



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

*Phone: 888 475 4499 and Meeting ID: 967 2839 3278

January 13, 2022

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
- d. Claim Related to Termination of Former Employee

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. Construction Board of Adjustments
- b. Planning and Zoning Commission
- c. Zoning Board of Adjustments
- d. City Secretary
- e. City Manager
- f. Council Self Evaluation

Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

a. Deliberation of an offer of economic incentives to a business prospect in the biocorridor area.

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. 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.

6. Workshop Items.

6.1. Presentation, discussion, and possible action on an update from the College Station Police Department.

Sponsors: Billy Couch

Attachments: None

6.2. Presentation, discussion, and possible action on an update from the College Station Fire Department.

Sponsors: Richard Mann

Attachments: None

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 Consent for discussion or a separate vote.

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

- December 9, 2021 Council Meeting
- December 22, 2021 Special Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM120921 DRAFT Minutes
2. SM122221 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action on approval of a resolution consenting to the City Council of the City of Bryan providing economic development incentives to FUJIFILM Diosynth Biotechnologies Texas, LLC.

Sponsors: Natalie Ruiz

Attachments: 1. Constent Resolution_Bryan EDA_1-13-22

- 7.3. Presentation, discussion, and possible action approving the annual purchase of janitorial supplies with an estimated annual expenditure of \$200,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22-004 Janitorial Supplies

- 7.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. 22300188 Zters Site Services LLC - COCS Recyclables Franchise Agreement_1-27-2022

- 7.5. Presentation, discussion, and possible action regarding a professional services contract with Weisinger, INC. in the amount of \$673,947 for the completion of rehabilitation of water wells 1 and 2 for the City of College Station.

Sponsors: Gary Mechler

Attachments: 1. Contract No 22300171 - BW (Weisinger, Inc)
2. Tabulation 22-014
3. Project Location Map

- 7.6. Presentation, discussion, and possible action regarding purchasing upgraded replacement host servers from Avinext for \$175,559.60.

Sponsors: Sam Rivera

Attachments: 1. DL360 G10 x 5 Hosts - discounted

- 7.7. Presentation, discussion, and possible action regarding the renewal of an existing contract between the City of College Station and Xpedient Mail in the amount of \$210,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. 20300200R2

- 7.8. Presentation, discussion, and possible action regarding a construction contract with Air Cleaning Technologies, Inc for vehicle exhaust removal systems not to exceed \$185,423.

Sponsors: Richard Mann

Attachments: 1. 22300136 Air Cleaning Technologies, Inc

- 7.9. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by adding Renee Lane 175 feet from Barron Road.

Sponsors: Emily Fisher

Attachments: 1. Sign Placement Layout
2. Ordinance Form Ch. 38

- 7.10. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on FM 2154 (Wellborn Road).

Sponsors: Emily Fisher

Attachments: 1. Project Map
2. Fm 2154 1 CH 38 Temp Speed Limit (1)

- 7.11. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Greens Prairie Road from Arrington Road to Dalton Drive.

Sponsors: Emily Fisher

Attachments: 1. Project Map
2. Greens Prairie Road 1 CH 38 Temp Speed Limit

- 7.12. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Rock Prairie Road West from Holleman Drive South to FM 2154 (Wellborn Road).

Sponsors: Emily Fisher

Attachments: 1. Project Map - ROck Prairie
2. Rock Prairie 1 CH 38 Temp Speed Limit

- 7.13. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of \$57,055 to the construction contract with Elliott Construction for the State Highway 6 Waterline Project Phase III.

Sponsors: Emily Fisher

Attachments: 1. CO#1
2. SH 6 WL Project Map

8. Regular Items.

- 8.1. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning 0.489 acres of Turkey Creek Road right-of-way, said right-of-way being the southeast corner of the intersection of Turkey Creek Road and HSC Parkway, according to the conveyance deed recorded in Volume 195, Page 241, of the Official Records of Brazos County, Texas.

Sponsors: Amy Milanes

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

6. Application

- 8.2. 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 boundary from PDD Planned Development District and R Rural to PDD Planned Development District on approximately 21 acres located at 8765 HSC Parkway, generally located between Biomedical Way and State Highway 47.

Sponsors: Jesse Dimeolo

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant's Supporting Information
7. Concept Plan

- 8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Sponsors: Tanya Smith

Attachments: 1. 2022-2023 Council Appointed Reps v2

- 8.4. Presentation, discussion, and possible action regarding appointments to the Joint Relief Funding Review Committee.

Sponsors: Tanya Smith

Attachments: None

- 8.5. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Construction Board of Adjustments
- Planning and Zoning Commission
- Zoning Board of Adjustments
- Bond Citizens Advisory Committee

Sponsors: Tanya Smith

Attachments: None

- 8.6. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Sponsors: Bryan Woods

Attachments: 1. January 13 Disaster Declaration Renewal Ordinance

9. Council Calendar - Council May Discuss Upcoming Events.

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.

11. 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)

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.

13. 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 January 7, 2022 at 5:00 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.”

January 13, 2022

Item No. 6.1.

Update from the College Station Police Department

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an update from the College Station Police Department.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the report and provide feedback.

Summary: Update on calendar year 2021 on operations and activities for the College Station Police Department.

Budget & Financial Summary: None.

Attachments:

None

January 13, 2022
Item No. 6.2.
Update from the College Station Fire Department

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an update from the College Station Fire Department.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the report and provide feedback.

Summary: Update on calendar year 2021 operations and activities for the College Station Fire Department.

Budget & Financial Summary: None.

Attachments:

None

January 13, 2022
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- December 9, 2021 Council Meeting
- December 22, 2021 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM120921 DRAFT Minutes
2. SM122221 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
DECEMBER 9, 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
Ian Whittenton, Deputy City Secretary
Yvette Dela Torre, Deputy Local Registrar

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 4:00 p.m. on Thursday, December 9, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Employee Recognition, Recognition of Employee of the Year Nominees, and Reception.

The following employees were recognized for service:

20 Years of Service

Clint Anderson, Jimmy Brown, Andrew Byorth, Rebekah Charanza, Ronald Copeland, Jaime Enriquez, Miguel Gaytan, Kelly Kelbly, John Kimbrough, Stephen Maldonado, Patrick McCarthy, Kevin Simmons and Gary Southland, Jr.

25 Years of Service

Thomas Brown, Jr., Rocio Cortez, Bryan Fails, Joseph Gibson, Ricardo Guzman, Martha Hennessey, Michael Pavelka and Carol Rodriguez

30 Years of Service

Deborah Hamff, Jeffrey Kersten, Troy Pemberton, Dan Schill, Darryl Smith, Marvin Wagener, Patsy Wiley and Robert Wilson

35 Years of Service

James Schroeder

Nominees for Employee of the Year were:

Pau Schoenfeld, Christopher Ford, Stuart Marrs, Brooke Littlefield, Cody Mays, Eric Chapman, Jason Schubert, Joan Wolfe, Teryn McGinness, Rachel Mayor, Rita Stivors, Alysia Ybarra, Daniel Graalum, Karen Fryman and Sean Beatty.

The Employee of the Year is Christopher Ford with the Public Works Department. Of note was his cheerful demeanor, willingness to endure a challenging workload with poise, and being a tireless advocate for his crews.

Bryan Woods, City Manager, announced two new annual awards. The first one is The City Impact Award, which is given by the City Manager's Office to the employee who had a meaningful and long-lasting impact on College Station and the community during the past year.

The recipient of the inaugural City Impact Award was Alyssa Halle-Schramm, Long-Range Planning Administrator with Planning and Development Services, who has been recognized by her peers and by city leadership for her contributions to the city.

Mr. Woods announced that the second new award is The City Leadership Award, which is given by the City Manager's Office to a department director or assistant director who demonstrated outstanding leadership over the past year. Recipients are nominated by their peers on the Executive Leadership Team.

The recipient of the inaugural City Leadership Award is Fire Chief Richard Mann. Chief Mann came to College Station as fire chief in May 2020. His leadership skills and guidance produced a direct and immediate impact in his department and throughout the community in a relatively short time.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:55 p.m. on November 22, 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

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

- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Planning and Zoning Commission
 - City Secretary
 - Council Self-Evaluation
- E. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
- Deliberation of an offer of economic incentives to a business prospect in the Bio-Corridor area.

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

Executive Session recessed at 6:17 p.m. No vote or action was taken in Executive Session.

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

6. Hear Visitors Comments

No one signed up to speak.

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.

No items were pulled for discussion.

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

- **November 22, 2021, Council Meeting**

7.2. Presentation, discussion, and possible action regarding adoption of the 2022 Annual Council Calendar.

7.3. Presentation, discussion, and possible action on an amendment to a Frontier Communications agreement for internet services not to exceed \$187,164.

7.4. Presentation, discussion, and possible action regarding Resolution No. 12-09-21-7.4 appointing Tradd Mills as the Emergency Management Coordinator and giving the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.

7.5. Presentation, discussion, and possible action regarding Resolution No. 12-09-21-7.5 and interlocal agreement renewing the annual reconfirmation and use of services and equipment to

be provided by the City in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

7.6. Presentation, discussion, and possible action regarding adoption of Resolution No. 12-09-21-7.6 consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$1,590,000 for road improvements (the “Bonds”).

7.7. Presentation, discussion, and possible action regarding the award of a contract to TransGard LLC for the purchase, delivery, and installation of animal deterrent fencing at two (2) electric substations for an amount not to exceed \$120,072.

7.8. Presentation, discussion, and possible action regarding approval of the City’s Annual Price Agreement for Meter Sockets for CSU Electric, with estimated annual expenditures through KBS Electrical Distributors, for an amount not to exceed \$103,608.70.

7.9. Presentation, discussion, and possible action regarding approval of the City’s Annual Price Agreement for Distribution Conductor for CSU Electric, with estimated annual expenditures through Techline Inc., for an amount not to exceed \$1,901,984.40.

7.10. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City’s annual price agreement with KBS Electrical Distributors, for electric warehouse inventory of single-phase transformers in the amount of \$165,550 for an increase not to exceed total amount of \$820,090.

7.11. Presentation, discussion, and possible action on approval of a Chapter 380 Economic Development Agreement between the City of College Station and FUJIFILM Diosynth Biotechnologies Texas, LLC regarding approximately 12.45 acres on Biomedical Way on Lot 2, Block 1 of Traditions Phase 23 filed in volume 11293 page 184 of the Official Deed Records of Brazos County, Texas.

7.12. Presentation, discussion, and possible action regarding a purchase agreement for Security Camera Systems with Convergent for \$111,438.15 for Water Services facilities.

7.13. Presentation, discussion, and possible action regarding Ordinance No. 2021-4317 amending Chapter 40, "Utilities," Article II “Water and Sewer Service,” Division 4 “Industrial Waste,” Section 40-163 “City of Bryan Wastewater” of the Code of Ordinances of the City of College Station, Texas, by amending Section 40-163 “City of Bryan Wastewater;” providing a severability clause; declaring a penalty; and providing an effective date.

7.14. Presentation, discussion, and possible action regarding the approval of three Master Agreements for Real Estate Appraisal Services: Allen, Williford & Seale, Inc.; CBRE, Inc.; S.T. Lovett & Associates in the amount not to exceed \$60,000 for each agreement.

7.15. Presentation, discussion, and possible action regarding an amendment to the Development Agreement of the Brazos County Municipal Utility District No. 1 between the City of College Station, Texas and McAlister Opportunity Fund 2012, LP amending Exhibit “B” (the General Plan).

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, 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. Presentation, discussion, and possible action regarding options for Egremont Court.

