum Hill Drive	Feather Run	West
Bandera Bend Drive	Slocum Hill Drive	North

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1004 “TRAFFIC SCHEDULE IV, YIELD SIGNS”, BY ADDING THE INTERSECTIONS OF VARIOUS STREETS WITHIN COLLEGE STATION, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1004 “Traffic Schedule IV, Yield Signs” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1004 “Traffic Schedule VI, Yield Signs” is hereby amended by adding and is to read as follows:

Buffalo Creek Loop	Timber Creek	North
Buffalo Creek Loop	Timber Creek	East
Wild Creek Court	Cottonwood Creek Ln	North
Wild Creek Court	Cottonwood Creek Ln	South
Crooked Creek path	Cottonwood Creek Ln	North
Crooked Creek path	Cottonwood Creek Ln	South
Walnut Nook Court	Crooked Creek Path	West
Tiger Creek Court	Crooked Creek Path	East
Long Creek Lane	Crooked Creek Path	West
Lodge Creek Court	Cottonwood Creek Ln	South
Oak Meadow Circle	Cottonwood Creek Ln	North
Oak Meadow Circle	Cottonwood Creek Ln	North
High Creek Court	Cottonwood Creek Ln	South
Caney Creek Court	Cottonwood Creek Ln	South
Bison Bend Court	Long Creek Ln	East
Haskell Hollow Loop	Crosby Creek Court	South
Haskell Hollow Loop	Crosby Creek Court	North
Collin Mills Drive	Haskell Hollow Loop	East
Bandera Bend Drive	Cottonwood Terrace	South

August 26, 2021
Item No. 8.6.
Southside project new stop signs

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, "Traffic Schedule II, Four-way stop intersections" and "Traffic Schedule III, Stop Signs" by adding various new stop signs.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

Summary: This ordinance amendment will modify the traffic control device inventory by updating Chapter 38, "Traffic and Vehicles," Schedule III and IV by adding STOP signs at various intersection approaches impacted by the Southside Safety Improvements Project.

Budget & Financial Summary: The new stop signs were installed as part of the Southside Neighborhood Safety Improvement project. Public Works Traffic division will maintain the signs.

Attachments:

1. CH 38 Stop Sign Ord Amend Southside Safety
2. Existing and New Stop Signs

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1002 “TRAFFIC SCHEDULE II, FOUR-WAY STOP INTERSECTIONS”, AND SECTION 38-1003 “TRAFFIC SCHEDULE III, STOP SIGNS”, BY ADDING THE INTERSECTIONS OF VARIOUS STREETS WITHIN COLLEGE STATION, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-way stop intersections” and Section 38-1003 “Traffic Schedule III, Stop Signs” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-way stop intersections” is hereby amended by adding and is to read as follows:

Park Place	Glade Street
------------	--------------

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1003 “Traffic Schedule III, Stop Signs” is hereby amended by adding and is to read as follows:

Anna Street	Glade Street	East
Anna Street	Glade Street	West
Glade Street	Anna Street	North
Holik Street	Anna Street	North
Holik Street	Anna Street	South
Holik Street	Park Place	South
Park Place	Anderson Street	East
Park Place	Anderson Street	West
Park Place	Timber Street	West

Project Location Map Southside Safety Improvements Project Existing and New Stop Signs

Legend

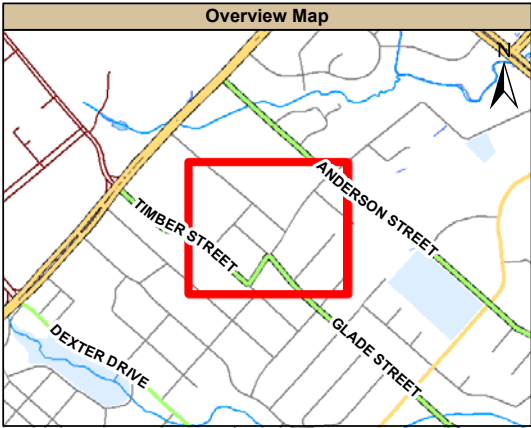
 Existing Stop Signs

Streets
Functional Classification

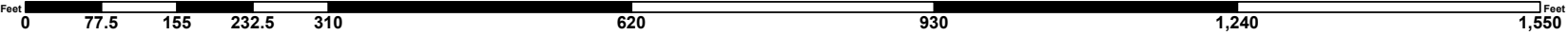
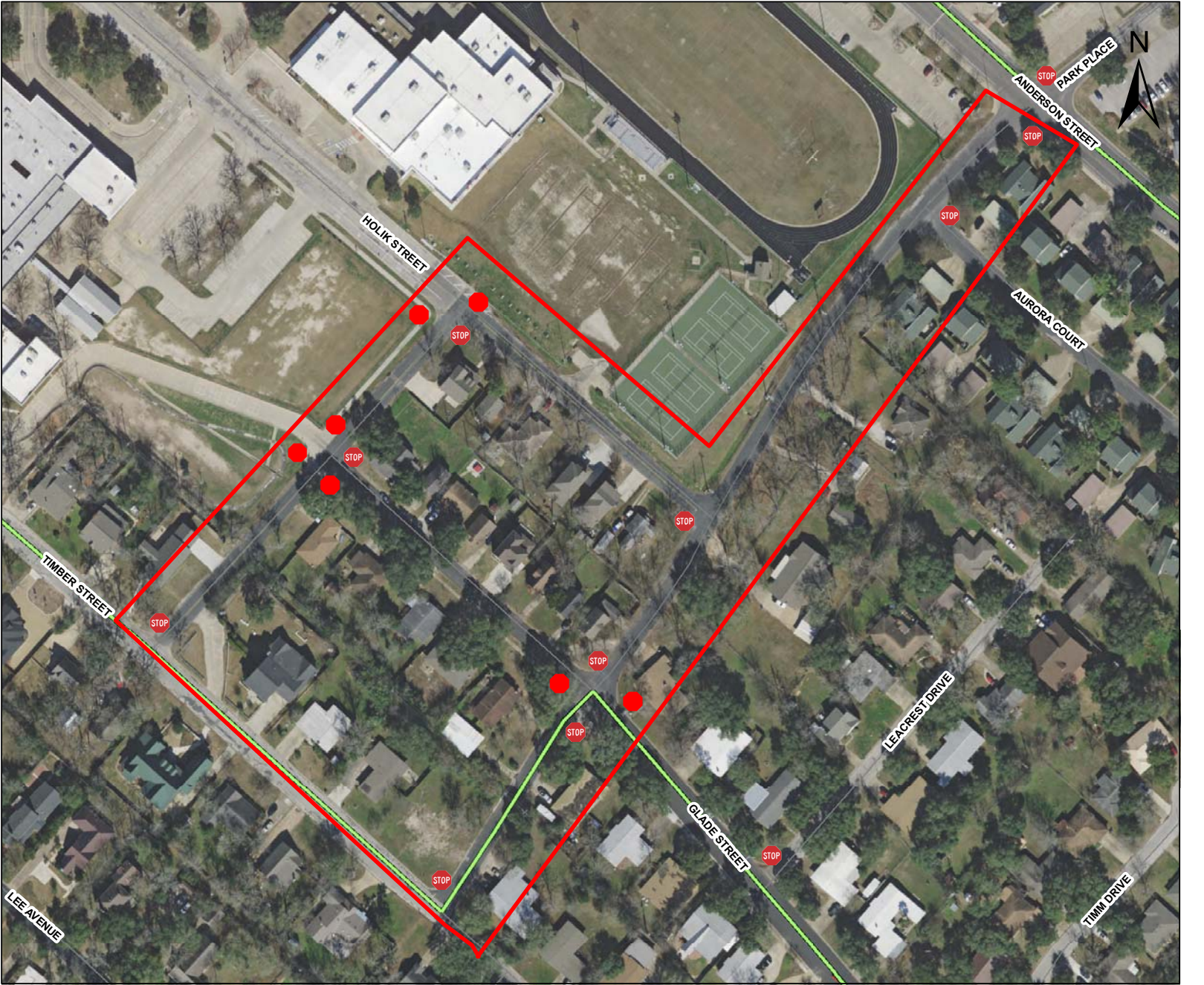
 MAJOR COLLECTOR

 LOCAL STREET

 New Stop Sign Locations



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



August 26, 2021

Item No. 8.7.

First Amendment to Costco Property Purchase Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action ratifying the First Amendment to the Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council ratify the first amendment to the property purchase agreement.

Summary: This amendment to the Purchase Property Agreement with Costco Wholesale Corporation extends the feasibility period to September 24, 2021, to allow for both parties to complete the due diligence related to the public infrastructure construction costs. The extension should provide for an improved timeline to review and determine shared costs. The amendment was executed by the City Manager on August 20, 2021, on behalf of the City and requires ratification by the City Council.

City staff expect to return to Council on September 23, 2021, with a participation agreement for the development of the necessary public infrastructure.

Budget & Financial Summary: No fiscal impact to the Property Purchase Agreement.

Attachments:

1. First Amendment to the Property Purchase Agreement with Costco



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300492 Amendment PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: First Amendment to the Real Estate Contract with Costco Wholesale Corporation
for 18.678 acres of Land at Midtown Business Park

Name of Contractor: Costco Wholesale Corporation

CONTRACT TOTAL VALUE: \$ 3,659,769 **Grant Funded** ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☒ **OTHER** Amendment 1

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Contract amendment to extend the period of due diligence for construction cost analysis.

CRC Approval Date*: N/A (If required)* **Council Approval Date*:** 08/26/21 **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

FIRST AMENDMENT TO PROPERTY PURCHASE AGREEMENT

This First Amendment to Property Purchase Agreement (this “**First Amendment**”) is made and entered into effective as of August 20, 2021 (“**Effective Date**”) by and between CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule City (“**Seller**”), and COSTCO WHOLESALE CORPORATION, a Washington corporation (“**Purchaser**”).

WHEREAS, Seller and Purchaser are parties to that certain Property Purchase Agreement dated effective April 22, 2021 (the “**Agreement**”) regarding an approximate 18.670 acre parcel of unimproved land located in Subdistrict “A” of the Midtown Business Park development in College Station, Texas;

WHEREAS, Seller and Purchaser have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. The foregoing recitals are hereby incorporated into this First Amendment for all purposes. All terms used herein with their initial letter capitalized shall have the meaning set forth in the Agreement unless otherwise defined herein.
2. The expiration date for the Feasibility Period is hereby extended to September 24, 2021.
3. (a) To the best of Seller’s current actual knowledge, (i) no default which is continuing exists under the Agreement, (ii) no condition exists which might give rise to a default under the Agreement, and (iii) no claim of any nature exists by Seller under the Agreement against Purchaser.