Emily Fisher, Public Works Assistant Director, stated that Egremont Court is a cul-de-sac street located in the Castlegate II subdivision. Residents along the cul-de-sac have brought forward concerns regarding the drainage of the street as well as curb condition in the "bulb" of the cul-de-sac. Mrs. Fisher presented options to address the concerns including reconstruction of various portions of the street. Estimates for the options presented were curb and pavement repair for \$70,000 or reconstruction of street for \$350,000. Neither option is currently in the CIP budget.

Darin Paine, College Station resident of Egremont Court, came before council to request that the drainage be repaired before someone is hurt.

Susan Madsen, College Station resident of Egremont Court, came before council to state that this has been an ongoing issue for years which effects the quality of life of the residents and should be repaired.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed to direct staff to perform an engineering study to determine the route for a drainage line. Councilmember Brick and Councilmember Maloney withdrew their motion.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to engage in the necessary work to determine a permanent repair for this drainage. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding approval of a construction contract for the Cemetery Sales & Maintenance Shop, with JaCody Construction, LP, in the amount of \$2,165,979.31.

Steve Wright, Parks & Recreation Director, stated that on October 20, 2021, both JaCody Construction LP, and Dudley Construction sent in proposals for RFP NO. 22-001. After staff evaluation, JaCody Construction LP was selected for this project. Mr. Wright explained that the Cemetery Sales & Maintenance Shop will be located at 3800 Raymond Stotzer Parkway, also known as the Aggie Field of Honor and Memorial Cemetery. As the title implies, this structure will provide two services in one central location. Currently, sales of cemetery plots and niches are handled in the small break room at the Memorial Cemetery. This area is just large enough for three or four people at one time and was never intended to be a sales office. The new structure will be equipped with a controlled air meeting area, parking lot and restroom designated for this service. The second half of this building will house the cemetery crew and their equipment. The current maintenance shop is located behind Adamson Lagoon but due to age, size, location, and the complexity of the crew's job, this building is no longer beneficial.

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 a construction contract for the Cemetery Sales & Maintenance Shop, with JaCody Construction, LP, in the amount of \$2,165,979.31. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

Ian Whittenton, Deputy City Secretary, stated that as of December 31, 2021, the terms of the Brazos Central Appraisal District Board expire. In accordance with the resolution, the board of directors is composed of seven members and members are appointed by each jurisdiction. Mr. Whittenton explained that Ron Kaiser currently serves on the Brazos Central Appraisal District Board. Mr. Kaiser's term expires on December 31, 2021, requiring the Council to make an appointment. Mr. Kaiser has served on the board since 2011 (11 years). There are no term limits, so the Council may choose to re-appoint Mr. Kaiser to the Board and he has stated his willingness to be reappointed for another two (2) years.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (6) for and none (1) opposed, with Councilmember Cunha voting against, to appoint Ron Kaiser to the Brazos Central Appraisal District Board. The motion carried.

8.4. Presentation, discussion, and possible action regarding appointments to the Joint Relief Funding Review Committee.

Ian Whittenton, Deputy City Secretary, stated that the Joint Relief Funding Review Committee (JRFRC) applications before Council were collected as part of the annual 2022 citizen appointments to Committees, Boards, and Commissions process. The JRFRC consists of three (3) representatives from Bryan and (3) representatives from College Station. Each appointee may serve no more than two consecutive terms. This appointment consists of two (2) appointments to the Joint Relief Funding Review Committee (JRFRC). The first appointment is a vacancy created by the resignation of Lisa Halperin who was appointed in January of 2021 and the appointee that is selected will serve a 2-year unexpired term until January 2024. The second appointment is for a term expiring in January of 2022. Alison Burke is currently appointed and has reapplied for a second term. This appointee will serve a 3-year term until January 2025.

A majority of Council reappointed Allison Burke to a three (3) year term and Melissa Cunningham to the remainder of the unexpired term expiring January of 2024.

8.5. Presentation, discussion, and possible action regarding Ordinance No. 2021-4318 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on December 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, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021 and November 8, 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 Maloney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4318, 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 salutory 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.

Mayor Mooney reported on the working group for establishing a local medical examiner's office.

Councilmember Cunha recognized The College Station Police Department Blue Santa Program.

Councilmember Nichols recognized the opening of a new City Hall and today being the final City Council meeting in the old building.

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 Dennis Maloney reported on the Brazos Valley Economic Development Corporation.

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 Mayor Mooney requested an item to consider rejoining Tex21.

Councilmember Dennis Maloney requested an item considering a memorial in Brison Park.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 7:35 p.m. on Thursday, December 9, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
DECEMBER 22, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

Jeff Capps, Deputy City Manager
Jennifer Prochazka, Assistant 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 Special Meeting of the College Station City Council was called to order by Mayor Mooney at 4:00 p.m. on Wednesday, December 22, 2021 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Special Items.

2.1 Presentation, discussion, and possible act on Ordinance No. 2021-4319 of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the runoff election, held on December 14, 2021 for the purpose of electing a City Councilmember Place 6. (Presentación, discusión, posible acción y acerca de una ordenanza del consejo de la ciudad de College Station, Texas, para escrutar los resultados de los votos y declarando los resultados de la elección de segunda vuelta celebrada el 14 de diciembre de 2021, para el propósito de elegir a el Miembro del Concejo Municipal para el Puesto 6.)

Tanya Smith, City Secretary, presented the results of the election to the Mayor and Council:

City Councilmember, Place 6 a three (3) year term:

Dennis Maloney	1,332
David Levine	943

With that Dennis Maloney received a majority of the votes is elected to serve as City Councilmember, Place 6.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2021-4319, canvassing returns and declaring results of the runoff election, held on December 14, 2021 for the purpose of electing a City Councilmember Place 6. The motion carried unanimously.

3.2 Issuance of Certificates of Election to elected City Council Member Places 6; and administer Oaths of Office. (Entrega de los Certificados de las Elecciones a los Miembros del Consejo elegidos para los puestos número 6; y administrar los Juramentos al Cargo.)

Judge Spillane administered the oath of office to Dennis Maloney, Councilmember, Place 6.

3. Reception.

4. Adjournment

There being no further business, Mayor Mooney adjourned the Special Meeting of the College Station City Council at 4:04 p.m. on Wednesday, December 22, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

January 13, 2022
Item No. 7.2.
Consent Resolution to City of Bryan EDA

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of a resolution consenting to the City Council of the City of Bryan providing economic development incentives to FUJIFILM Diosynth Biotechnologies Texas, LLC.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the resolution.

Summary: The Cities of College Station and Bryan entered into an Interlocal Agreement and Joint Development Agreement in 2011 for the Biocorridor area generally located in the northeast quadrant of the State Highway 47 and Raymond Stotzer Parkway intersection. Both cities agreed to share in a portion of ad valorem tax revenue assessed and collected against real property, improvements and tangible personal property development in the Biocorridor. As provided for in the agreement, both cities must consent to the other offering economic incentives within the Biocorridor. The City of College Station approved an economic development agreement with FUJIFILM Diosynth Biotechnologies Texas, LLC on December 9, 2021. The City of Bryan approved a resolution consenting to College Station's agreement on December 14, 2021, and then approved the attached agreement with FUJIFILM Diosynth Biotechnologies Texas, LLC on January 11, 2022. Approving this resolution is the last step to finalizing the economic incentives agreed to by both cities.

Budget & Financial Summary: This agreement provides for a 138,000 square foot expansion of the existing commercial manufacturing facility located at 3939 Biomedical Way for additional biomanufacturing capabilities for vaccines and gene therapies, with an increase of 150 FTEs at an average annual salary of \$80,000. At the completion of construction, anticipated to be no later than January 1, 2025, the company shall include a total personal property and real property investment of approximately \$300 million.

In exchange, the company will receive an annual cash incentive for a term of ten years equal to the ad valorem taxes assessed and paid. The cash incentive value is estimated as follows:

Year 1: 90% of ad valorem taxes
Year 2: 80% of ad valorem taxes
Year 3: 70% of ad valorem taxes
Year 4: 70% of ad valorem taxes
Year 5: 50% of ad valorem taxes
Year 6: 50% of ad valorem taxes
Year 7: 30% of ad valorem taxes
Year 8: 30% of ad valorem taxes
Year 9: 20% of ad valorem taxes
Year 10: 10% of ad valorem taxes

Attachments:

1. Constent Resolution_Bryan EDA_1-13-22

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE CITY COUNCIL OF THE CITY OF BRYAN PROVIDING ECONOMIC DEVELOPMENT INCENTIVES TO A BUSINESS PROSPECT LOCATED IN THE JOINT RESEARCH VALLEY BIOCORRIDOR DEVELOPMENT PROJECT.

WHEREAS, the City Council of the City of College Station, Texas, and the City of Bryan, Texas, entered into an agreement (ILA) which sets forth the understandings and obligations of the Cities with respect to certain infrastructure projects and a joint economic development program known as the Joint Research Valley BioCorridor Development Project; and

WHEREAS, the promotion of the expansion of existing businesses within the Cities and the recruitment of new business enterprises to the Cities will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the Cities; and

WHEREAS, the ILA requires joint approval of all economic development incentives to business prospects or development within the Joint Research Valley BioCorridor Development Project; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby consents to the City Council of the City of Bryan providing economic development incentives to Fujifilm Diosynth Biotechnologies Texas, LLC as shown in **Exhibit A** (attached).

PART 2: That the City Council's consent in this Resolution shall serve as written approval for the purposes of the ILA.

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT A

STATE OF TEXAS §

COUNTY OF BRAZOS §

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC EXPANSION

This Agreement is entered into on this ____ day of _____, 2022, by and between the City of Bryan, Texas ("CITY") a home rule municipal corporation and FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC, a Texas limited liability company ("COMPANY").

WHEREAS, COMPANY's predecessor, Kalon Biotherapeutics, L.L.C. entered into an Economic Development Agreement with the CITY on or about September 15, 2014; and

WHEREAS, the CITY and the City of College Station, Texas, entered into a joint economic development program known as the Joint Research Valley BioCorridor Development Project which encompasses adjacent land in both cities ("BioCorridor") for the benefit of both cities; and

WHEREAS, COMPANY now desires to expand its presence by constructing an expanded facility on property located within the BioCorridor and more particularly described in Exhibit "A" which is attached hereto for all purposes (the "Property"); and,

WHEREAS, the new facility to be constructed on the Property will consist of an approximately 138,000 sq. ft. expansion of the existing commercial manufacturing facility located at 3939 Biomedical Way for additional biomanufacturing capabilities for vaccines and gene therapies with an increase of 150 FTEs as further described herein ("Improvements"); and,

WHEREAS, the Improvements will result in new economic development in the BioCorridor; and,

WHEREAS, the Improvements will have a direct and positive economic benefit to the BioCorridor; and,

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and,

WHEREAS, CITY wishes to provide incentives to COMPANY to assist in the economic development of the community; and,

WHEREAS, CITY hereby finds that this Agreement embodies an eligible "program" and clearly promotes local economic development and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the CITY;

WHEREAS, the CITY Council finds that the costs associated with this Agreement are outweighed by the community benefits to be gained, and that it is in the best interests of the citizens of this community to spur economic development in this area by supporting this project.

NOW, THEREFORE, for and in consideration of TEN DOLLARS AND NO/100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and COMPANY (each a "Party," collectively, the "Parties") AGREE AS FOLLOWS:

Article I

General Provisions

All of the above recitals are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

Article II

Definitions

In addition to the definitions set forth in the recitals above, wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with COMPANY, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“COMPANY” shall mean FUJUFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC, a Texas limited liability company qualified to do business in the state of Texas.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for all the Improvements.