(b) To the best of Purchaser’s current actual knowledge, (i) no default which is continuing exists under the Agreement, (ii) no condition exists which might give rise to a default under the Agreement, and (iii) no claim of any nature exists by Purchaser under the Agreement against Seller.
4. The Agreement, as amended hereby, is hereby ratified and affirmed. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.
5. This First Amendment may be executed by the parties in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

SIGNATURE PAGE
FOR
FIRST AMENDMENT TO PROPERTY PURCHASE AGREEMENT
BY AND BETWEEN
COSTCO WHOLESALE CORPORATION, AS PURCHASER, AND
CITY OF COLLEGE STATION, TEXAS, A TEXAS HOME RULE CITY, AS SELLER

IN WITNESS WHEREOF, the parties have executed this First Amendment to Property Purchase Agreement, intending to be legally bound hereby as of the Effective Date.

SELLER:

THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule City

By _____
Name _____
Title _____

Date: _____

APPROVED:

Assistant City Manager/CFO

APPROVED AS TO FORM:

City Attorney

[Signatures continue on following page.]

SIGNATURE PAGE
FOR
FIRST AMENDMENT TO PROPERTY PURCHASE AGREEMENT
BY AND BETWEEN
COSTCO WHOLESALE CORPORATION, AS PURCHASER, AND
CITY OF COLLEGE STATION, TEXAS, A TEXAS HOME RULE CITY, AS SELLER

IN WITNESS WHEREOF, the parties have executed this First Amendment to Property Purchase Agreement, intending to be legally bound hereby as of the Effective Date.

PURCHASER:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By:

Name:

Title:


Bruce Goffey
AVP Corp. Counsel

August 26, 2021

Item No. 9.1.

College Heights Subdivision, Lots 1-6, Block 'C' - Public Utility Easement Abandonments

Sponsor: Alma Guerra

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 994 square foot portion of a 10-foot wide Public Utility Easement, a 2,512 square foot portion of a 15-foot wide Public Utility Easement, and a 2,512 square foot portion of a 15-foot wide Right of Way within Lots 1-6, Block 'C' of the College Heights Subdivision, according to the plat recorded in Volume 124, Page 259, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

Core Services & Infrastructure

Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the abandonments.

Summary: Abandonment of a 994 square foot portion of a 10-foot wide Public Utility Easement, a 2,512 square foot portion of a 15-foot wide Public Utility Easement, and a 2,512 square foot portion of a 15-foot wide Right of Way within Lots 1-6, Block 'C' of the College Heights Subdivision, according to the plat recorded in Volume 124, Page 259, of the Official Records of Brazos County, Texas.

The Right of Way and Easement abandonments are proposed by the applicant to address site constraints recognized during redevelopment of the property. The portions of Right of Way and Easements subject to abandonment are no longer necessary, as there is no need for public access within the right of way and no public infrastructure within either easement.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 994 SQUARE FOOT PORTION OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 5, BLOCK ‘C’, OF THE COLLEGE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, A 2,512 SQUARE FOOT PORTION OF A 15 FOOT WIDE PUBLIC UTILITY EASEMENT, AND A 2,512 SQUARE FOOT PORTION OF A 15 FOOT WIDE RIGHT OF WAY, BOTH PORTIONS LYING ALONG LOTS 1 – 6, BLOCK ‘C’, OF THE COLLEGE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 994 square foot portion of a 10 foot wide Public Utility Easement, said portion lying along Lot 5, Block ‘C’, of the College Heights Subdivision, according to the plat recorded in Volume 124, Page 259, of the Official Records of Brazos County, Texas, a 2,512 square foot portion of a 15 foot wide Public Utility Easement, and a 2,512 square foot portion of a 15 foot wide Right of Way, both portions lying along Lots 1 – 6, Block ‘C’, of the College Heights Subdivision, according to the plat recorded in Volume 124, Page 259, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portions hereinafter referred to as the “Right of Way and Easements”); and

WHEREAS, in order for the Right of Way and Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Right of Way and Easements described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right of Way and Easements will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Right of Way and Easements.
3. There is no anticipated future public need or use for the Right of Way and Easements.
4. Abandonment of the Right of Way and Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Right of Way and Easements as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



FIELD NOTES DESCRIPTION
OF A
994 SQUARE FOOT EASEMENT
BLOCK 'C', COLLEGE HEIGHTS
RICHARD CARTER LEAGUE, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 994 SQUARE FEET IN THE RICHARD CARTER LEAGUE, ABSTRACT 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK 'C', COLLEGE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND BEING THE SAME EASEMENT AS DESCRIBED IN VOLUME 1495, PAGE 32 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Eisenhower Street (50' R.O.W.) marking the south corner of said Lot 5 and the west corner of Lot 6, Block 'C';

THENCE, with the northeast right-of-way line of Eisenhower Street, **N 49° 32' 54" W** a distance of **10.00 feet** to the southwest corner of this herein described easement, from, which a 1/2 inch iron rod with cap stamped 'KERR 4502" found bears N 49° 32' 54" W, a distance of 86.56 feet;

THENCE, with through said Lot 5 and along the established lines of said easement for the following 4 courses:

- 1) **N 41° 48' 51" E** a distance of **68.32** feet to a point;
- 2) **N 48° 51' 08" W** a distance of **21.05** feet to a point;
- 3) **N 41° 08' 52" E** a distance of **10.00** feet to a point, for reference City of College Station control monument C594-122 bears N 39° 02' 44" E a distance of 1635.03 feet;
- 4) **S 48° 51' 08" E** a distance of **31.17** feet to a point on the common line of said Lot 5 and said Lot 6 and the east corner of this herein described easement;

THENCE, with the common line of said Lot 5 and Lot 6, **S 41° 48' 51" W**, a distance of **78.20** feet to the **POINT OF BEGINNING** hereof, and containing **944** square feet, more or less.

Surveyed on the ground November 2020 under my supervision. See plat prepared April 2021 for other information. The bearing basis for this survey is based on The Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North derived from the published coordinates of the City of College Station control monument C594-122 (Y:10216575.31; x:3555622.66) and as established by gps observation. Distances described herein are grid distances. To obtain surface distances (not areas) multiply by a combined scale factor of 1.00010948297328 (calculated using geoid12b). Reference drawing: 21-189 alley [Revised 05-25-21]

Brad Kerr

Registered Professional Land Surveyor No. 4502

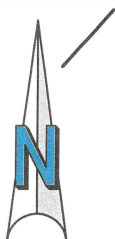
5/26/21



Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



SCALE: 1" = 20'

LOT 5
BLOCK 'C'

10' WIDE ELECTRICAL
EASEMENT
(1495/32 OPRBCT)

N 41°48'51" E 68.32'
994 SQ. FT.

POINT OF BEGINNING
1/2 INCH IRON ROD WITH CAP
STAMPED "KERR 4502" FOUND (CM)

1/2 INCH IRON ROD WITH
CAP STAMPED "KERR 4502"
FOUND (CM) BEARS:
N 49°32'54" W 85.56'

EISENHOWER STREET
50' R.O.W. (126/133, DRBCT)

10.00'
N 41°08'52" E
21.05'
N 48°51'08" W
S 48°51'08" E 31.17'

C594-122 BEARS:
N 39°02'44" E 1635.03'

GENERAL NOTES

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT C594-122 (Y:10216575.31; X:3555622.66) AND AS ESTABLISHED BY GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES. TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010948297328 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.



REVISED 05-25-21: ADDED GPS TIE

STANDARD LAND SURVEY PLAT OF AN EASEMENT ABANDONMENT BLOCK 'C'

COLLEGE HEIGHTS
VOLUME 124, PAGE 259 (DRBCT)
RICHARD CARTER LEAGUE, A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 11-30-2020 | PLAT DATE: 04-13-2021
JOB NUMBER: 21-189 | CAD NAME: 21-189 EASEMENT
POINT FILE: PASLER-GTG (cont); 20-656 (job)
DRAWN BY: NLBW CHECKED BY: BNK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



FIELD NOTES DESCRIPTION
OF A
2512 SQUARE FOOT ALLEY
(PUBLIC UTILITY EASEMENT)
BLOCK 'C', COLLEGE HEIGHTS
RICHARD CARTER LEAGUE, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 2512 SQUARE FEET IN THE RICHARD CARTER LEAGUE, ABSTRACT 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 15.00 FOOT WIDE ALLEY (PUBLIC UTILITY EASEMENT), BLOCK 'C', COLLEGE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT); SAID ALLEY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an "X" found in concrete in the southeast right-of-way line of University Drive E. (right-of-way width varies), same being the northwest line of the remainder of said Block 'C', marking the north corner of the remainder of Lot 4, Block 'C' and the west corner of said remainder of alley;

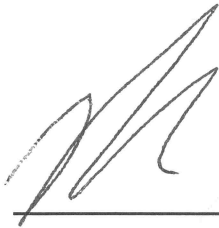
THENCE, with the southeast right-of-way line of University Drive E. and across the end of said alley **N 41° 28' 28" E** a distance of **15.00 feet** to an "X" found in concrete marking the west corner of the remainder of Lot 3, Block 'C', for reference City of College Station control monument C594-122 bears **N 41° 20' 52" E** a distance of 1560.89 feet;

THENCE, with the common line of said alley, said remainder of Lot 3 and Lots 2 and 1, Block 'C', **S 49° 31' 36" E** a distance of **167.48 feet** to a 1/2 inch iron rod with yellow plastic cap stamped "Kerr 4502" found in the common line of College Heights and College Vista, according to the plat recorded in Volume 126, Page 133 of the Deed Records of Brazos County, Texas, marking the south corner of said Lot 1 and the east corner of said remainder of alley;

THENCE, with the common line of College Heights and College Vista and across the end of said alley **S 41° 48' 51" W** a distance of **15.00 feet** to a 1/2" iron rod with yellow plastic cap stamped "Kerr 4502" found marking the south corner of said alley and the east corner of Lot 6, Block 'C';

THENCE, with the common line of said remainder of alley and said Lot 6, and Lot 5, Block 'C' and said remainder of Lot 4, **N 49° 31' 36" W**, a distance of **167.40 feet** to the **POINT OF BEGINNING** hereof, and containing 2512 square feet, more or less.

Surveyed on the ground November 2020 under my supervision. See plat prepared March 2021 for other information. The bearing basis for this survey is based on The Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North derived from the published coordinates of the City of College Station control monument CS94-122 (Y:10216575.31; x:3555622.66) and as established by gps observation. Distances described herein are grid distances. To obtain surface distances (not areas) multiply by a combined scale factor of 1.00010948297328 (calculated using geoid12b). Reference drawing: 21-189 alley [Revised 05-25-21]



8/4/21

Brad Kerr

Registered Professional Land Surveyor No. 4502



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



SCALE: 1" = 30'

N 41°28'28" E
15.00'

POINT OF BEGINNING
'X' FOUND IN CONCRETE (CM)

REMAINDER OF LOT 4 BLOCK 'C'

N/F PONDEROSA LAND DEVELOPMENT COMPANY TRACT TWO, 16695/186 (O.P.R.B.C.T.)