“Effective Date” shall mean the date upon which this Agreement is duly approved by the parties hereto.

“First year of Incentive Payment(s)” shall mean the first calendar year immediately following the date of Completion of Construction.

“FTE” shall mean any person who is an employee of COMPANY or an Affiliate (excluding temporary or seasonal employees) who is on the payroll in a budgeted position and has an officially scheduled work week of thirty-five (35) hours or more, works at the Property for COMPANY subject to COMPANY’s then-existing work from home policies provided such work from home is being conducted within Brazos County, Texas, and who according to such person’s employer’s policy is entitled to full benefits as a full-time employee.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Gross Payroll” shall mean the sum of the payroll numbers that COMPANY or an Affiliate reports to the Texas Workforce Commission quarterly for FTEs for the four preceding consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

“Improvements” shall mean the approximately 138,000 square foot expansion to the existing commercial manufacturing facility to be constructed on the Property and other ancillary facilities such

as reasonably required parking and landscaping along with new personal property for a combined total personal property and real property investment of approximately three hundred million dollars (\$300,000,000) at time of completion by January 1, 2025, subject to extension for Force Majeure.

“Incentive Payment” shall mean the payment(s) granted by CITY to COMPANY upon meeting certain performance criteria set forth in this Agreement.

“Investment” shall mean a combined total personal property and real property investment. Amounts which may be considered as an investment include funds used to acquire, construct, upgrade, and maintain physical assets such as property, plants, buildings, technology, furniture, fixtures or equipment. Amounts for engineer’s/architect’s designs of facilities, surveying, master plans, plats, fees for registrations/applications/permits, project planning and management expenses, accounting fees, legal fees and financing fees (including bank charges/fees, interest and loan servicing costs) shall not be considered as an investment.

“Property” means the real property comprised of approximately 12.45 acres more or less and as depicted in Exhibit “A”, not including any improvements constructed on such real property.

“Premises” shall mean collectively, the Property and Improvements following construction thereof, but excluding the Tangible Personal Property.

“Shared Revenue” is an amount paid to CITY by City of College Station according to the Interlocal Cooperation and Joint Development Agreement between the Cities dated December 15, 2011 and amended December 31, 2012.

“Tangible Personal Property” shall mean tangible personal property, equipment and fixtures, excluding inventory and supplies, owned or leased by COMPANY or any Affiliate that is added to the Improvements subsequent to the execution of this Agreement.

“Taxable Value” means the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

Article III COMPANY Obligations

3.1 General Obligation. COMPANY covenants and agrees that it will construct the Improvements and operate and maintain its business on the Premises as set forth in this Agreement, and for the time period and manner as set forth herein.

CITY will determine whether the minimum expenditure on improvements to the Property meeting the definition of Improvements herein is met by asking COMPANY to provide adequate proof of same along with a sworn statement by an officer of COMPANY ensuring its accuracy. Samples of adequate proof include affidavits of all bills paid, receipts, letters of completion from regulatory authorities, occupancy permits and other forms of proof. Amounts which may be considered as an investment on improvements include funds used to acquire, construct, upgrade, and maintain physical assets such as property, plants, buildings, technology, furniture, fixtures or equipment. Amounts for engineer’s/architect’s designs of facilities, surveying, master plans, plats, fees for registrations/applications, permits, project planning and management expenses, accounting fees, legal fees, and financing fees (including bank charges/fees, interest, and loan servicing costs) shall not be considered as an investment.

3.2 Timely Construction of Improvements and Occupancy.

a. Commencement of Construction. Construction of the Improvements on the Property must commence (which shall mean any earth-moving activity) no later than January 1, 2023, subject to extension for Force Majeure (“Start Date”), and COMPANY shall notify the CITY of such Start Date.

b. Completion of Construction and Occupancy. There shall be Completion of Construction of the Improvements, including issuance of all necessary occupancy permits from the City of College Station, and COMPANY shall be fully operational by no later than January 1, 2025, subject to extension for Force Majeure.

3.3 Ongoing Occupancy. The COMPANY or an Affiliate of COMPANY must, subject to Force Majeure, continuously occupy and use the Improvements to leverage the existing commercial infrastructure to expand the existing biomanufacturing capabilities for vaccines, gene therapies, and/or biopharmaceuticals commencing upon Completion of Construction and for each year for which there is an Incentive Payment.

3.4 Jobs. COMPANY currently employs approximately 600 FTEs. By the end of the third year following the date of Completion of Construction of the Improvements, COMPANY agrees that it will have created a minimum of 150 new FTEs with an average annual salary of eighty thousand dollars (\$80,000) per job, for a minimum total of 750 FTEs which COMPANY agrees to have and maintain on the Premises for a total of ten years from the date of Completion of Construction of the Improvements throughout the term of this Agreement.

3.5 COMPANY failure to meet its obligations.

a. Failure to meet Construction deadlines and Initial Occupancy. If COMPANY does not timely meet all of the deadlines for Commencement of Construction, Completion of Construction, as well as complying with all reporting and Inspection requirements set forth below, COMPANY shall not be entitled to the First Year of Incentive Payment, or if the First Year of Incentive Payment has been made by CITY to COMPANY, COMPANY shall reimburse the CITY said amount as well as for any and all reasonable attorney’s fees and costs incurred by the CITY as a result of any action required to obtain the reimbursement of such First Year of Incentive Payment(s). Such reimbursement shall be due and payable 120 days after the COMPANY receives written notice from CITY of its failure to meet its obligations herein.

b. Failure to meet one or more ongoing obligations. Except as may be expressly provided for otherwise in this Agreement, COMPANY herein waives payment of any Incentive Payments for any year in which it fails to continuously have, operate and maintain all of the following: the Improvements in accordance with this Agreement, the requisite number of FTEs, the requisite average annual salary of such FTEs, and operating and staying operational substantially in the manner represented herein. Further, COMPANY shall reimburse CITY any Incentive Payments made in contravention of the terms of this Agreement. Finally, COMPANY waives payment of any Incentive Payments for any year in which it fails to comply with reporting and inspection requirements as set forth below. The foregoing waiver by COMPANY shall be the sole and exclusive remedy hereunder for any defaults by COMPANY stated in this subsection (b).

3.6 Reporting and Inspections.

(1) While this Agreement is in effect, annually within 60 days following the anniversary date of the Effective Date of this Agreement, the COMPANY will provide the following to CITY:

a. Certification that it has complied with the terms of this Agreement, as applicable, including the provision of sufficient written information, records, and documents, to support its certification of compliance (including but not limited to a sworn cost statement signed by an officer of the COMPANY

that the COMPANY has complied with the Investment requirement or attesting to the actual amount of costs sought to be credited as Investment); and

b. A report showing the timely number of new jobs created and total jobs maintained as required by this Agreement for every year this requirement and Agreement is in effect. Such report shall be certified by a Certified Public Accountant at COMPANY's expense, and signed by a legally authorized executive of the COMPANY; and

c. Texas Workforce Commission quarterly reports further demonstrating that COMPANY met the employment and job creation targets for the preceding year when required; and

d. Upon the CITY's request, any and all additional information reasonably necessary for the CITY to determine if the COMPANY has complied with its obligations pursuant to this Agreement; and

e. Upon the CITY's request and no less than 3 business days' prior written notice, reasonable access to the Property and its Improvements during regular business hours to inspect same to verify that COMPANY is complying with the terms of this Agreement.

3.7 Compliance with applicable law. The Property and the Improvements constructed thereon at all times shall be constructed, operated and used in the manner (i) that is consistent with CITY's Code of Ordinances, the City of College Station's Code of Ordinances, as amended, including its Uniform Development Code; and (ii) that is in accordance with all applicable state and local laws, codes, and regulations.

3.8 Ownership. COMPANY agrees to have it or one of its Affiliates continuously, subject to Force Majeure, occupy and conduct operations on the Premises for a period of at least ten (10) years from the date of Completion of Construction in substantially the manner set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, COMPANY may sell, assign or otherwise transfer the Premises to a third party to develop and/or to act as landlord of COMPANY. In such event CITY consent shall not be required provided COMPANY continues to occupy and operate the Premises within the time and in the manner as set forth in this Agreement.

3.9 Disclosure Requirements. When applicable, COMPANY agrees to comply with all applicable disclosure requirements, including those under Sections 2252.908 and 403.0246 of the Texas Government Code when entering into a contract that requires approval of the governing body of the CITY unless falling within certain exceptions; and Chapter 176 and Section 380.004 of the Texas Local Government Code for vendor disclosure requirements for certain business relationships with local government officers or their family members and for information regarding economic development agreements.

Article IV CITY's Obligations

4.1 Incentive Payment. Upon COMPANY meeting its obligations as set forth under this Agreement CITY shall make the following Incentive Payments:

a. Subject to the terms and conditions of this Agreement, provided that the Investment is at least \$300 million at time of the date of Completion of Construction, CITY hereby grants an annual Incentive Payment to COMPANY in an amount equal to the following amounts expressed as a percentage of the Shared Revenue actually received by CITY from the City of College Station:

<u>Year</u>	<u>Annual Incentive Payment</u>
First Year of Incentive Payments	90% of Shared Revenue of ad valorem taxes
Year 2	80% of Shared Revenue of ad valorem taxes
Year 3	70% of Shared Revenue of ad valorem taxes
Year 4	70% of Shared Revenue of ad valorem taxes
Year 5	50% of Shared Revenue of ad valorem taxes
Year 6	50% of Shared Revenue of ad valorem taxes
Year 7	30% of Shared Revenue of ad valorem taxes
Year 8	30% of Shared Revenue of ad valorem taxes
Year 9	20% of Shared Revenue of ad valorem taxes
Year 10	10% of Shared Revenue of ad valorem taxes

b. The total amount of Incentive Payments will in no event exceed a total of two million, sixty-eight thousand, one hundred forty-four dollars (\$2,068,144), at which time CITY's obligation to grant Incentive Payments to COMPANY ends.

c. CITY will remit the annual Incentive Payment to COMPANY no later than sixty (60) days from when COMPANY properly submits to CITY all of its reporting requirements beginning with the First Year of Incentive Payment provided COMPANY meets all the requirements annually entitling it to the corresponding Incentive Payment.

d. During the period of the Incentive Payments herein authorized, COMPANY shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided this Agreement does not prohibit COMPANY from claiming any exemptions from tax provided by applicable law.

4.2 Right to offset. CITY may, at its option, offset any amounts due and payable under this Agreement, including Incentive Payment payments, against any debt (including taxes) lawfully due to CITY and/or City of College Station from COMPANY, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt due CITY has been reduced to judgment by a court; provided, however (i) CITY shall provide COMPANY notice within thirty (30) days of determining that any debt is believed lawfully due to CITY and/or City of College Station from COMPANY; (ii) COMPANY shall have an opportunity to resolve or pay such debt to CITY and/or City of College Station within thirty (30) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) COMPANY retains all rights to timely and properly contest whether or in what amount any debt is owed to CITY and/or City of College Station, and CITY may not offset any asserted amount of debt owed by COMPANY against amounts due and owing under this Agreement during any period during which COMPANY is timely and properly contesting whether such amount of debt is due and owing.

Article V

Conditions Precedent

5.1 This Agreement is conditioned upon the City of College Station approving this Agreement as required under the Joint Agreement.

Article VI Term

6.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the end of the 12th full calendar year following Completion of Construction (currently estimated to be December 31, 2036) unless terminated sooner pursuant to the terms of this Agreement.

6.2 This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. COMPANY agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f) COMPANY shall repay the Incentive Payments to it from CITY as well as any other funds received by COMPANY from CITY as of the date of such violation within thirty (30) days after the date COMPANY is notified by CITY of such violation, plus interest at the rate equal to the 90 day Treasury Bill plus ½% (.005) per annum, from the date of violation until paid. COMPANY is not liable for a violation of this Section by a COMPANY Affiliate, or franchisees of COMPANY or by a person or entity with whom COMPANY contracts.

Article VII Default

7.1 If COMPANY defaults in any term or condition of this Agreement or that certain Economic Development Agreement Between the City of College Station and FUJIFILM Diosynth Biotechnologies Texas, LLC, dated December 9, 2021, then, subject to Section 7.2 below, CITY shall not be obligated to provide Incentive Payments for that year in which the default occurred. However if COMPANY fails to maintain the required number of FTEs or required average annual salary at the end of the third year following the date of Completion of Construction of the Improvements or any subsequent year thereafter, CITY shall, in its reasonable discretion, make an Incentive Payment to COMPANY of 25%, 50%, or 75% of the total proposed Incentive Payment based on the percentage of actual FTEs to what's required rounding to the nearest matched or exceeded percentage recited above.

7.2 CITY shall give to COMPANY notice of any default. To the extent a default may be cured, COMPANY shall have the right, but not the obligation, to cure the default within thirty (30) days of receiving written notice from CITY. If the default cannot reasonably be cured within a thirty (30) day period, and COMPANY has diligently pursued such remedies as shall be reasonably necessary to cure such default, then CITY shall extend for a reasonable additional length of time the period in which the default must be cured. If COMPANY fails to cure the default within the time provided as specified above or, as such time period may be extended, subject to Force Majeure, then CITY at its sole option shall have the right to terminate this Agreement with respect to COMPANY, by written notice to COMPANY.

7.3 The COMPANY's obligation to reimburse the CITY payments made to COMPANY if the COMPANY breaches this Agreement survives termination of this Agreement.

7.4 It is understood and agreed by the parties that, in the event of a default by the CITY on any of its obligations under this Agreement, the COMPANY's sole and exclusive remedy shall be limited to either i) the termination of this Agreement, or ii) a suit for specific performance.

Article VIII Miscellaneous

8.1 Notice. Any notice sent under this Agreement, shall be sent (i) by depositing such notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt

requested; (ii) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (iii) sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or (iv) personally delivered to the receiving party at the following addresses:

If intended for CITY, to:

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

If intended for COMPANY, to:

Attn: Controller and Chief Operating Officer
FUJIFILM Diosynth Biotechnologies Texas, LLC
100 Discovery Drive, Suite 200
College Station, Texas 77845

With a required copy to:

FUJIFILM Holdings America Corporation
200 Summit Lake Drives,
Valhalla, NY 10595
Attn: Legal Department

8.2 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an Original and constitute one and the same instrument.

8.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement (provided however that in no event shall that certain agreement titled Economic Development Agreement between Fujifilm Diosynth Biotechnologies Texas, LLC and the City of Bryan between the CITY and COMPANY entered into on or about December 15, 2015, as amended from time to time, be deemed to be superseded or otherwise affected by this Agreement), and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

8.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.7 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by COMPANY (except to an Affiliate of the COMPANY which shall not require prior consent of CITY) without the prior written consent of the City Manager which consent shall not be unreasonably withheld, conditioned or delayed.

8.8 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 CITY and COMPANY.

8.9 Venue and Jurisdiction. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.10 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 Parties represent that the persons executing this Agreement have authorization to sign on behalf of their respective entities.

8.11 No Debt. Under no circumstances shall the obligations of CITY hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, CITY agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay amounts under this Agreement for the then ensuing fiscal year.

8.12 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 the Agreement, any part hereof, or the right of the Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

8.13 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8.14 Force Majeure Events. Neither Party shall be considered to be in default in the performance of any material obligation under this Agreement when a failure of performance shall be due to an event of Force Majeure but only to the degree impacted by such Force Majeure event, and any specific references in this Agreement to Force Majeure shall not be implied to otherwise limit application of the foregoing. Neither Party shall be relieved of its obligation to perform due to Force Majeure if such failure is due to causes arising out of its own acts or omissions or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period.

Executed and effective on this the ____ day of _____, 2022.

SIGNATURES ON THE FOLLOWING PAGE

CITY OF BRYAN:

**FUJIFILM DIOSYNTH
BIOTECHNOLOGIES TEXAS, LLC:**

Andrew Nelson, Mayor

Printed Name: _____

Title: _____

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas Leeper, City Attorney

January 13, 2022
Item No. 7.3.
Annual Purchase of Janitorial Supplies

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving the annual purchase of janitorial supplies with an estimated annual expenditure of \$200,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends award to the lowest responsible bidder meeting the specifications to ProStar Industries Inc.

Summary: Staff issued an Invitation to Bid, #22-004, for the annual purchase of janitorial supplies. Seven (7) sealed bids were received. Staff evaluated the bids for compliance with the specifications, and staff is recommending ProStar Industries, Inc. for the annual janitorial supplies purchases.

Upon Council approval a blanket order will be issued to ProStar Industries, Inc. The materials will be on a needed basis. This is a one-year contract with the option of two possible renewal terms.

Budget & Financial Summary: Funds are budgeted and available in all departmental budgets.

Attachments:

1. 22-004 Janitorial Supplies

ANNUAL PRICE AGREEMENT FOR JANITORIAL SUPPLIES

BID TABULATION #22-04

Opening, Monday, November 8, 2021 at 2:00 p.m. CST

Item No.	Qty	Description	ProSTAR Industries (Bryan, TX)		Ray Criswell Distributing (Bryan, TX)		Competitive Choice Inc. (Houston, TX)		MSC Industrial Supply (Fort Worth, TX)		Complete Supply, Inc. (Carrollton, TX)		Central Poly-Bag Corp (Carrollton, TX)		Staples Contracts & Commercial LLC (Framingham, MA)	
			Unit Price	Item Total	Unit Price	Item Total	Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Price	Item Total	Price	Item Total
1	500	Toilet tissue	\$ 32.45	\$ 16,225.00	\$40.00	\$ 20,000.00	\$65.03	\$ 32,515.00	\$52.36	\$ 26,180.00	\$63.48	\$ 31,740.00	\$39.99	\$ 19,995.00	\$40.74	\$ 20,370.00
2	200	Toilet tissue - Jumbo	\$ 23.40	\$ 4,680.00	\$26.75	\$ 5,350.00	\$40.73	\$ 8,146.00	\$35.88	\$ 7,176.00	\$24.49	\$ 4,898.00	\$29.99	\$ 5,998.00	\$20.99	\$ 4,198.00
3	250	Paper towels- multi fold	\$ 20.48	\$ 5,120.00	\$20.95	\$ 5,237.50	\$28.71	\$ 7,177.50	\$25.21	\$ 6,302.50	\$26.13	\$ 6,532.50	\$19.99	\$ 4,997.50	\$22.28	\$ 5,570.00
4	175	Roll Towels	\$ 42.50	\$ 7,437.50	\$22.60	\$ 3,955.00	\$48.10	\$ 8,417.50	\$54.51	\$ 9,539.25	\$0.00	\$ -	\$56.66	\$ 9,915.50	\$22.50	\$ 3,937.50
5	100	Paper towels, C-fold	\$ 24.18	\$ 2,418.00	\$21.75	\$ 2,175.00	\$42.89	\$ 4,289.00	\$40.02	\$ 4,002.00	\$29.73	\$ 2,973.00	\$29.99	\$ 2,999.00	\$24.04	\$ 2,404.00
6	150	Roll towels, perforated	\$ 23.90	\$ 3,585.00	\$24.35	\$ 3,652.50	\$38.48	\$ 5,772.00	\$32.43	\$ 4,864.50	\$30.60	\$ 4,590.00	\$31.66	\$ 4,749.00	\$26.71	\$ 4,006.50
7	20	Napkin Kwiknap Evolutions	\$ 22.85	\$ 457.00	\$40.75	\$ 815.00	\$40.71	\$ 814.20	\$ -	\$ -	\$78.84	\$ 1,576.80	\$ -	\$ -	\$50.02	\$ 1,000.40
8	600	Wipers - Task Mate AI Dispensing Box	\$ -	\$ -	\$47.10	\$ 28,260.00	\$73.83	\$ 44,298.00	\$61.97	\$ 37,182.00	\$56.53	\$ 33,918.00	\$ -	\$ -	\$64.04	\$ 38,424.00
9	600	Wipers - Task Mate DRC Dispensing Box	\$ 45.52	\$ 27,312.00	\$54.95	\$ 32,970.00	\$98.09	\$ 58,854.00	\$ -	\$ -	\$66.00	\$ 39,600.00	\$ -	\$ -	\$63.10	\$ 37,860.00
10	600	Wipers - Task Mate SRM Dispensing Box	\$ 47.20	\$ 28,320.00	\$38.00	\$ 22,800.00	\$52.89	\$ 31,734.00	\$ -	\$ -	\$45.67	\$ 27,402.00	\$ -	\$ -	\$35.12	\$ 21,072.00
11	30	Hand soap-DermaPro	\$ 37.17	\$ 1,115.10	\$34.44	\$ 1,033.20	\$66.02	\$ 1,980.60	\$7.77	\$ 233.10	\$0.00	\$ -	\$ -	\$ -	\$38.83	\$ 1,164.90
12	15	Hand soap - Pink	\$ 34.65	\$ 519.75	\$20.80	\$ 312.00	\$40.73	\$ 610.95	\$ -	\$ -	\$20.96	\$ 314.40	\$ -	\$ -	\$17.12	\$ 256.80
13	130	ProFX Foaming Luxury Hand Soap	\$ 34.62	\$ 4,500.60	\$50.00	\$ 6,500.00	\$69.08	\$ 8,980.40	\$ -	\$ -	\$0.00	\$ -	\$ -	\$ -	\$35.50	\$ 4,615.00
14	15	Hand Clear-Derman Care 2000	\$ 67.54	\$ 1,013.10	\$60.00	\$ 900.00	\$75.63	\$ 1,134.45	\$ -	\$ -	\$0.00	\$ -	\$ -	\$ -	\$71.50	\$ 1,072.50
15	100	Spray & wipe cleaner-19 oz.	\$ 50.27	\$ 5,027.00	\$25.80	\$ 2,580.00	\$56.17	\$ 5,617.00	\$3.70	\$ 370.00	\$26.29	\$ 2,629.00	\$ -	\$ -	\$13.55	\$ 1,355.00
16	100	Glass Cleaner, window-19 oz.	\$ 36.80	\$ 3,680.00	\$23.40	\$ 2,340.00	\$36.99	\$ 3,699.00	\$1.74	\$ 174.00	\$26.80	\$ 2,680.00	\$ -	\$ -	\$10.50	\$ 1,050.00
17	15	Glass Cleander, Triple S	\$ 19.39	\$ 290.85	\$22.28	\$ 334.20	\$21.30	\$ 319.50	\$5.88	\$ 88.20	\$15.73	\$ 235.95	\$ -	\$ -	\$21.84	\$ 327.60
18	30	Urinal Screens w/Flat Screen	\$ 16.94	\$ 508.20	\$16.80	\$ 504.00	\$142.89	\$ 4,286.70	\$20.94	\$ 628.20	\$19.53	\$ 585.90	\$ -	\$ -	\$11.35	\$ 340.50
19	50	Urinal Screens w/Splash Guard	\$ 46.54	\$ 2,327.00	\$16.80	\$ 840.00	\$19.16	\$ 958.00	\$ -	\$ -	\$19.53	\$ 976.50	\$ -	\$ -	\$15.96	\$ 798.00
20	20	Metered aerosol	\$ 42.00	\$ 840.00	\$43.56	\$ 871.20	\$50.58	\$ 1,011.60	\$3.37	\$ 67.40	\$40.17	\$ 803.40	\$ -	\$ -	\$12.25	\$ 245.00
21	150	Trash liners, 24" x 24" HD , black	\$ 14.73	\$ 2,209.50	\$17.65	\$ 2,647.50	\$22.58	\$ 3,387.00	\$ -	\$ -	\$0.00	\$ -	\$34.00	\$ 5,100.00	\$22.22	\$ 3,333.00
22	1000	Trash liners, 38"x63", clear	\$ 32.81	\$ 32,810.00	\$39.55	\$ 39,550.00	\$15.47	\$ 15,470.00	\$43.16	\$ 43,160.00	\$0.00	\$ -	\$58.00	\$ 58,000.00	\$136.99	\$ 136,990.00
23	20	Trash liners, 24"x23", Black, 10 Gallon	\$ 13.20	\$ 264.00	\$25.00	\$ 500.00	\$21.60	\$ 432.00	\$22.71	\$ 454.20	\$0.00	\$ -	\$27.00	\$ 540.00	\$17.56	\$ 351.20
24	250	Trash liners, 40"x 46", LD Standard Duty White	\$ 15.88	\$ 3,970.00	\$20.25	\$ 5,062.50	\$21.49	\$ 5,372.50	\$ -	\$ -	\$14.74	\$ 3,685.00	\$23.80	\$ 5,950.00	\$49.03	\$ 12,257.50
25	350	Trash liners 30 x 34 7mil LD Black	\$ 12.13	\$ 4,245.50	\$16.50	\$ 5,775.00	\$19.29	\$ 6,751.50	\$22.27	\$ 7,794.50	\$15.16	\$ 5,306.00	\$26.90	\$ 9,415.00	\$18.45	\$ 6,457.50
26	15	Spray Disinfectant Tuberculocidal Qt	\$ 43.20	\$ 648.00	\$31.80	\$ 477.00	\$84.97	\$ 1,274.55	\$15.17	\$ 227.55	\$37.65	\$ 564.75	\$ -	\$ -	\$29.54	\$ 443.10
27	30	Universal Disingectant Gallan	\$ 58.20	\$ 1,746.00	\$34.80	\$ 1,044.00	\$32.95	\$ 988.50	\$8.37	\$ 251.10	\$35.76	\$ 1,072.80	\$ -	\$ -	\$34.06	\$ 1,021.80
28	20	Bleach PureBright Gallon	\$ 16.55	\$ 331.00	\$16.95	\$ 339.00	\$22.92	\$ 458.40	\$16.34	\$ 326.80	\$19.25	\$ 385.00	\$ -	\$ -	\$22.37	\$ 447.40
29	15	Bathroom Porcelain cleaner	\$ 27.26	\$ 408.90	\$24.00	\$ 360.00	\$53.57	\$ 803.55	\$0.00	\$ -	\$48.84	\$ 732.60	\$ -	\$ -	\$41.49	\$ 622.35
30	40	Toilet bowl brush European Style	\$ 2.29	\$ 91.60	\$22.20	\$ 888.00	\$80.03	\$ 3,201.20	\$3.03	\$ 121.20	\$2.59	\$ 103.60	\$ -	\$ -	\$19.20	\$ 768.00
TOTAL			\$ 162,100.60		\$ 198,072.60		\$ 268,754.60		\$ 149,142.50		\$ 173,305.20		\$ 127,659.00		\$ 312,759.55	
Discount on products not listed			25%		20%		10%		20%		25%		0%			
Prompt Payment Discount			1%		0%		0%		0%		0%		0%			
Delivery After Receipt of Order			1 day		2 day		3-5 day		7 to 10 days		2-5 day		30-45 days			