REVISED 08-04-21: LABEL IN ALLEY
REVISED 05-25-21: ADDED GPS TIE

LAND BOUNDARY SURVEY PLAT
OF AN ALLEY ABANDONMENT (PUBLIC UTILITY EASEMENT)
BLOCK 'C'
COLLEGE HEIGHTS
VOLUME 124, PAGE 259 (D.R.B.C.T.)
RICHARD CARTER LEAGUE, A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 11-30-2020 | PLAT DATE: 03-08-2021
JOB NUMBER: 21-189 | CAD NAME: 21-189 ALLEY
POINT FILE: PASLER-GTG (cont); 20-656 (job)
DRAWN BY: NLBW CHECKED BY: BNK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

UNIVERSITY DRIVE E.
R.O.W. WIDTH VARIES
(279/438 & 281/886, D.R.B.C.T.)
CS94-122 BEARS:
N 41°20'52" E 1560.89'

REMAINDER OF LOT 3 BLOCK 'C'

LOT 2, BLOCK 'C'

N/F PONDEROSA LAND DEVELOPMENT COMPANY TRACT ONE, 16695/186 (O.P.R.B.C.T.)

15' PUBLIC ALLEY
(PUBLIC UTILITY EASEMENT) 2512 SQ. FT.
N 49°31'36" W 167.40'
LOT 5 BLOCK 'C'

N/F PONDEROSA LAND DEVELOPMENT COMPANY TRACT THREE, 16695/186 (O.P.R.B.C.T.)

LOT 6 BLOCK 'C'

GENERAL NOTES

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT (CS94-122 (Y:10216575.31; X:3555622.66) AND AS ESTABLISHED BY GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES. TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010948297328 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.



1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND (CM)

LOT 1 BLOCK 'C'

COLLEGE VISTA BLOCK 'B'
PLAT, 126/133 (D.R.B.C.T.)

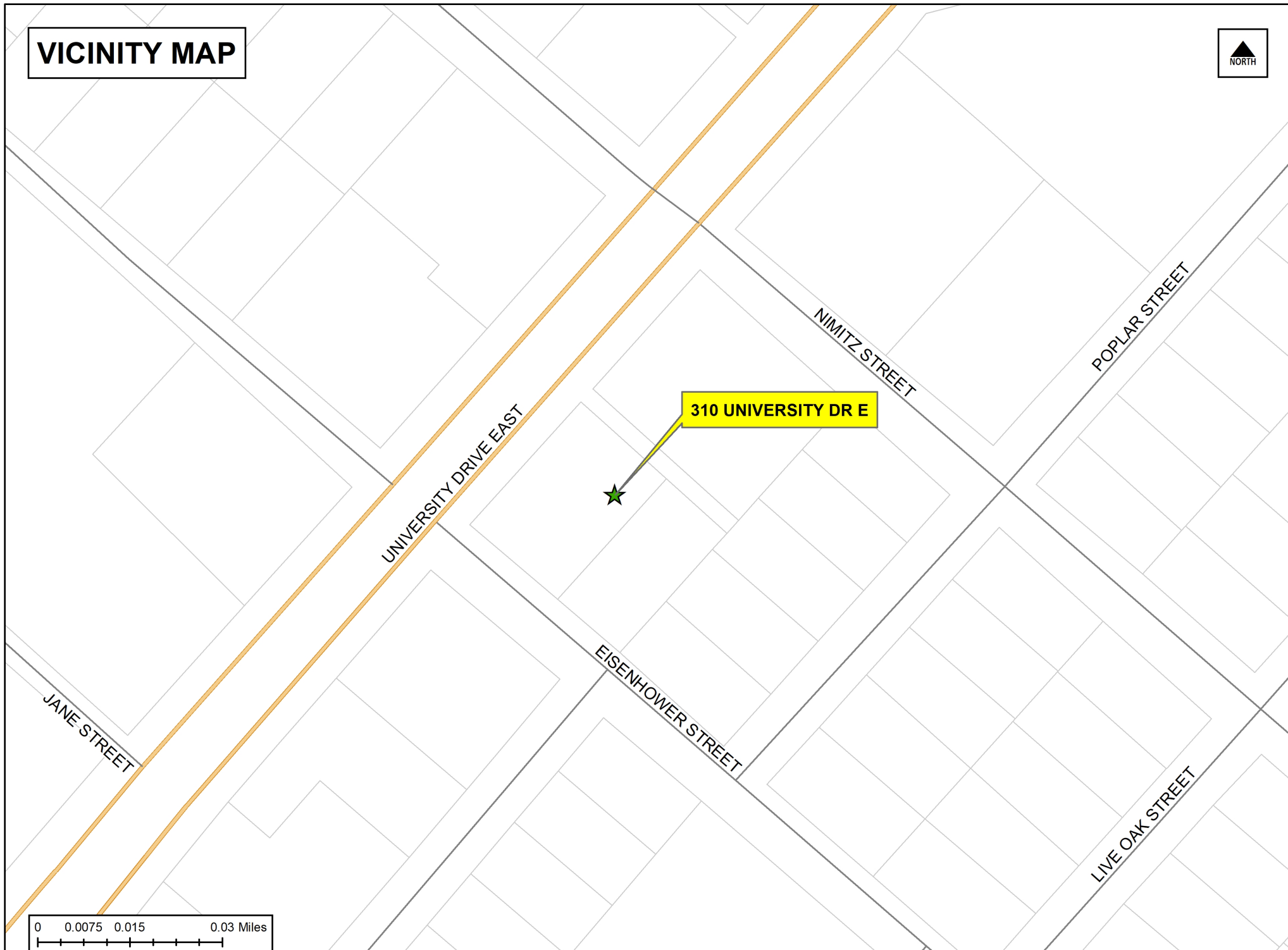


S 41°48'51" W 15.00'

1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND (CM)

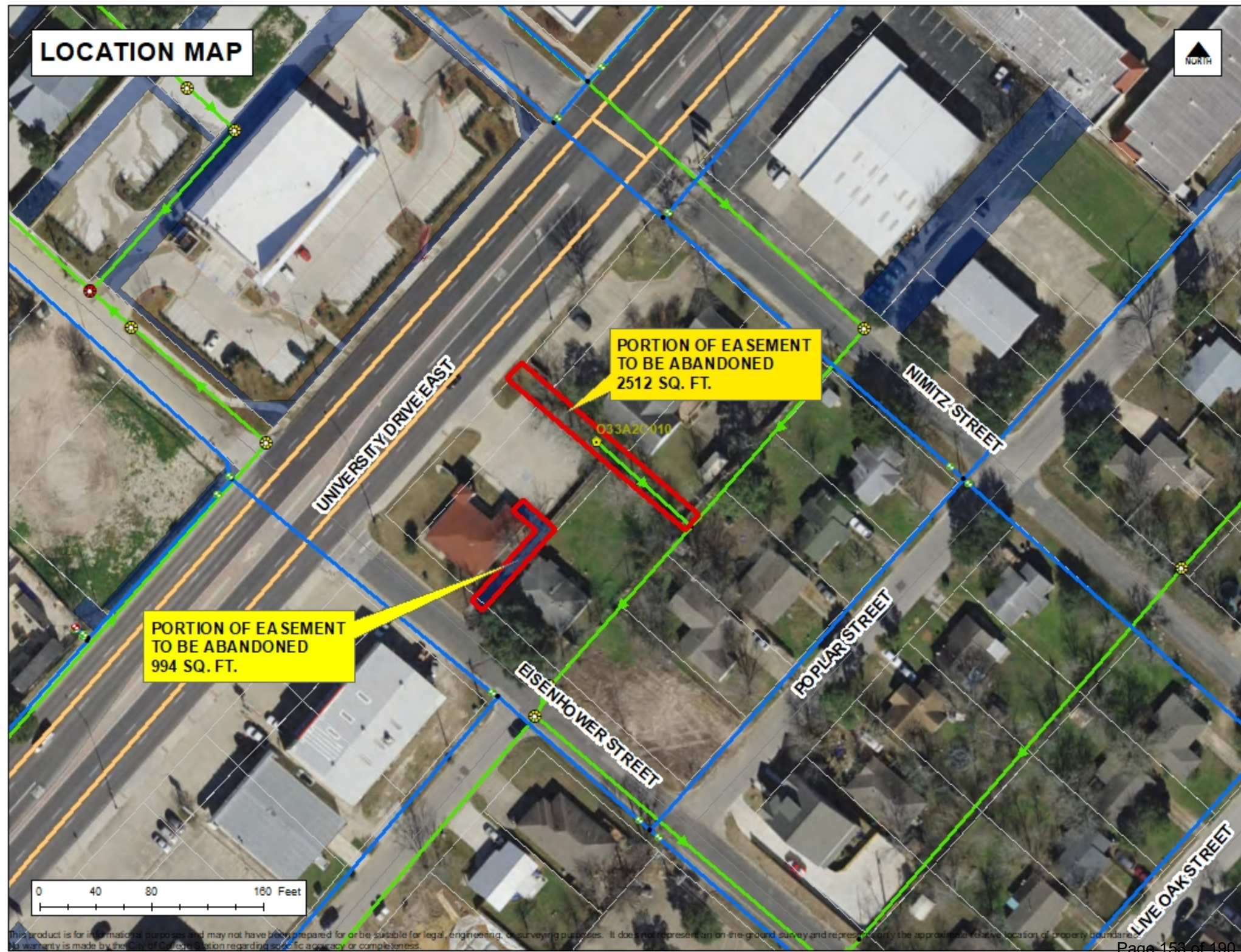
N/F POPLAR PLACE LP LOT 3, BLOCK 'B'
15640/67 (O.P.R.B.C.T.)

VICINITY MAP



0 0.0075 0.015 0.03 Miles

LOCATION MAP



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

310 University Dr. College Station, Tx 77840.

Tract Being Lots 1, 2, & 3, Block 'C' College Heights. Plat Recorded Volume 124, Page 259 of the D.R.B.C.T.
 300 University Dr College Station, Tx 77840 being a 10' Electrical Easement as shown on Exhibit 1.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Jose H Carmona, Jr., P.E. E-mail jcarmona@carmonaengineering.com
 Street Address 4040 Hwy 6 STE 200
 City College Station State Tx Zip Code 77845
 Phone Number 979-314-9021 Fax Number NA

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name CS-300 University/Ponderosa, LLC c/o Ponderosa Land Development Co E-mail jchang@ponderosaland.com
 Street Address: 4545 Post Oak Place, Suite 125
 City Houston State Tx Zip Code 77027
 Phone Number 713-920-9090 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

CS-300 University/Ponderosa, LLC

Signature and Title

James W. Chang
Authorized Agent

Date

5-7-2021

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

All property adjoining the abandonment of the alley have ROW frontage on University, Eisenhower Street, Nimitz Street, and Poplar Street. The utilities provided for adjoining properties utilize backlot easements and ROW.