NOTES:

»Bidder miscalculated the total for Bid Item and the Grand Total. The highlighted totals above are correct.

January 13, 2022

Item No. 7.4.

Zters Inc. dba Zters Site Services LLC Franchise Agreement Ordinance - First Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Infrastructure and Core Services

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: The proposed agreement would allow Zters Inc. dba Zters Site Services 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).

Budget & Financial Summary: N/A

Attachments:

1. 22300188 Zters Site Services LLC - COCS Recyclables Franchise Agreement_1-27-2022



CONTRACT#: 22300188 PROJECT#: N/A BID/RFP/RFO#: N/A

Name of Contractor:

Zters Inc., dba Zters Site Services LLC

CONTRACT TOTAL VALUE: \$ n/a

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 _____

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

Two City Council readings required for this Franchise Agreement; scheduled for January 13, 2022; and January 27, 2022.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 1/13/22 & 1/27/22 Agenda Item No*: _____

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

Insurance Certificates: *RU* Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Peter Caler
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

12/23/2021

DATE _____

John A. Haislet
LEGAL DEPARTMENT

12/23/2021

DATE _____

LEGAL DEPARTMENT
[Signature]
ASST CITY MGR – CFO

12/23/2021

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

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, ZTERS, INC. DBA ZTERS SITE SERVICES LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services 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 regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

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

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Michael Lucas, Fiscal Services
PO BOX 9960
College Station, TX 77842
mlucas@cstx.gov

Zters, Inc. dba Zters Site Services LLC
Attn: Bryan Klecka, Operations Manager
34910 Circle Lake Drive
Pinehurst, Texas 77362
Bryan.k@zsites.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the ____ day of _____, 2022.
- b. Second Consideration & Approval on the ____ day of _____, 2022.

**ZTERS, INC. DBA ZTERS SITE
SERVICES LLC**

By: Shelby Lowe

Printed Name: Shelby Lowe

Title: **Owner/Member**

Date: 12/21/2021

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

John A. Haislet

City Attorney

Date: 12/23/2021

[Signature]

Assistant City Manager/CFO

Date: 12/23/2021

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$350.00 per pull depending on container size as set forth below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs



Delivery to College Station from Pinehurst Tx \$300.00

Standard Pricing base on Container size for Zsites Zone D (College Station TX)

- 20 yard: \$610.00/haul, includes 3 tons
- 30 yard: \$640.00/haul, includes 4 tons
- 40 yard: \$800.00/haul, includes 6 tons

Special pricing for multiple containers or multiple hauls at one location will start at \$390.00/haul.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2021

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 Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042		CONTACT NAME: Dolores Garza PHONE (A/C, No, Ext): 713-780-6178 FAX (A/C, No): E-MAIL ADDRESS: Dolores.Garza@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	
		INSURER B: Imperium Insurance Company	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1940462375 **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:	Y	Y	MKL4VPBC002244	11/10/2021	9/1/2022	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ILR180164900	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002039031	9/1/2021	9/1/2022	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is an executed written contract between the named insured and the certificate holder that requires such status. The General Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is an executed written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
 Re: Recyclables Collection Service Franchise.
 Additional Insureds: City of College Station, its employees, agents, volunteers, and officials - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER City of College Station Attn: Michael Lucas, Fiscal Services 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  Brett Herrington
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

- 1.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- 2.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a.** Only applies to the extent permitted by law; and
- b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 2.** "Bodily injury" or "property damage" occurring after:
 - a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract executed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Zters Site Services LLC (See Named Insured Addendum)
Endorsement Effective Date:	9/1/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket As Required By Written Contract
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Zters Site Services LLC (See Named Insured Addendum)
Endorsement Effective Date:	9/1/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket as Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 61 WBC AA9BEN

Endorsement Number:

Effective Date: 11/10/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ZTERS, INC

13722 OFFICE PARK DR

HOUSTON TX 77070

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. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas 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:

January 13, 2022
Item No. 7.5.
Rehabilitation of Water Wells 1 & 2

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Weisinger, INC. in the amount of \$673,947 for the completion of rehabilitation of water wells 1 and 2 for the City of College Station.

Relationship to Strategic Goals:

Core services and infrastructure.

Recommendation(s): Staff recommends approval.

Summary: The City of College Station owns and operates a well field that incorporates a total of 10 potable groundwater wells. As part of the Water Services Department's asset management program, these wells are rehabilitated on an approximately 10-year recurring basis. Rehabilitation may include the cleaning of screens, removing sediment from within the casing, refurbishing/replacing pumping equipment, adjusting pump settings and sizes in response to changes in the aquifer, and other necessary improvements.

This contract includes the rehabilitation of groundwater wells 1 and 2, which were last rehabilitated in 2010. The staff recommends awarding the base bid and identified alternatives that have a high likelihood of needing additional rehabilitation efforts. These alternatives will be completed as necessary based on the well and equipment inspections and testing performed within the base bid items.

Budget & Financial Summary: Budget of \$1,325,000 is included for this project in the Water Capital Improvement Projects Fund. A total of \$647,703 has been expended or committed to date, leaving a balance of \$677,297 for this contract and related expenses.

Attachments:

1. Contract No 22300171 - BW (Weisinger, Inc)
2. Tabulation 22-014
3. Project Location Map

**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 WEISINGER INC. (the "Contractor") for the construction and/or installation of the following:
as described in ITB 22-014 Rehabilitation of Water Wells 1 & 2 with the alternates 1-A-4-A, 9-A, 13-A, 21-A and 22-A.

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: Six Hundred Thousand Seventy-Three Nine Hundred Forty-Seven and NO /100 Dollars (\$ 673,947.00).

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 One Hundred and 00 /**100 DOLLARS (\$100.00)** 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; and/or

(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.

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

WEISINGER, INC.

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

DAVIS BACON WAGE RATES

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift/Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021

* SUTX2011-006 08/03/2011

Rates	Fringes
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ELECTRICIAN	\$ 26.35
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FORM BUILDER/FORM SETTER

Paving & Curb	\$ 12.94
Structures	\$ 12.87

LABORER

Asphalt Raker.....	\$ 12.12
Flagger	\$ 9.45
Laborer, Common	\$ 10.50
Laborer, Utility	\$ 12.27

Pipelayer	\$ 12.79
Work Zone Barricade	
Servicer	\$ 11.85

PAINTER (Structures).....	\$ 18.34
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POWER EQUIPMENT OPERATOR:

Agricultural Tractor	\$ 12.69
Asphalt Distributor.....	\$ 15.55
Asphalt Paving Machine	\$ 14.36
Boom Truck	\$ 18.36
Broom or Sweeper	\$ 11.04
Concrete Pavement Finishing Machine	\$ 15.48
Crane, Hydraulic 80 tons or less	\$ 18.36
Crane, Lattice Boom 80 tons or less.....	\$ 15.87
Crane, Lattice Boom over 80 tons	\$ 19.38
Crawler Tractor	\$ 15.67
Directional Drilling Locator	\$ 11.67
Directional Drilling Operator	\$ 17.24
Excavator 50,000 lbs or Less	\$ 12.88
Excavator over 50,000 lbs.....	\$ 17.71
Foundation Drill, Truck Mounted	\$ 16.93
Front End Loader, 3 CY or Less	\$ 13.04
Front End Loader, Over 3 CY.....	\$ 13.21
Loader/Backhoe	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade.....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt	\$ 12.78
Roller, Other	\$ 10.50
Scraper	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy	\$ 18.48

Servicer	\$ 14.51
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Steel Worker

Reinforcing	\$ 14.00
Structural.....	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

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

PERFORMANCE BOND

Bond No. _____

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Six Hundred Thousand Seventy-Three Nine Hundred Forty-Seven and NO /100 Dollars (\$ 673,947.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for as described in ITB 22-014 Rehabilitation of Water Wells 1 & 2 with the alternates 1-A-4-A, 9-A, 13-A, 21-A and 22-A _____, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

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. _____

FOR THE CONTRACTOR:

WEINSINGER, INC.

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: January 13, 2022

Date: January 13, 2022

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: January 13, 2022

By: _____

Name: _____

Title: _____

Date: January 13, 2022

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. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, 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 Six Hundred Thousand Seventy-Three Nine Hundred Forty-Seven _____ and No _____/100 Dollars (\$ 673,947.00) 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 _____ day of _____, 20____, for _____ as described in ITB 22-014 Rehabilitation of Water Wells 1 & 2 _____, 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. _____

FOR THE CONTRACTOR:

WEINSINGER, INC.

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: January 13, 2022

Date: January 13, 2022

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: January 13, 2022

By: _____

Name: _____

Title: _____

Date: January 13, 2022

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.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

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 Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008	CONTACT NAME: Kristen Cupit PHONE (A/C, No, Ext): 713-869-8346 E-MAIL ADDRESS: kcupit@adamsins.com FAX (A/C, No): 713-869-9144
INSURED Weisinger, Inc. PO Box 909 Willis TX 77378	INSURER(S) AFFORDING COVERAGE INSURER A : EMCASCO Insurance Company INSURER B : Employers Mutual Casualty Company INSURER C : Union Insurance Company of Providence INSURER D : Bridgefield Casualty Insurance Company INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 86100926

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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	5D49341	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	Y	Y	5E49341	6/30/2021	6/30/2022	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 \$ 10,000	Y	Y	5J49341	6/30/2021	6/30/2022	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	Y	0196-53218	6/30/2021	6/30/2022	☒ 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

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

INSTALLATION FLOATER Policy Number: 5C49341
Employers Mutual Casualty Company - Policy Dates: 06/30/2021 to 06/30/2022
Policy Limits: \$500,000 Per Jobsite

THE GENERAL LIABILITY & AUTOMOBILE LIABILITY POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT & THE GENERAL LIABILITY, AUTOMOBILE LIABILITY & WORKERS COMPENSATION POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS & WAIVER OF SUBROGATION STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED & THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS AS PER See Attached...

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION TX 77840
USA

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 Adams Risk Management Services, LLC		NAMED INSURED Weisinger, Inc. PO Box 909 Willis TX 77378	
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

THE ATTACHED.

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CG 7193.1- WHO IS AN INSURED IS AMENDED TO INCLUDE AS ADDITIONAL INSURED, INCLUDING COMPLETED OPERATIONS, ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY. PRIMARY & NON-CONTRIBUTORY BASIS IF THE ADDITIONAL INSURED SPECIFICALLY AGREED IN A WRITTEN CONTRACT THAT THE INSURANCE BE PRIMARY & WHEN COVERAGE IS PROVIDED ON A PRIMARY BASIS WE WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED IF A WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY 2) CG7578.3 - BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT 3) CG 7429- PER PROJECT AGGREGATE LIMIT. 4) IL7447.6 - NOTICE OF CANCELLATION-30 DAY BLANKET AS REQUIRED BY WRITTEN CONTRACT.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CA 7450- BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE. 2) CA 7450- BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. 3) IL 7447.6- NOTICE OF CANCELLATION-30 DAYS BLANKET AS REQUIRED BY WRITTEN CONTRACT.

THE WORKERS COMPENSATION POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) WC 42 03 04B-WAIVER OF SUBROGATION-BLANKET WAIVER FOR ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER. 2) WC 42 06 01-NOTICE OF CANCELLATION-30 DAYS BLANKET AS REQUIRED BY WRITTEN CONTRACT.

THE UMBRELLA/EXCESS LIABILITY POLICY APPLIES IN EXCESS OF THE UNDERLYING GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYERS LIABILITY POLICIES ABOVE INCLUDING FOLLOWING THE TERMS OF ANY ADDITIONAL INSURED ENDORSEMENTS. THE POLICY FOLLOWS THE TERMS AND CONDITIONS OF SUCH UNDERLYING POLICIES UNLESS THEY ARE INCONSISTENT WITH THE TERMS OF THE POLICY.

RE: ITB 22-014 Rehabilitation of Water Wells 1 & 2 with the alternates 1-A-4-A, 9-A, 13-A, 21-A and 22-A
POLLUTION INCLUDES TRANSPORTATION/AUTOMOBILE POLLUTION COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
INCLUDING COMPLETED OPERATIONS –
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE
Project:

Location Of Project: ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:

- (a)** Less than 60 feet long; and
(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1)** insureds;
(2) claims made or “suits” brought;
(3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**

FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

- 1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

- 1.** ~~**Section II – Who Is An Insured**~~ is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

- 2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (b) The construction, erection or removal of elevators; or

- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by any vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

 - 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
 - k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
 - l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
 - m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

- 3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:
- (a) No Coverage; or
 - (b) \$1,000; or
 - (c) \$5,000; or
 - (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan 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.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

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

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, 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.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

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

(X) 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 6/30/21

Policy No. 0196-53218

Endorsement No.
Premium

Insured WEISINGER INC

Countersigned by _____

Insurance Company
BRIDGEFIELD CASUALTY INSURANCE COMPANY

WC 42 03 04 B
(Ed. 6-14)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: (*) 30
2. Notice will be mailed to: BLANKET AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO BODILY INJURY OR PROPERTY DAMAGE

*10 DAYS NOTICE FOR NON-PAYMENT OF 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 6/30/21
Insured WEISINGER INC.

Effective Policy No. 0196-53218

Endorsement No.
Premium

Insurance Company
BRIDGEFIELD CASUALTY INSURANCE COMPANY

Countersigned by _____

EXHIBIT D
PLANS AND SPECIFICATIONS

EXHIBIT E
CONSTRUCTION SCHEDULE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS					
A. GENERAL - WATER WELL NO. 1 & WATER WELL NO. 2					
A-1	1	LS	Water Well No 1. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	\$ 16,200.00	\$ 16,200.00
A-2	1	LS	Provide performance and payment bonds for Water Well No. 1 Rework.	\$ 5,000.00	\$ 5,000.00
A-3	1	LS	Water Well No 2. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	\$ 16,200.00	\$ 16,200.00
A-4	1	LS	Provide performance and payment bonds for Water Well No. 2 Rework.	\$ 5,000.00	\$ 5,000.00
SUBTOTAL: A. GENERAL					\$ 42,400.00
B. WATER WELL NO. 1					
B-1	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly (500 feet) and pump bowl, and provide written inspection reports, Complete as specified	\$ 10,000.00	\$ 10,000.00
B-2	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	\$ 2,000.00	\$ 6,000.00
B-3	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	\$ 1,000.00	\$ 1,000.00
B-4	40	HR	Perform mechanical cleaning (wire brushing) of the 9-inch well screens, 2,530 to 2,960 feet, 384 feet of screen, Complete as specified.	\$ 215.00	\$ 8,600.00
B-5	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	\$ 230.00	\$ 6,900.00
B-6	1	LS	Perform chlorine treatment of 9-inch well screens by inserting and agitating chlorine into 9-inch screens, 2,530 to 2,960 feet, 384 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge, Complete as specified.	\$ 6,000.00	\$ 6,000.00
B-7	1	LS	Perform acid treatment of 9-inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC-21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-inch screen interval 2,530 to 2,960 feet, 384 feet of screen, 1,950 gallons of HCL acid at minimum 5.0 gallons per foot of 9-inch screen, Complete as specified.	\$ 7,500.00	\$ 7,500.00
B-8	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	\$ 230.00	\$ 6,900.00
B-9	1	LS	Perform sonar jetting of 9-inch screen interval 2,530 to 2,960 feet, Complete as specified.	\$ 5,000.00	\$ 5,000.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B-10	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,900 gpm at 495 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 30,000.00	\$ 30,000.00
B-11	25	20-Foot Section	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 3,300.00	\$ 82,500.00
B-12	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 1,900.00	\$ 1,900.00
B-13	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,700.00	\$ 2,700.00
B-14	1	LS	Furnish and install a new 2-3/16-inch x 3-1/2-inch tension bearing, nut and plate assembly, Complete as specified.	\$ 1,970.00	\$ 1,970.00
B-15	26	EA	Furnish new rubber tube stabilizer for 12-inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	\$ 18.00	\$ 468.00
B-16	520	FT	Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	\$ 2.20	\$ 1,144.00
B-17	520	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	\$ 2.75	\$ 1,430.00
B-18	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel discharge head, Complete as specified.	\$ 500.00	\$ 500.00
B-19	1	LS	Recondition the existing 500 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gib keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	\$ 14,000.00	\$ 14,000.00
B-20	1	LS	Install permanent pump bowl at 520 feet, pump column assembly, airline, water-level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	\$ 10,000.00	\$ 10,000.00
B-21	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	\$ 1,200.00	\$ 1,200.00
B-22	1	LS	Perform well, pump and motor performance test with vibration test of the existing well pump to determine baseline pump performance and provide written report, Complete as specified	\$ 650.00	\$ 650.00
B-23	1	LS	Perform well, pump and motor performance test with vibration test on rehabilitated pump assembly and provide written report, Complete as specified.	\$ 900.00	\$ 900.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B-24	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Provide pre-construction video of the site and adjacent properties, Complete as specified.	\$ 200.00	\$ 200.00
B-25	1	LS	Salvage value (credit) for the existing well pump and column assembly when replaced with new equipment	\$ (2,425.00)	\$ (2,425.00)
SUBTOTAL: B. WATER WELL NO. 1					\$ 205,037.00
C. WATER WELL NO. 2					
C-1	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly (564 feet) and pump bowl, and provide written inspection reports, Complete as specified	\$ 10,000.00	\$ 10,000.00
C-2	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	\$ 2,000.00	\$ 6,000.00
C-3	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	\$ 1,000.00	\$ 1,000.00
C-4	40	HR	Perform mechanical cleaning (wire brushing) of the 9-inch well screens, est. 2,500 to 2,965 feet, 390 feet of screen, Complete as specified.	\$ 215.00	\$ 8,600.00
C-5	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	\$ 230.00	\$ 6,900.00
C-6	1	LS	Perform chlorine treatment of 9-inch well screens by inserting and agitating chlorine into 9-inch screens, est. 2,500 to 2,965 feet, 390 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge, Complete as specified.	\$ 6,000.00	\$ 6,000.00
C-7	1	LS	Perform acid treatment of 9-inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC-21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-inch screen interval est. 2,500 to 2,965 feet, 390 feet of screen, 1,950 gallons of HCL acid at minimum 5.0 gallons per foot of 9-inch screen, Complete as specified.	\$ 7,500.00	\$ 7,500.00
C-8	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	\$ 230.00	\$ 6,900.00
C-9	1	LS	Perform sonar jetting of 9-inch screen interval est. 2,500 to 2,965 feet, Complete as specified.	\$ 5,000.00	\$ 5,000.00
C-10	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,700 gpm at 455 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 30,000.00	\$ 30,000.00
C-11	24	20-Foot Section	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 3,300.00	\$ 79,200.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
C-12	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 1,900.00	\$ 1,900.00
C-13	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,700.00	\$ 2,700.00
C-14	1	LS	Furnish and install a new 2-3/16-inch x 3-1/2-inch tension bearing, nut and plate assembly, Complete as specified.	\$ 1,970.00	\$ 1,970.00
C-15	25	EA	Furnish new rubber tube stabilizer for 12-inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	\$ 18.00	\$ 450.00
C-16	500	FT	Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	\$ 2.20	\$ 1,100.00
C-17	500	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	\$ 2.75	\$ 1,375.00
C-18	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel discharge head, Complete as specified.	\$ 500.00	\$ 500.00
C-19	1	LS	Recondition the existing 400 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gib keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	\$ 11,000.00	\$ 11,000.00
C-20	1	LS	Install permanent pump bowl at 520 feet, pump column assembly, airline, water-level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	\$ 10,000.00	\$ 10,000.00
C-21	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	\$ 1,200.00	\$ 1,200.00
C-22	1	LS	Perform well, pump and motor performance test with vibration test of the existing well pump to determine baseline pump performance and provide written report, Complete as specified	\$ 650.00	\$ 650.00
C-23	1	LS	Perform well, pump and motor performance test with vibration test and provide written report, Complete as specified.	\$ 900.00	\$ 900.00
C-24	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Provide pre-construction video of the site and adjacent properties, Complete as specified.	\$ 200.00	\$ 200.00
C-25	1	LS	Salvage value (credit) for the existing well pump and column assembly when replaced with new equipment	\$ (2,425.00)	\$ (2,425.00)
SUBTOTAL: C. WATER WELL NO. 2					\$ 198,620.00
TOTAL BASE BID AMOUNT (Subtotals A. + B. + C.)					\$ 446,057.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
ADDITIVE ALTERNATE BID ITEMS					
WATER WELL NO. 1 ALTERNATES OR WATER WELL NO. 2 ALTERNATES					
1-A	10	HR	Contractor service rig, equipment & personnel rate, Complete, for time for additional work approved by the Owner for this project.	\$310.00	\$ 3,100.00
1-A	50	GALS	15% Hydrochloric Acid and specified additives for acid volume more or less than specified in Item No. B-7 or C-7, Complete as specified.	\$2.50	\$ 125.00
2-A	1	LS	Sound the depth of the gravel pack outside the top of the existing 9-inch blank liner, Complete as specified.	\$200.00	\$ 200.00
3-A	15	FT3	If needed and approved, add gravel pack outside the top of the existing 9-inch blank liner, Complete as specified.	\$15.00	\$ 225.00
4-A	4	HR	Perform specified, well specific capacity check test of well with the specified materials and equipment and provide written testing records and data, Complete as specified.	\$310.00	\$ 1,240.00
5-A	1	LS	Furnish, install and remove min. 1,000 gpm temporary test pump bowl, testing equipment and materials, Complete as specified.	\$21,000.00	\$ 21,000.00
6-A	8	HR	Perform specified, well pumping test with the temporary test pump bowl, equipment and materials and provide written testing records and data, Complete as specified.	\$310.00	\$ 2,480.00
SUBTOTAL: WATER WELL NO. 1 ALTERNATES OR WATER WELL NO. 2 ALTERNATES					\$ 28,370.00
WATER WELL NO. 1 ALTERNATES					
7-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-10 or C-10, Complete as specified	\$ 3,400.00	\$ 3,400.00
8-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-10 or C-10, Complete as specified	\$ 3,800.00	\$ 3,800.00
9-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	\$ 500.00	\$ 500.00
10-A	1	LS	Furnish and install new fabricated steel discharge head with 4 lifting lugs and correct discharge sized for well and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	\$ 9,800.00	\$ 9,800.00
11-A	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 3,000 gpm at 470 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 32,000.00	\$ 32,000.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12-A	1	LS	Furnish and install new 400 Hp, WP-I, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical connections, Complete as specified.	\$ 90,000.00	\$ 90,000.00
13-A	1	LS	Furnish and install new 500 Hp, WP-I, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical connections, Complete as specified.	\$ 100,000.00	\$ 100,000.00
14-A	1	LS	Furnish and install new 600 Hp, WP-I, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical connections, Complete as specified.	\$ 127,000.00	\$ 127,000.00
15-A	1	LS	Furnish and install a new lubricator with 7-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow-regulating valve, Complete as specified.	\$ 2,400.00	\$ 2,400.00
16-A	1	LS	Furnish and install a new immersion heater and thermostat in the existing lubricator, Complete as specified.	\$ 1,000.00	\$ 1,000.00
SUBTOTAL: WATER WELL NO. 1 ALTERNATES					\$ 369,900.00
WATER WELL NO. 2 ALTERNATES					
17-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. C-10, Complete as specified	\$ 3,400.00	\$ 3,400.00
18-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. C-10, Complete as specified	\$ 3,800.00	\$ 3,800.00
19-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	\$ 500.00	\$ 500.00
20-A	1	LS	Furnish and install new fabricated steel discharge head with 4 lifting lugs and correct discharge sized for well and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	\$ 9,800.00	\$ 9,800.00
21-A	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 3,000 gpm at 470 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 32,000.00	\$ 32,000.00
22-A	1	LS	Furnish and install new 400 Hp, WP-I, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical connections, Complete as specified.	\$ 90,000.00	\$ 90,000.00
23-A	1	LS	Furnish and install new 500 Hp, WP-I, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical connections, Complete as specified.	\$ 100,000.00	\$ 100,000.00
24-A	1	LS	Furnish and install a new lubricator with 7-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow-regulating valve, Complete as specified.	\$ 2,400.00	\$ 2,400.00
25-A	1	LS	Furnish and install a new immersion heater and thermostat in the existing lubricator, Complete as specified.	\$ 1,000.00	\$ 1,000.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
SUBTOTAL: WATER WELL NO. 2 ALTERNATES					\$ 242,900.00