Buildings have been demolished and all approval of abandonment have been received for 10' electrical easement

8. That there is no current public need or use for the easement or right-of-way because:

The ROW is not used by the public because it dead ends into a single family residential unit that is accessed through Poplar Street. All utility services are along the back property or accessed through Eisenhower Street or Nimitz Street. Currently, driveway access to the property is not located in the Alley ROW.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The clients plans to help the City of College Station alleviate congestion on University by providing access on Eisenhower Street and Nimitz Street. Currently, the Alley ROW does not have a direct driveway on University to be utilized by the public.

10. That all public utilities have access to serve current and future customers because:

All public utility services are provided on rear lot access and/or on Eisenhower Street and Nimitz Street ROWs.

Replat will have easements as necessary to access for buildings.

11. Such public right-of-way/easement has been and is being used as follows:

Based on the topographic survey, the Alley ROW is not being used by any public entity.

A new electrical service will be provided with easement by separate instrument.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

CS-300 University/Ponderosa, LLC

Signature and Title

James W. Chang,
Authorized Agent

Date

5-7-2021

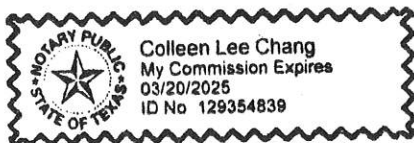
STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 7th day of May 2021 by
James W. Chang, Authorized Agent of CS-300 University / Ponderosa, LLC



Colleen Lee Chang
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 310 University Dr College Station, Tx 77840

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in
Tract 1, 2, & 3, Being Lots 1, 2, 5, & 6, Block 'C' College Heights. Plat Recorded Vol. 124, Pg. 259 of the D.R.B.C.T.

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

See attached Exhibit No. 1 for sealed copy of metes and bounds description of the 10' Electrical
Easement.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 310 University Dr College Station, Tx 77840

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 310 University Dr College Station, Tx 77840

300 University Dr. College Station, Tx 77840

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Keray LeMond Keray LeMond 5/5/2021
Title: Engineer

FRONTIER COMMUNICATIONS
~~VERIZON TELEPHONE COMPANY~~

By: Kevin Moseley 5-5-21
Title: OSP Engineering

SUDDENLINK COMMUNICATIONS

By: Dan Smith
Title: Sr. Supervisor - Ops 3/15/2021

5.5.2021 Resigned for 10' Electric
easement Abandonment

BRYAN TEXAS UTILITIES

By: GREG BURCHAMER
Title: ENGINEERING DESIGN MANAGER

Approved
5/7/2021
[Signature]

Application for Abandonment of a Public Right-of-Way / Easement

Location: 310 University Dr College Station, TX 77840

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X



City Engineer
City of College Station

X



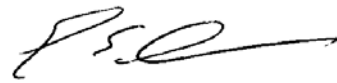
Building Official
City of College Station

X



Zoning Official
City of College Station

X



Fire Marshal
City of College Station

X



Electric Department
City of College Station

X



Water Services Department
City of College Station

X



Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

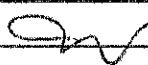
Location: 310 University Dr College Station, Tx 77840

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

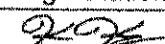
NAME: CS-300 University/Ponderosa, LLC c/o
Ponderosa Land Development Company

ADDRESS: 4545 Post Oak Place, Suite 125
Houston, Tx 77027

 James W. Chang, Authorized Agent

NAME: Poplar Place LP

ADDRESS: 1016 Harrington Ave
College Station, Tx 77840


MANABEE, TANZANITE MANAGEMENT LLC
c/o POPLAR PLACE, LP

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

August 26, 2021
Item No. 9.2.
14889-14895 FM 2154 Rezoning

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public Hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to WC Wellborn Commercial on approximately one acre located in the Benjamin Graham Subdivision, Block B, Lots 1-6, generally located at 14889-14895 FM 2154.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 19, 2021, meeting. A written Final Report of the Planning & Zoning Commission will be available at the City Council meeting. Staff recommends approval of the rezoning.

Summary: This request is to rezone approximately 1 acre of land located on FM 2154 (Wellborn Road), between Madison Street and Victoria Avenue, from R Rural to WC Wellborn Commercial. The tract was originally zoned R Rural upon annexation into the City in 2011. This zoning request is in effort to bring the existing businesses into compliance for future development.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated on the Comprehensive Plan Future Land Use and Character Map as Wellborn Commercial and is a part of the Wellborn Community Plan which was adopted by City Council on April 25, 2013. Wellborn Commercial is generally for concentrations of commercial activities that focus primarily on the nearby residents versus the larger community. Such uses should be limited in size and not accommodate for drive-thru services. Specific design elements described in the Wellborn Community Plan for Wellborn-area businesses have been incorporated into the development standards of the zoning to limit the visual impact on the community and enhance the defined character. The proposed zoning permits retail sales and service, allowing the property to be developed consistent with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The existing R Rural zoning allows for a mix of large acreages and large-lot residential developments, which is incompatible with the development in this area of the Wellborn Community Plan. Given the property's proximity to other businesses along FM 2154 and its designation Wellborn Commercial in the Comprehensive Plan, a rezoning to WC Wellborn Commercial will allow for commercial development supporting the economic growth along this primary corridor. The

continuation of commercial development is compatible with other businesses in the area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for commercial uses. The site has adequate space to meet the minimal dimensional standards for the WC Wellborn Commercial district. There is no floodplain on the property.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Domestic water and fire flow service for this tract will be provided by Wellborn SUD. Wastewater service for this tract will be provided by College Station via a sewer line located in the adjacent alley.

Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property has frontage to FM 2154 and Madison Street. FM 2154 is classified as a future 4-lane Major Arterial on the City's Thoroughfare Plan. Madison Street is a local street. A Traffic Impact Analysis (TIA) was not required for the rezoning request as the applicant showed the anticipated trip generation to be less than the threshold of 150 trips in the peak hour. At this time, infrastructure is adequate for the uses permitted by the proposed WC Wellborn Commercial zoning district.

5. The marketability of the property:

The applicant has stated that the current R Rural zoning is not the highest and best use for the property. The market price of the land exceeds the allowed use of the property and therefore is not marketable without a rezoning.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Future Land Use Map
4. Rezoning Map
5. Rezoning Exhibit
6. Background Information
7. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO WC WELLBORN COMMERCIAL ON APPROXIMATELY ONE ACRE OF LAND LOCATED AT 14889-14895 FM 2154 AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 26th day of August, 2021.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to WC Wellborn Commercial:

1.023 ACRE TRACT



Kerr Surveying, LLC
409 N. Texas Avenue
Bryan, Texas 77803
TBPELS Firm Registration No. 10018500

**METES AND BOUNDS DESCRIPTION
OF A
1.023 ACRE TRACT
ANDREW McMAHON SURVEY, A-167
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ANDREW McMAHON SURVEY, ABSTRACT NO. 167, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT CALLED TO BE ALL OF LOTS 1-6, BLOCK B, BENJAMIN GRAHAM SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 12, PAGE 394 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN “X” FOUND IN CONCRETE AT THE INTERSECTION OF THE EAST LINE OF FM 2154 (WELLBORN ROAD) AND THE SOUTH LINE OF MADISON STREET MARKING THE NORTHWEST CORNER OF SAID LOT 1, FOR REFERENCE COLLEGE STATION GPS CONTROL MONUMENT CS94-134 BEARS: N 04° 03’ 36” W FOR A DISTANCE OF 151.95 FEET (BEARING SYSTEM SHOWN HEREIN IS NAD83 [TEXAS STATE PLANE CENTRAL ZONE GRID NORTH] BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-134 [Y:10181578.09; X:3565553.00] AND AS ESTABLISHED BY GPS OBSERVATION, DISTANCES SHOWN HEREIN ARE GRID DISTANCES UNLESS OTHERWISE NOTED, AREAS DESCRIBED HEREIN AS MEASURED ARE CALCULATED FROM GRID DISTANCES, TO DETERMINE SURFACE DISTANCES, NOT SURFACE AREAS, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000093258478 [CALCULATED USING GEOID 12B]);

THENCE: N 86° 36’ 45” E ALONG THE SOUTH LINE OF MADISON STREET FOR A DISTANCE OF **144.14 FEET** TO A ½ INCH IRON ROD WITH CAP STAMPED “KERR 4502” FOUND ON THE WEST LINE OF AN ALLEY MARKING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE: S 03° 46’ 25” E ALONG THE WEST LINE OF SAID ALLEY FOR A DISTANCE OF **299.98 FEET** TO THE COMMON CORNER OF SAID LOT 6 AND LOT 7, BLOCK B, FOR REFERENCE A ½ INCH IRON ROD FOUND DISTURBED BEARS: N 87° 09’ 44” E FOR A DISTANCE OF 0.18 FEET;

THENCE: S 86° 36’ 45” W ALONG THE COMMON LINE OF SAID LOT 6 AND SAID LOT 7 FOR A DISTANCE OF **152.97 FEET** TO A ½ INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 MARKING THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE: N 02° 05’ 19” W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF **300.05 FEET** TO THE **POINT OF BEGINNING** CONTAINING **1.023 ACRES OF LAND** (AS MEASURED BY GRID DISTANCES), MORE OR LESS SURVEYED ON THE GROUND.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502
DATE: 03/15/2021

KERR SURVEYING, LLC | 409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
979-268-3195 | BRAD@KERRSURVEYING.NET | TBPELS FIRM# 10018500

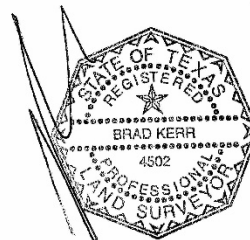
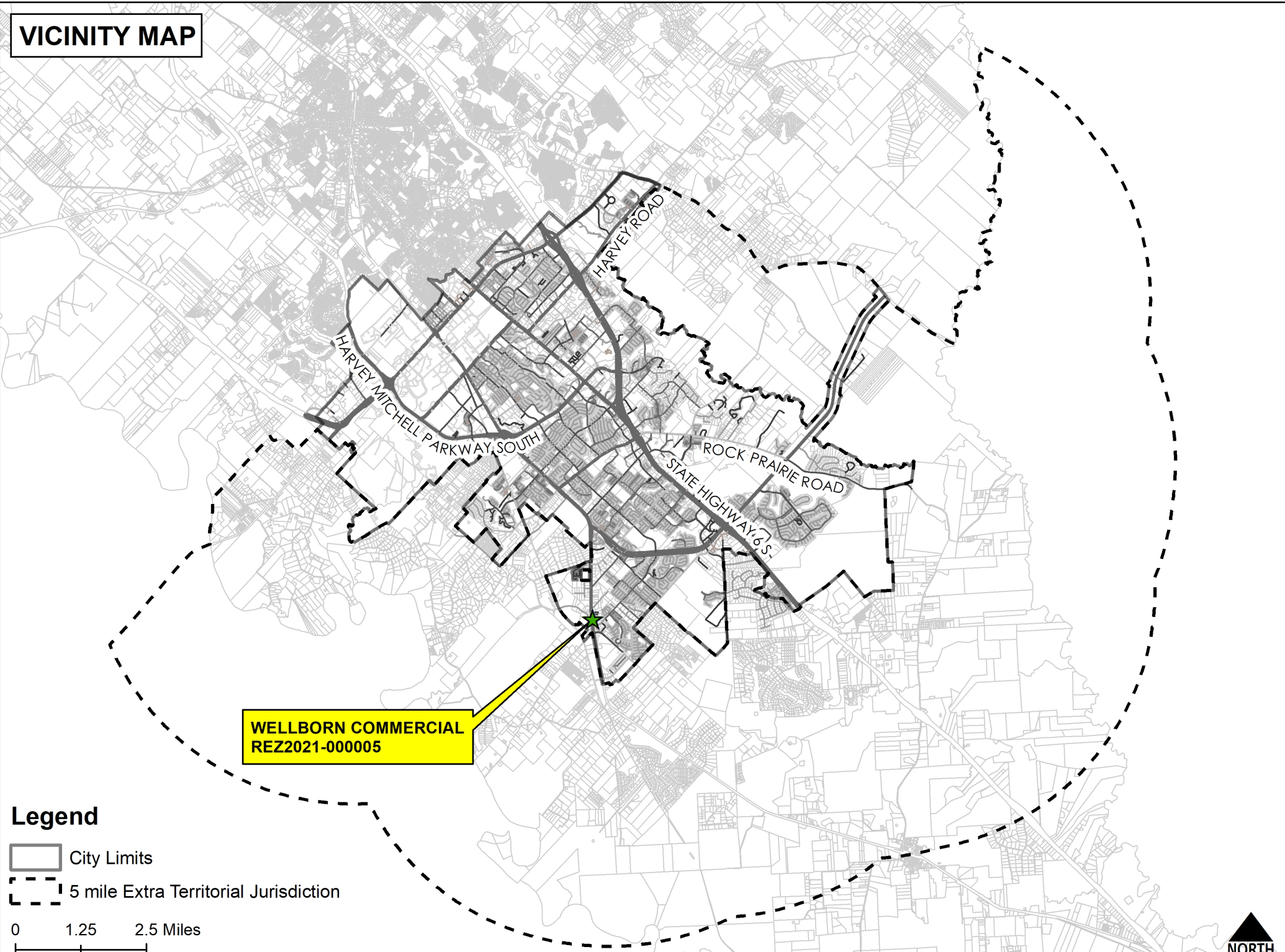


Exhibit B



VICINITY MAP



WELLBORN COMMERCIAL
REZ2021-000005

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



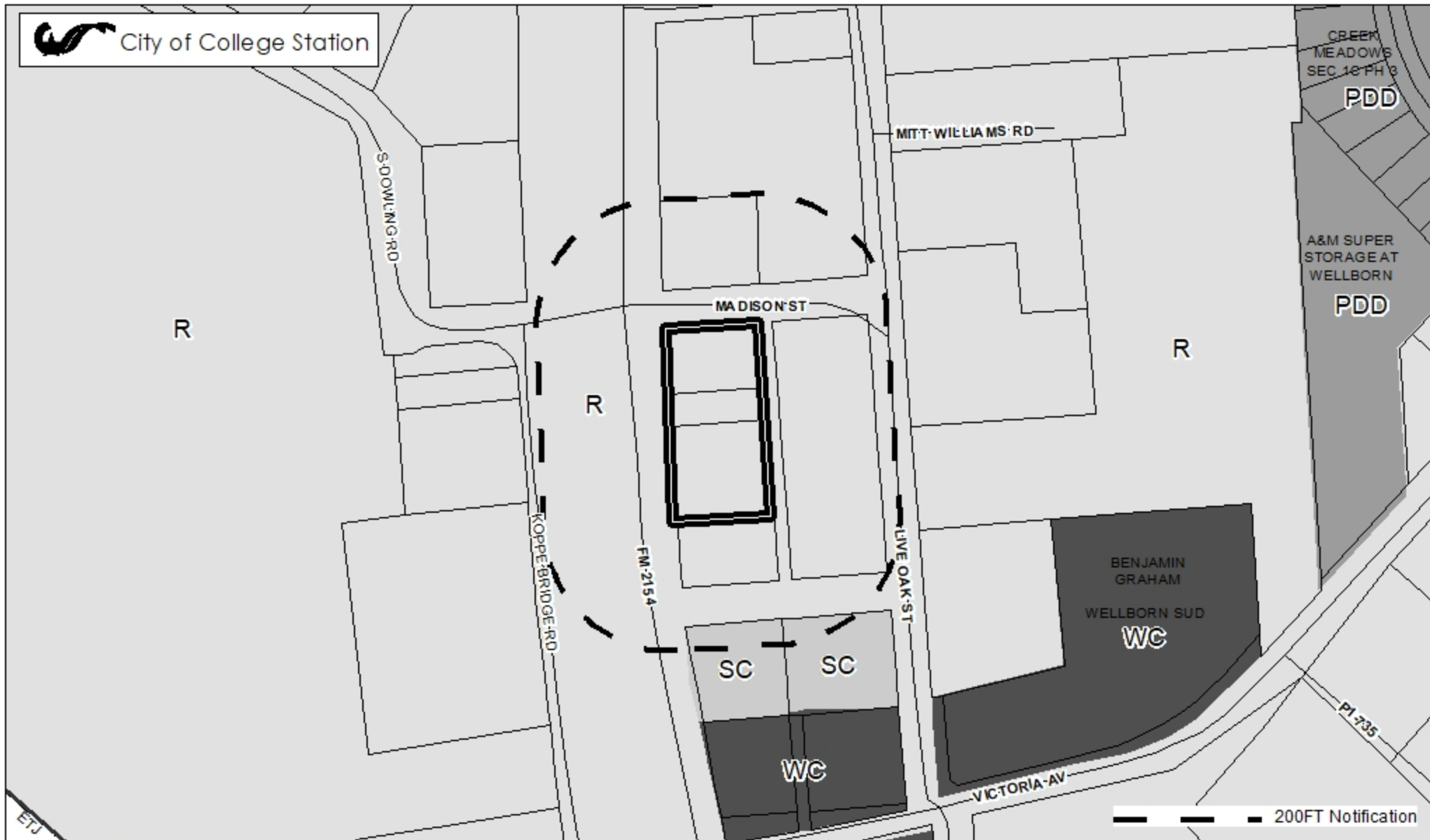


0 212.5 425 Feet

WELLBORN COMMERCIAL

Case:
REZ2021-000005

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenak Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 212.5 425 Feet