EXHIBIT F
SCHEDULE OF VALUES

			ALSAY INC.			C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS											
A. GENERAL - WATER WELL NO. 1 & WATER WELL NO. 2											
A-1	1	LS	Water Well No 1. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	\$ 12,100.00	\$ 12,100.00	\$ 5,500.00	\$ 5,500.00	\$ 57,500.00	\$ 57,500.00	\$ 16,200.00	\$ 16,200.00
A-2	1	LS	Provide performance and payment bonds for Water Well No. 1 Rework.	\$ 9,790.00	\$ 9,790.00	\$ 8,800.00	\$ 8,800.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00
A-3	1	LS	Water Well No 2. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	\$ 12,100.00	\$ 12,100.00	\$ 5,500.00	\$ 5,500.00	\$ 57,500.00	\$ 57,500.00	\$ 16,200.00	\$ 16,200.00
A-4	1	LS	Provide performance and payment bonds for Water Well No. 2 Rework.	\$ 9,570.00	\$ 9,570.00	\$ 10,800.00	\$ 10,800.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00
SUBTOTAL: A. GENERAL				\$ 43,560.00		\$ 30,600.00		\$ 140,000.00		\$ 42,400.00	
B. WATER WELL NO. 1											
B-1	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly (500 feet) and pump bowl, and provide written inspection reports, Complete as specified	\$ 10,500.00	\$ 10,500.00	\$ 7,800.00	\$ 7,800.00	\$ 75,000.00	\$ 75,000.00	\$ 10,000.00	\$ 10,000.00
B-2	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	\$ 1,500.00	\$ 4,500.00	\$ 1,400.00	\$ 4,200.00	\$ 5,000.00	\$ 15,000.00	\$ 2,000.00	\$ 6,000.00
B-3	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak- proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00
B-4	40	HR	Perform mechanical cleaning (wire brushing) of the 9-inch well screens, 2,530 to 2,960 feet, 384 feet of screen, Complete as specified.	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00	\$ 700.00	\$ 28,000.00	\$ 215.00	\$ 8,600.00
B-5	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	\$ 300.00	\$ 9,000.00	\$ 285.00	\$ 8,550.00	\$ 700.00	\$ 21,000.00	\$ 230.00	\$ 6,900.00
B-6	1	LS	Perform chlorine treatment of 9-inch well screens by inserting and agitating chlorine into 9-inch screens, 2,530 to 2,960 feet, 384 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge, Complete as specified.	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
			ALSAY INC.			C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-7	1	LS	Perform acid treatment of 9-inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC- 21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-inch screen interval 2,530 to 2,960 feet, 384 feet of screen, 1,950 gallons of HCL acid at minimum 5.0 gallons per foot of 9- inch screen, Complete as specified.	\$ 20,500.00	\$ 20,500.00	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
B-8	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	\$ 300.00	\$ 9,000.00	\$ 250.00	\$ 7,500.00	\$ 700.00	\$ 21,000.00	\$ 230.00	\$ 6,900.00
B-9	1	LS	Perform sonar jetting of 9-inch screen interval 2,530 to 2,960 feet, Complete as specified.	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
B-10	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,900 gpm at 495 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 35,091.00	\$ 35,091.00	\$ 24,990.00	\$ 24,990.00	\$ 70,000.00	\$ 70,000.00	\$ 30,000.00	\$ 30,000.00
B-11	25	20-Foot Section	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 3,787.00	\$ 94,675.00	\$ 3,400.00	\$ 85,000.00	\$ 1,400.00	\$ 35,000.00	\$ 3,300.00	\$ 82,500.00
B-12	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,135.00	\$ 2,135.00	\$ 1,900.00	\$ 1,900.00	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00

B-13	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16- inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,576.00	\$ 2,576.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,700.00	\$ 2,700.00
B-14	1	LS	Furnish and install a new 2-3/16-inch x 3-1/2-inch tension bearing, nut and plate assembly, Complete as specified.	\$ 975.00	\$ 975.00	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,970.00	\$ 1,970.00
B-15	26	EA	Furnish new rubber tube stabilizer for 12- inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	\$ 21.00	\$ 546.00	\$ 20.00	\$ 520.00	\$ 70.00	\$ 1,820.00	\$ 18.00	\$ 468.00
B-16	520	FT	Furnish 1/4-inch stainless steel PVC- wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	\$ 3.00	\$ 1,560.00	\$ 2.00	\$ 1,040.00	\$ 30.00	\$ 15,600.00	\$ 2.20	\$ 1,144.00
B-17	520	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	\$ 1.00	\$ 520.00	\$ 2.20	\$ 1,144.00	\$ 6.00	\$ 3,120.00	\$ 2.75	\$ 1,430.00
B-18	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel discharge head, Complete as specified.	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-19	1	LS	Recondition the existing 500 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gill keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	\$ 29,500.00	\$ 29,500.00	\$ 22,500.00	\$ 22,500.00	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00
B-20	1	LS	Install permanent pump bowl at 520 feet, pump column assembly, airline, water- level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	\$ 10,500.00	\$ 10,500.00	\$ 8,700.00	\$ 8,700.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00
B-21	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	\$ 900.00	\$ 900.00	\$ 750.00	\$ 750.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00
B-22	1	LS	Perform well, pump and motor performance test with vibration test of the existing well pump to determine baseline pump performance and provide written report, Complete as specified	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 13,000.00	\$ 13,000.00	\$ 650.00	\$ 650.00
B-23	1	LS	Perform well, pump and motor performance test with vibration test on rehabilitated pump assembly and provide written report, Complete as specified.	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 13,000.00	\$ 13,000.00	\$ 900.00	\$ 900.00
B-24	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Provide pre-construction video of the site and adjacent properties, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 7,000.00	\$ 7,000.00	\$ 200.00	\$ 200.00
B-25	1	LS	Salvage value (credit) for the existing well pump and column assembly when replaced with new equipment	(\$ 100.00)	(\$ 100.00)	(\$ 1,000.00)	(\$ 1,000.00)	\$ 2,000.00	\$ 2,000.00	(\$ 2,425.00)	(\$ 2,425.00)
SUBTOTAL: B. WATER WELL NO. 1				\$ 285,628.00		\$ 237,694.00		\$ 484,540.00		\$ 205,037.00	
C. WATER WELL NO. 2											
C-1	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly (564 feet) and pump bowl, and provide written inspection reports, Complete as specified	\$ 10,500.00	\$ 10,500.00	\$ 7,800.00	\$ 7,800.00	\$ 75,000.00	\$ 75,000.00	\$ 10,000.00	\$ 10,000.00
C-2	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	\$ 1,500.00	\$ 4,500.00	\$ 1,400.00	\$ 4,200.00	\$ 5,000.00	\$ 15,000.00	\$ 2,000.00	\$ 6,000.00
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-3	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak- proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00
C-4	40	HR	Perform mechanical cleaning (wire brushing) of the 9-inch well screens, est. 2,500 to 2,965 feet, 390 feet of screen, Complete as specified.	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00	\$ 700.00	\$ 28,000.00	\$ 215.00	\$ 8,600.00
C-5	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	\$ 300.00	\$ 9,000.00	\$ 285.00	\$ 8,550.00	\$ 700.00	\$ 21,000.00	\$ 230.00	\$ 6,900.00