WELLBORN COMMERCIAL

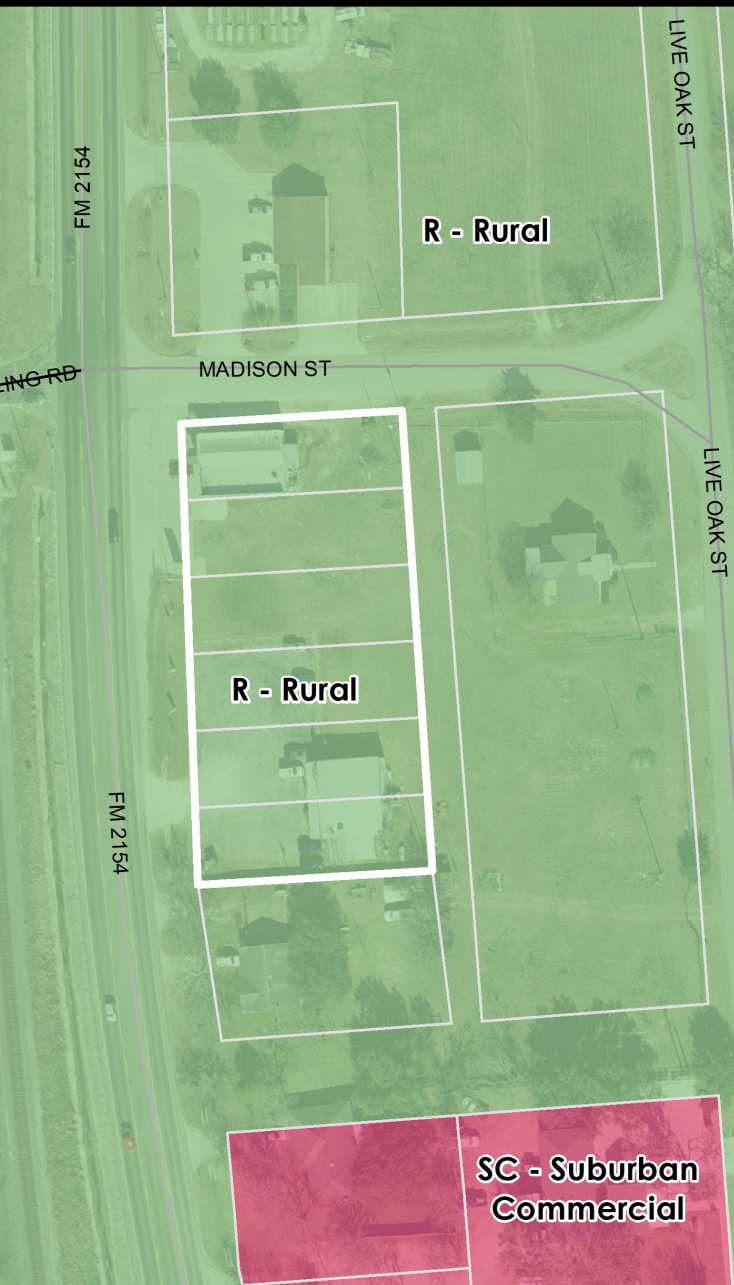
Case:
REZ2021-000005

REZONING

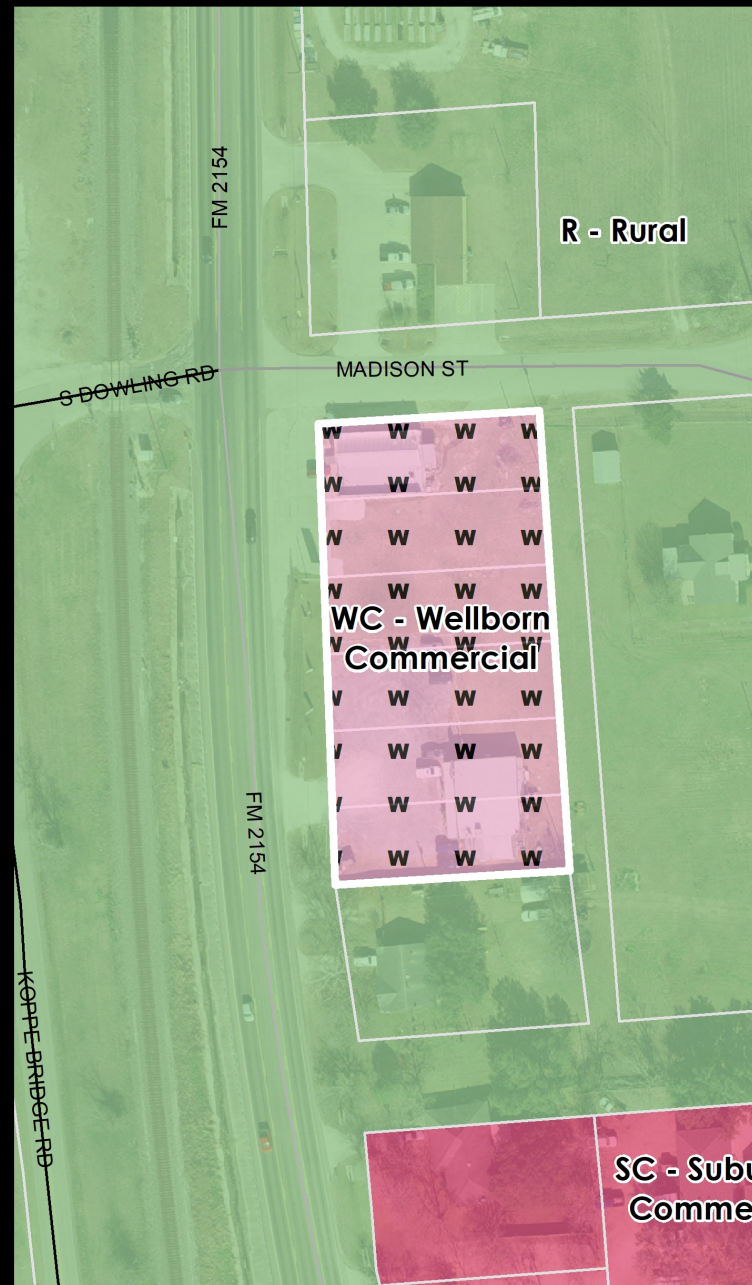
EXISTING Future Land Use



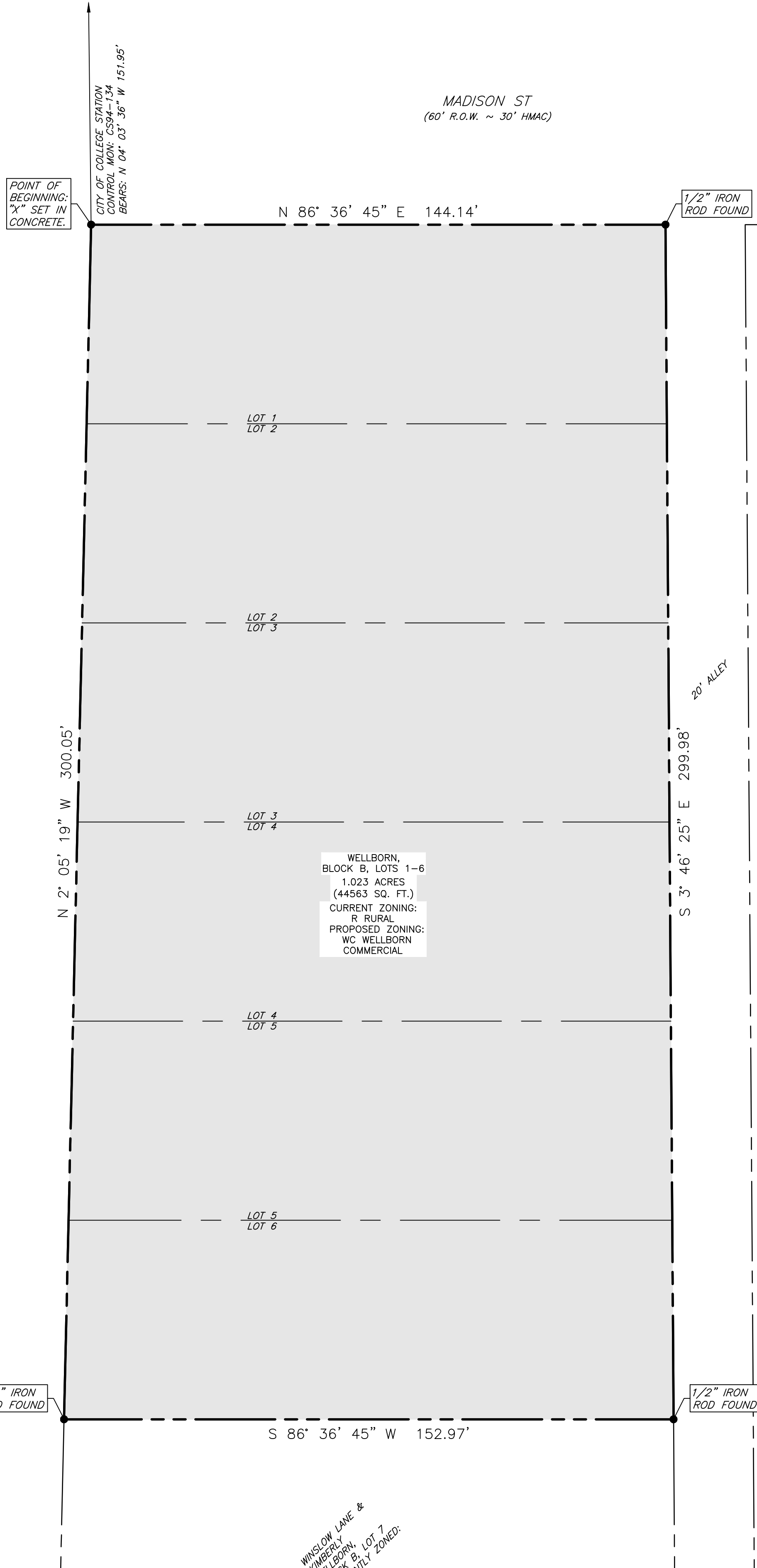
EXISTING Zoning



PROPOSED Zoning



FM 2154/WELLBORN RD
(R.O.W. VARIES ~ HMAC VARIES)



METES AND BOUNDS DESCRIPTION
OF A
1.023 ACRE TRACT
ANDREW McMAHON SURVEY, A-167
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ANDREW McMAHON SURVEY, ABSTRACT NO. 167, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT CALLED TO BE ALL OF LOTS 1-6, BLOCK B, BENJAMIN GRAHAM SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 12, PAGE 394 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

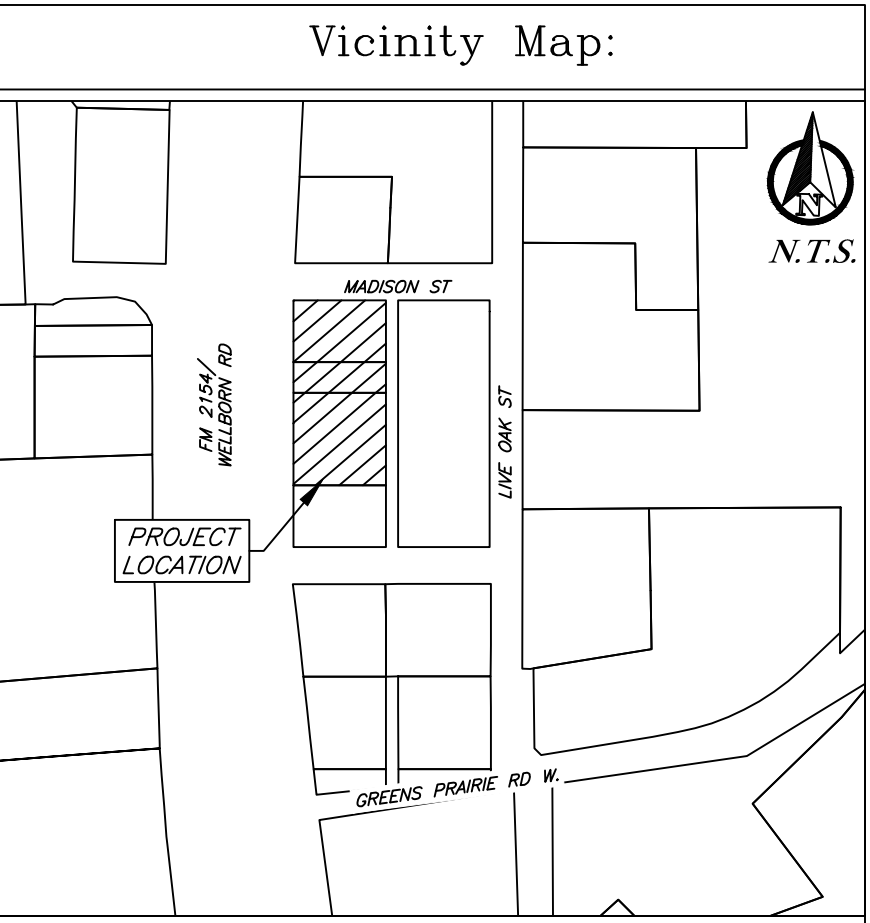
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THENCE: N 86° 36' 45" E ALONG THE SOUTH LINE OF MADISON STREET FOR A DISTANCE OF 144.14 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND ON THE WEST LINE OF AN ALLEY MARKING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE: S 03° 46' 25" E ALONG THE WEST LINE OF SAID ALLEY FOR A DISTANCE OF 299.98 FEET TO THE COMMON CORNER OF SAID LOT 6 AND LOT 7, BLOCK B, FOR REFERENCE A ½ INCH IRON ROD FOUND DISTURBED BEARS: N 87° 09' 44" E FOR A DISTANCE OF 0.18 FEET;

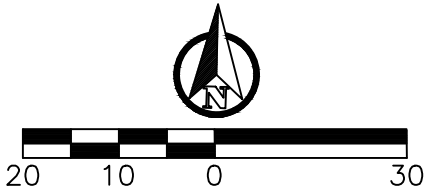
THENCE: S 86° 36' 45" W ALONG THE COMMON LINE OF SAID LOT 6 AND SAID LOT 7 FOR A DISTANCE OF 152.97 FEET TO A ½ I NCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 MARKING THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE: N 02° 05' 19" W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 300.05 FEET TO THE POINT OF BEGINNING CONTAINING 1.023 ACRES OF LAND (AS MEASURED BY GRID DISTANCES), MORE OR LESS SURVEYED ON THE GROUND.



General Notes:

- Coordinates and Bearing System shown hereon are NAD83 (Texas State Plane Central Zone grid North) based on the published coordinates of the city of College Station CS94-134 (N:10181578.09; E:356555.300) and as established from GPS observation.
- Distances shown hereon are Grid Distances unless otherwise noted. To obtain surface distances multiply by a combined scale factor of 1.000093258478 (Calculated using GEOID12B).
- 1/2" Iron rods with Yellow plastic cap stamped "KERR 4502" will be set at all exterior corners unless otherwise noted.
- This lot is not within the 100-YR floodplain according to the DFIRM for Brazos County, Texas and Incorporated areas, Map No. 48041C0325E, effective May 16, 2012.
- Building setback lines Per City of College Station Ordinance.



Rezone

Benjamin Graham
Subdivision
Block B, Lots 1-6

Being Andrew McMahon Survey, A-167,
~1.023 Acres
College Station, Brazos County, Texas
July 2021

Owner:
Karim Maknoja
317 Barnberry
College Station, TX 77845

Surveyor:
Kerr Surveying, LLC
409 N. Texas Ave
Bryan, TX 77803
Firm No. 10018500
RPLS No. 4502
Job No. 21-190

Engineer:
I4 Engineering
PO Box 5192
Bryan, TX 77805
979-739-4567
TBPE F-9951

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 19, 2021

Advertised Council Hearing Date: August 26, 2021

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Sweetwater, Sweetwater Forest, Turnberry Circle, Wellborn Oaks, Creek Meadows, Royder Ridge

Property owner notices mailed: 15

Contacts in support: None at the time of this report

Contacts in opposition: None at the time of this report

Inquiry contacts: One at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Madison Street)	Wellborn Commercial	R Rural	Post Office
South	Wellborn Commercial	R Rural	Single-family home
East	Wellborn Commercial	R Rural	Single-family home
West (across FM 2154)	Wellborn Commercial	R Rural	Single-family home

DEVELOPMENT HISTORY

Annexation: 2011

Zoning: A-O Agricultural Open upon annexation

2011 – A-O Agricultural Open to R-Rural

Final Plat: Benjamin Graham Subdivision, Lots 1-6, Block B (1894)

Site development: Small grocery store and restaurant with undeveloped lot in-between



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: WELLBORN COMMERCIAL

Address: 14889 FM 2154

Legal Description: WELLBORN, BLOCK B, LOT 1 & 2

Total Acreage: 1.032

Applicant:: J4 ENGINEERING

Property Owner: IGLOO ENTERPRISES INC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

This is a growing area of College Station that is very attractive to residential buyers. As a result, commercial development along Wellborn Road is expanding in order to provide needed services to the residential neighborhoods.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The current land use plan for this property is Wellborn Commercial.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The property is not suitable for development under the current zoning which allows estate type lots of 1-3 acres. With the changing conditions in the area and the high marketability of the proposed zoning under the land use plan, this type of development is not attractive. In addition, expansion or re-development of the property cannot occur without the rezoning.

Explain the suitability of the property for uses permitted by the rezoning district requested.

As noted above, Wellborn Commercial is the projected zoning and fits the currently developed conditions.

Explain the suitability of the property for uses permitted by the current zoning district.

As noted above, Wellborn Commercial is the projected zoning and fits the currently developed conditions.

Explain the marketability of the property for uses permitted by the current zoning district.

The current zoning is Rural which is not the highest and best use for the property. As a result, the market price of the land exceeds the allowed use of the property and therefore is not marketable without a rezoning.

List any other reasons to support this zone change.

N/A

August 26, 2021
Item No. 9.3.
FM 2818 Utility Relocations change order notification

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a notification of a change order in the amount of \$789,970.76 with the Texas Department of Transportation (TXDOT) for the utility relocations for the FM 2818 widening project and authorizing the City Manager to execute the acknowledgement notification.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends acknowledgement of the notification for the change order and authorizing the City Manager to execute the notification on behalf of the City Council.

Summary: The City of College Station executed an advance funding agreement (AFA) with TXDOT for the widening of FM 2818 within the general limits of FM 2154 (Wellborn Rd) to FM 60 (University Dr/Raymond Stotzer Pkwy) which included relocation of portions of the city's water infrastructure due to conflicts with the road widening project. This amendment is to cover the cost of a change order for TXDOT to execute with the construction contractor for installation by bore of new 18 inch and 36 inch diameter water transmission lines crossing FM 2818 and the abandoning and grout filling of the existing lines and casing.

The original design included a method to split case the existing transmission lines in place in lieu of boring the entire width of the proposed road. It was discovered during construction that the two lines had been constructed stacked within a single 72" casing, and they could not be split cased. This change order covers the cost to bore the two water lines.

The costs in the AFA are fixed; however, the City is responsible for any overrun costs as a result of a change order initiated by the City. In this case the lines could not be constructed as originally proposed by the City. Therefore, the City is responsible for the costs of the new construction method. TXDOT is required to notify the City of these costs, although payment will not be due until the end of the project when an audit of the project is completed.

The FM 2818 project began construction in February 2021 and is scheduled to take 2 years. The continued work on these utility relocations is critical to the schedule.

Budget & Financial Summary: A budget of \$3,000,000 is included for this project in the Water Capital Improvement Projects Fund. A total of \$2,206,914 has been expended or committed to date, leaving a balance of \$793,086 for this contract and construction costs.

Attachments:

1. 2399-01-074 CO #12 3rd Party Funding Form 20210811
2. 2399-01-074 Change Order #12 Draft

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12 _____

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

City of College Station

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount \$789,970.76)

☒ Actual Cost

(a) Contract Items (Bid Items):

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

(b) E&C*:

(a) x _____ = _____
enter %

TOTAL

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:

TxDOT Representative

Date

Typed/Printed Name: _____



CHANGE ORDER NBR.

12

REPORT DATE: 7/29/2021 9:21:38AM

CONTRACT ID: 239901074
PROJECT: NH 2020(879)
CONTRACT: 09203203
AWARD AMOUNT: \$45,254,645.47
PROJECTED AMOUNT: \$47,680,401.02
ADJ PROJECTED AMT: \$47,378,639.24
PEND ADJ PROJ AMT: \$47,378,639.24
CONTRACTOR: KNIFE RIVER CORPORATION - SOUTH
CO AMOUNT: \$789,970.76
CO TYPE: FEDERAL PARTICIPATING
3RD PARTY AMOUNT: \$0.00
APPRV LEVEL: OVERRIDE

HIGHWAY: FM 2818
DISTRICT: 17
COUNTY: BRAZOS
AREA ENGINEER: Ashley Hill, P.E.
AREA NUMBER: 051

DESCRIPTION: College Station Waterline W8 and W46
REASON: 2A - 2A-DIFFER SITE CONDITION (UNFORESEEABLE)
SECONDARY REASON(S):

Functions:

- | | |
|--|--|
| ☒ Extra Work | ☐ Force Account |
| ☐ Zero Dollar | ☐ Final Quantity |
| ☒ Overrun/Underrun | ☐ Change Project Limits |
| ☐ Time Adjustment | ☐ Delete/Add CSJ |
| ☐ Stock Account | |

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This Change Order revised the work on waterline W8 and W46. The original work could not be performed when a 72 in casing was found around the 18in and 36in lines that were to be encased separately. CoCS redesigned to install (by bore) new individual 18 in and 36 in waterline crossings. All existing waterline and casing will be abandoned and grout filled.

No additional ENV issues due to bore and no additional disturbance.

Prices are fair and reasonable based on previously bid prices and material costs increases.

Revised Sheets 51, 645, 646, 647

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____
DATE
TYPED/PRINTED NAME: _____
DATE
TYPED/PRINTED TITLE: _____
DATE
AREA ENGINEER: _____
DATE
AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE
DIRECTOR, CONSTRUCTION DIVISION: _____
DATE
DEPUTY EXECUTIVE DIRECTOR: _____
DATE
FHWA: _____
DATE

CONTRACT ITEMS

PROJECT NBR 239901079

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
002	3000	72356006	000	REM & DISPOSE OF 18" DIA WTR LINE	LF	137.00000	388.000	-105.000	283.000	-\$14,385.00
002	3020	72356010	000	REM & DISPOSE 30" WTR LINE	LF	137.00000	182.000	-20.000	162.000	-\$2,740.00
002	3025	72356011	000	REM & DISPOSE 36" WTR LINE	LF	158.00000	151.000	-151.000	0.000	-\$23,858.00
002	3035	72356013	000	WTR (18") (OPEN CUT)	LF	242.00000	250.000	47.000	297.000	\$11,374.00
002	3045	72356015	000	WTR (30") (OPEN CUT)	LF	316.00000	456.000	-35.000	421.000	-\$11,060.00
002	3055	72356017	000	WTR (18") (30" STL CASE) (OPEN CUT)	LF	474.00000	332.000	-71.000	261.000	-\$33,654.00
002	3060	72356018	000	WTR (36") (48" STL CASE) (OPEN CUT)	LF	821.00000	96.000	-96.000	0.000	-\$78,816.00
002	3075	72356021	000	CASING (STEEL) (30IN) (OPEN CUT)	LF	537.00000	120.000	-48.000	72.000	-\$25,776.00
002	3085	72356023	000	CASING (STEEL) (48IN) (OPEN CUT)	LF	653.00000	25.000	-25.000	0.000	-\$16,325.00
002	3095	72356025	000	BUTTERFLY VALVE & BOX (RELOC) (36")	EA	1,432.00000	1.000	-1.000	0.000	-\$1,432.00
002	3125	72356032	000	WTR FITTING (BEND) (30") (45 DEG) (RJ)	EA	9,842.00000	11.000	-2.000	9.000	-\$19,684.00
002	3145	72356036	000	WTR FITTING (TEE) (36" X 30") (RJ)	EA	18,900.00000	1.000	-1.000	0.000	-\$18,900.00
002	3150	72356037	000	WTR FITTING (TEE) (30" X 30") (RJ)	EA	16,315.00000	2.000	-1.000	1.000	-\$16,315.00
002	3175	72356042	000	TIE-INTO EXIST WTR LINE AFTER TESTING	EA	11,660.00000	6.000	-2.000	4.000	-\$23,320.00
002	3300	96086050		UNIQUE CHANGE ORDER ITEM 50	DOL	116.66000	0.000	414.000	414.000	\$48,297.24
		ADDTL CO DESCR 1		Added by CO #12 - Abandon 36" waterline & flow fill W46						
002	3301	96086051		UNIQUE CHANGE ORDER ITEM 51	DOL	106.05000	0.000	371.000	371.000	\$39,344.55
		ADDTL CO DESCR 1		Added by CO #12 - Abandon 18" waterline & flow fill W8						
002	3302	96086052		UNIQUE CHANGE ORDER ITEM 52	DOL	286.34000	0.000	158.000	158.000	\$45,241.72
		ADDTL CO DESCR 1		Added by CO #12 - Abandon 72" casing & flow fill						
002	3303	96086053		UNIQUE CHANGE ORDER ITEM 53	DOL	1,450.75000	0.000	220.000	220.000	\$319,165.00
		ADDTL CO DESCR 1		CO #12 - WTR(36")(48" STL CASE)(BORE) w/exist casing W46						
002	3304	96086054		UNIQUE CHANGE ORDER ITEM 54	DOL	1,590.75000	0.000	50.000	50.000	\$79,537.50
		ADDTL CO DESCR 1		CO #12 - WTR(36")(48" STL CASE)(BORE) w/new casing W46						
002	3305	96086055		UNIQUE CHANGE ORDER ITEM 55	DOL	413.60000	0.000	60.000	60.000	\$24,816.00
		ADDTL CO DESCR 1		Added by CO #12 - WTR(36")(OPEN CUT) W46						
002	3306	96086056		UNIQUE CHANGE ORDER ITEM 56	DOL	868.41000	0.000	270.000	270.000	\$234,470.70
		ADDTL CO DESCR 1		CO #12 - WTR(18")(30" STL CASE)(BORE) w/exist casing W8						
002	3307	96086057		UNIQUE CHANGE ORDER ITEM 57	DOL	534.36000	0.000	10.000	10.000	\$5,343.60
		ADDTL CO DESCR 1		CO #12 - WTR(18")(30" STL CASE)(OPEN CUT) w/exist casing W8						
002	3309	96086059		UNIQUE CHANGE ORDER ITEM 59	DOL	40,442.17000	0.000	2.000	2.000	\$80,884.34
		ADDTL CO DESCR 1		Added by CO #12 - 36" BUTTERFLY VALVE W46						

CONTRACT ID		239901074	CHANGE ORDER NBR.		12	Page 3 of 3			
002	3310	96086060 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 60 Added by CO #12 - 18" BUTTERFLY VALVE W8	DOL	12,980.52000	0.000	1.000	1.000	\$12,980.52
002	3313	96086063 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 63 Added by CO #12 - 36" MJ SOLID SLEEVE W46	DOL	14,221.31000	0.000	2.000	2.000	\$28,442.62
002	3314	96086064 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 64 Added by CO #12 - 18" MJ SOLID SLEEVE W8	DOL	3,849.62000	0.000	2.000	2.000	\$7,699.24
002	3315	96086065 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 65 Added by CO #12 - 36" MJ CAP W46	DOL	21,687.23000	0.000	2.000	2.000	\$43,374.46
002	3316	96086066 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 66 Added by CO #12 - 30" MJ CAP W46	DOL	19,083.70000	0.000	2.000	2.000	\$38,167.40
002	3317	96086067 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 67 CO #12 - Tie Into Exist Water Line After Testing W8 and W46	DOL	13,701.66000	0.000	2.000	2.000	\$27,403.32
002	3318	96086068 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 68 Added by CO #12 - RE-WELD SPLIT 48" CASING	DOL	90.14000	0.000	160.000	160.000	\$14,422.40
002	3319	96086069 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 69 Added by CO #12 - RE-WELD SPLIT 30" CASING	DOL	68.93000	0.000	30.000	30.000	\$2,067.90
002	3320	96086070 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 70 Added by CO #12 - Mobilization of Bore Crew per occurrence	DOL	2,651.25000	0.000	1.000	1.000	\$2,651.25
002	3325	96086071 ADDTL CO DESCR 1	UNIQUE CHANGE ORDER ITEM 71 CO #12 - WTR(36")(48" STL CASE)(OPEN CUT) w/exist casing W46	DOL	1,055.20000	0.000	10.000	10.000	\$10,552.00
CHANGE ORDER AMOUNT								\$789,970.76	

August 26, 2021
Item No. 9.4.
Saum Resolution

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution of the City Council of the City of College Station, Texas, determining that a fee simple containing approximately 102.4 acres of land, is needed to be acquired from Gerry L. Saum, for the construction, operation, and maintenance of a public park as part of the Westside Community Park Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends adopting the resolution.

Summary: On September 11, 2017, the City entered in to an agreement to purchase from Gerry Saum, approximately 102.4 acres of land for the construction, operation, and maintenance of a public park as part of the Westside Community Park Project. Subsequently, a dispute arose between the parties regarding the agreement. The dispute has not been resolved. This resolution authorizes the institution of eminent domain proceedings to acquire the needed land.

Budget & Financial Summary: n/a

Attachments:

1. Resolution with Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT A FEE SIMPLE CONTAINING APPROXIMATELY 102.4 ACRES OF LAND, IS NEEDED TO BE ACQUIRED FROM GERRY L. SAUM, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PUBLIC PARK AS A PART OF THE WESTSIDE COMMUNITY PARK PROJECT FOR THE CITY OF COLLEGE STATION, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

* * * * *

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire a fee simple over and across tracts of land containing approximately 102.4 acres, for the construction, operation, and maintenance of a public park and other public infrastructure in the City of College Station, Texas, a more specific description of said 102.4 acre fee simple tract is attached hereto as Exhibit “A” and made a part hereof (herein after the “Land”); and

WHEREAS, the City of College Station, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

WHEREAS, the City Council of the City of College Station has authorized the City Manager or his designee to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of College Station finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a fee simple over and across the herein described Land, and that said offer was not accepted, and that the only way for the City of College Station to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of College Station to construct, operate, and maintain a public park and other public infrastructure purposes as part of the Westside Community Park Project, and to acquire the necessary property rights in the 102.4 acre tract of land, deemed necessary for the Westside Community Park Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. The final offer heretofore made to the owner for the purchase of the Land is in all things hereby ratified and confirmed.

Section 5. The City Attorney, or her designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: Gerry L. Saum, Individually and as Independent Executrix of the Estate of Susan M. Wood or against the real and true owner, owners, claimant, or claimants if Gerry L. Saum,

Individually, and as Independent Executrix of the Estate of Susan M. Wood are said not to be the owners of the Land.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2021.

Karl Mooney
Mayor

ATTEST:

Tanya D. Smith
City Secretary

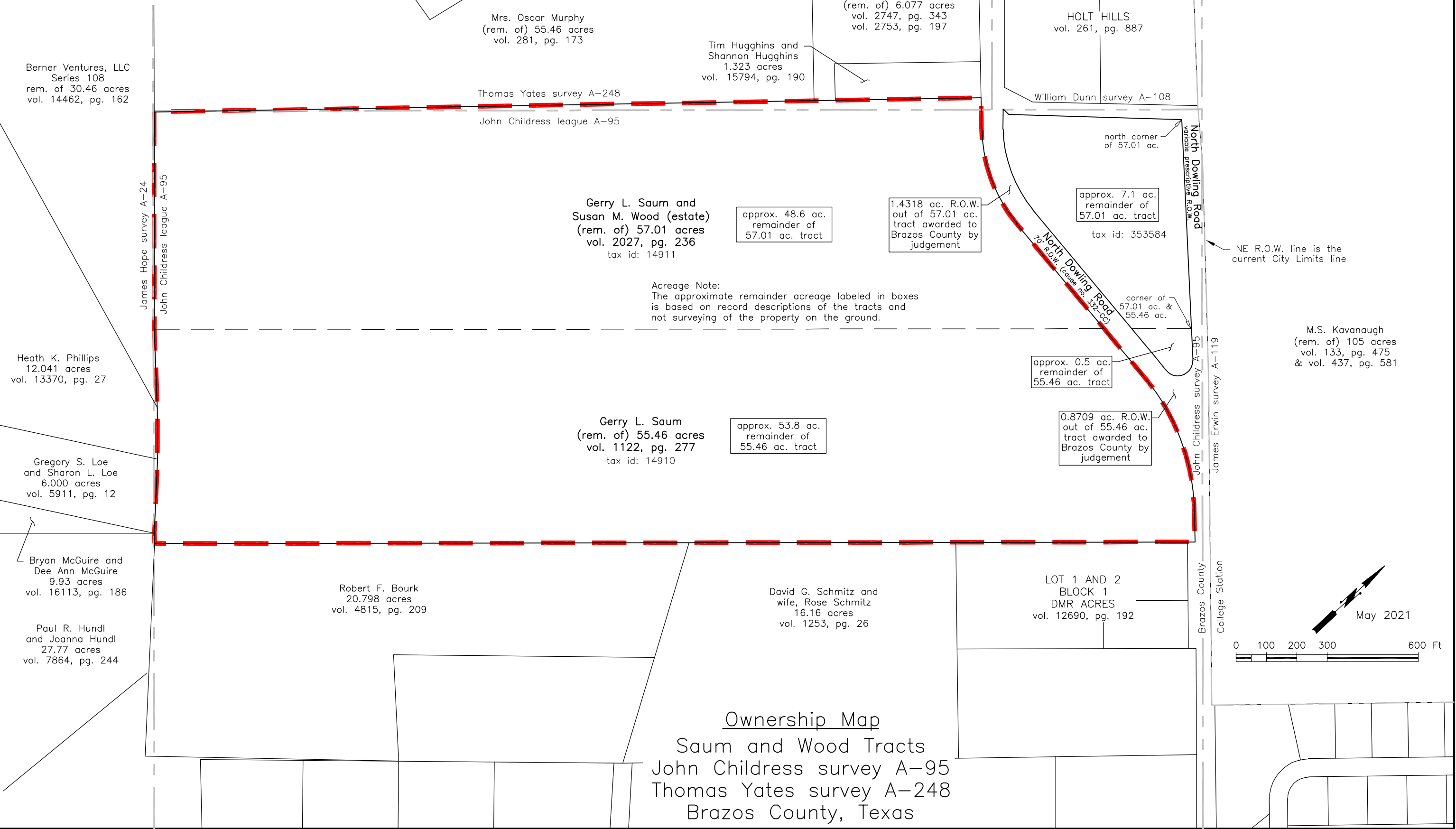
APPROVED AS TO FORM:

Carla A. Robinson
City Attorney

Exhibit A

Legal Description – 102± acres
Prepared from Recorded Instruments
Saum and Wood Tracts
Lying Southwest of N. Dowling Road
Childress A-95 and Yates A-248 surveys
Brazos County, Texas

Approximately 102 acres of land, being all of that called 57.01 acre tract described in the deed to Gerry L. Saum and Susan M. Wood recorded in volume 2027, page 236 of the Official Public Records of Brazos County, Texas and all of that called 55.46 acre tract described in the deed to Gerry L. Saum recorded in volume 1122, page 277 of the Official Records of Brazos County, Texas, save and except the 1.4318 acre and 0.8709 acre tracts described in Exhibit B of Cause no. 332-CC in the District Court records of Brazos County, Texas and awarded to Brazos County by judgement in December 1996 for North Dowling Road right-of-way, and further save and except the northeast portions of the called 57.01 acre and 55.46 acre tracts which are located northeast of the 1.4318 acre and 0.8709 acre tracts.



August 26, 2021

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None