C-6	1	LS	Perform chlorine treatment of 9-inch well screens by inserting and agitating chlorine into 9-inch screens, est. 2,500 to 2,965 feet, 390 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge. Complete as specified.	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
C-7	1	LS	Perform acid treatment of 9-inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC- 21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-inch screen interval est. 2,500 to 2,965 feet, 390 feet of screen, 1,950 gallons of HCL acid at minimum 5.0 gallons per foot of 9- inch screen. Complete as specified.	\$ 20,500.00	\$ 20,500.00	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
C-8	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	\$ 300.00	\$ 9,000.00	\$ 250.00	\$ 7,500.00	\$ 700.00	\$ 21,000.00	\$ 230.00	\$ 6,900.00
C-9	1	LS	Perform sonar jetting of 9-inch screen interval est. 2,500 to 2,965 feet, Complete as specified.	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
C-10	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,700 gpm at 455 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 35,091.00	\$ 35,091.00	\$ 22,300.00	\$ 22,300.00	\$ 70,000.00	\$ 70,000.00	\$ 30,000.00	\$ 30,000.00
C-11	24	20-Foot Section	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 3,787.00	\$ 90,888.00	\$ 3,400.00	\$ 81,600.00	\$ 1,400.00	\$ 33,600.00	\$ 3,300.00	\$ 79,200.00
C-12	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,135.00	\$ 2,135.00	\$ 1,900.00	\$ 1,900.00	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00
C-13	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16- inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,576.00	\$ 2,576.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,700.00	\$ 2,700.00
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-14	1	LS	Furnish and install a new 2-3/16-inch x 3- 1/2-inch tension bearing, nut and plate assembly, Complete as specified.	\$ 975.00	\$ 975.00	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,970.00	\$ 1,970.00
C-15	25	EA	Furnish new rubber tube stabilizer for 12- inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	\$ 21.00	\$ 525.00	\$ 20.00	\$ 500.00	\$ 70.00	\$ 1,750.00	\$ 18.00	\$ 450.00
C-16	500	FT	Furnish 1/4-inch stainless steel PVC- wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	\$ 3.00	\$ 1,500.00	\$ 2.00	\$ 1,000.00	\$ 30.00	\$ 15,000.00	\$ 2.20	\$ 1,100.00
C-17	500	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	\$ 1.00	\$ 500.00	\$ 2.20	\$ 1,100.00	\$ 6.00	\$ 3,000.00	\$ 2.75	\$ 1,375.00
C-18	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel discharge head, Complete as specified.	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
C-19	1	LS	Recondition the existing 400 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gib keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	\$ 26,000.00	\$ 26,000.00	\$ 19,570.00	\$ 19,570.00	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00
C-20	1	LS	Install permanent pump bowl at 520 feet, pump column assembly, airline, water- level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	\$ 10,500.00	\$ 10,500.00	\$ 8,700.00	\$ 8,700.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00
C-21	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	\$ 900.00	\$ 900.00	\$ 750.00	\$ 750.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00
C-22	1	LS	Perform well, pump and motor performance test with vibration test of the existing well pump to determine baseline pump performance and provide written report, Complete as specified	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 13,000.00	\$ 13,000.00	\$ 650.00	\$ 650.00
C-23	1	LS	Perform well, pump and motor performance test with vibration test and provide written report, Complete as specified.	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 13,000.00	\$ 13,000.00	\$ 900.00	\$ 900.00

C-24	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Provide pre-construction video of the site and adjacent properties, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 7,000.00	\$ 7,000.00	\$ 200.00	\$ 200.00
C-25	1	LS	Salvage value (credit) for the existing well pump and column assembly when replaced with new equipment	(\$ 100.00)	(\$ 100.00)	(\$ 1,000.00)	(\$ 1,000.00)	\$ 2,000.00	\$ 2,000.00	(\$ 2,425.00)	(\$ 2,425.00)
SUBTOTAL: C. WATER WELL NO. 2				\$ 278,240.00		\$ 228,520.00		\$ 482,350.00		\$ 198,620.00	
TOTAL BASE BID AMOUNT (Subtotals A. + B. + C.)				\$ 607,428.00		\$ 496,814.00		\$ 1,106,890.00		\$ 446,057.00	
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ADDITIVE ALTERNATE BID ITEMS											
WATER WELL NO. 1 ALTERNATES OR WATER WELL NO. 2 ALTERNATES											
1-A	10	HR	Contractor service rig, equipment & personnel rate, Complete, for time for additional work approved by the Owner for this project.	\$300.00	\$3,000.00	\$275.00	\$2,750.00	\$1,500.00	\$15,000.00	\$310.00	\$3,100.00
1-A	50	GALS	15% Hydrochloric Acid and specified additives for acid volume more or less than specified in Item No. B-7 or C-7, Complete as specified.	\$6.00	\$300.00	\$6.50	\$325.00	\$5.00	\$250.00	\$2.50	\$125.00
2-A	1	LS	Sound the depth of the gravel pack outside the top of the existing 9-inch blank liner, Complete as specified.	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$200.00	\$200.00
3-A	15	FT3	If needed and approved, add gravel pack outside the top of the existing 9-inch blank liner, Complete as specified.	\$10.00	\$150.00	\$50.00	\$750.00	\$1,000.00	\$15,000.00	\$15.00	\$225.00
4-A	4	HR	Perform specified, well specific capacity check test of well with the specified materials and equipment and provide written testing records and data, Complete as specified.	\$2,500.00	\$10,000.00	\$300.00	\$1,200.00	\$1,000.00	\$4,000.00	\$310.00	\$1,240.00
5-A	1	LS	Furnish, install and remove min. 1,000 gpm temporary test pump bowl, testing equipment and materials, Complete as specified.	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$35,000.00	\$35,000.00	\$21,000.00	\$21,000.00
6-A	8	HR	Perform specified, well pumping test with the temporary test pump bowl, equipment and materials and provide written testing records and data, Complete as specified.	\$150.00	\$1,200.00	\$250.00	\$2,000.00	\$1,000.00	\$8,000.00	\$310.00	\$2,480.00
SUBTOTAL: WATER WELL NO. 1 ALTERNATES OR WATER WELL NO. 2 ALTERNATES				\$35,150.00		\$17,025.00		\$77,500.00		\$28,370.00	
WATER WELL NO. 1 ALTERNATES											
7-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-10 or C-10, Complete as specified	\$ 5,280.00	\$ 5,280.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,400.00	\$ 3,400.00
8-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-10 or C-10, Complete as specified	\$ 6,220.00	\$ 6,220.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,800.00	\$ 3,800.00
9-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
10-A	1	LS	Furnish and install new fabricated steel discharge head with 4 lifting lugs and correct discharge sized for well and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	\$ 12,500.00	\$ 12,500.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00	\$ 9,800.00	\$ 9,800.00
11-A	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 3,000 gpm at 470 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 39,520.00	\$ 39,520.00	\$ 22,300.00	\$ 22,300.00	\$ 52,500.00	\$ 52,500.00	\$ 32,000.00	\$ 32,000.00
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
12-A	1	LS	Furnish and install new 400 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gb keys, and any necessary electrical connections, Complete as specified.	\$ 80,500.00	\$ 80,500.00	\$ 74,800.00	\$ 74,800.00	\$ 128,500.00	\$ 128,500.00	\$ 90,000.00	\$ 90,000.00
13-A	1	LS	Furnish and install new 500 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gb keys, and any necessary electrical connections, Complete as specified.	\$ 92,000.00	\$ 92,000.00	\$ 77,900.00	\$ 77,900.00	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00
14-A	1	LS	Furnish and install new 600 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gb keys, and any necessary electrical connections, Complete as specified.	\$ 117,500.00	\$ 117,500.00	\$ 84,500.00	\$ 84,500.00	\$ 206,000.00	\$ 206,000.00	\$ 127,000.00	\$ 127,000.00
15-A	1	LS	Furnish and install a new lubricator with 7-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow- regulating valve, Complete as specified.	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00

16-A	1	LS	Furnish and install a new immersion heater and thermostat in the existing lubricator, Complete as specified.	\$ 975.00	\$ 975.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
SUBTOTAL: WATER WELL NO. 1 ALTERNATES					\$ 359,895.00	\$ 282,000.00		\$ 586,500.00		\$ 369,900.00	
WATER WELL NO. 2 ALTERNATES											
17-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. C-10, Complete as specified	\$ 4,218.00	\$ 4,218.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,400.00	\$ 3,400.00
18-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. C-10, Complete as specified	\$ 4,956.00	\$ 4,956.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,800.00	\$ 3,800.00
19-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
20-A	1	LS	Furnish and install new fabricated steel discharge head with 4 lifting lugs and correct discharge sized for well and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	\$ 14,500.00	\$ 14,500.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00	\$ 9,800.00	\$ 9,800.00
21-A	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 3,000 gpm at 470 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified.	\$ 39,520.00	\$ 39,520.00	\$ 22,300.00	\$ 22,300.00	\$ 85,000.00	\$ 85,000.00	\$ 32,000.00	\$ 32,000.00
22-A	1	LS	Furnish and install new 400 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gkb keys, and any necessary electrical connections, Complete as specified.	\$ 80,500.00	\$ 80,500.00	\$ 74,800.00	\$ 74,800.00	\$ 140,000.00	\$ 140,000.00	\$ 90,000.00	\$ 90,000.00
				ALSAY INC.		C & C WATER SERVICES		HYDRO RESOURCES		WEISINGER	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
23-A	1	LS	Furnish and install new 500 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric motor with new combination motor drive shaft and new head shaft nut and gkb keys, and any necessary electrical connections, Complete as specified.	\$ 92,000.00	\$ 92,000.00	\$ 77,900.00	\$ 77,900.00	\$ 175,000.00	\$ 175,000.00	\$ 100,000.00	\$ 100,000.00
24-A	1	LS	Furnish and install a new lubricator with 7-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow- regulating valve, Complete as specified.	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,400.00	\$ 2,400.00
25-A	1	LS	Furnish and install a new immersion heater and thermostat in the existing lubricator, Complete as specified.	\$ 975.00	\$ 975.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
SUBTOTAL: WATER WELL NO. 2 ALTERNATES				\$	242,069.00	\$ 197,500.00		\$ 478,000.00		\$ 242,900.00	
Acknowledgment of Addendums 1				Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y	
Certification				Y		Y		Y		Y	
Notes								Calculation Errors, Highlighted amounts are adjusted correctly.			

Project Location Map

Rehabilitation of Water Wells 1 & 2

Legend

 Wells

Streets

 FSC

 PRINCIPAL ARTERIAL

 OVERPASS

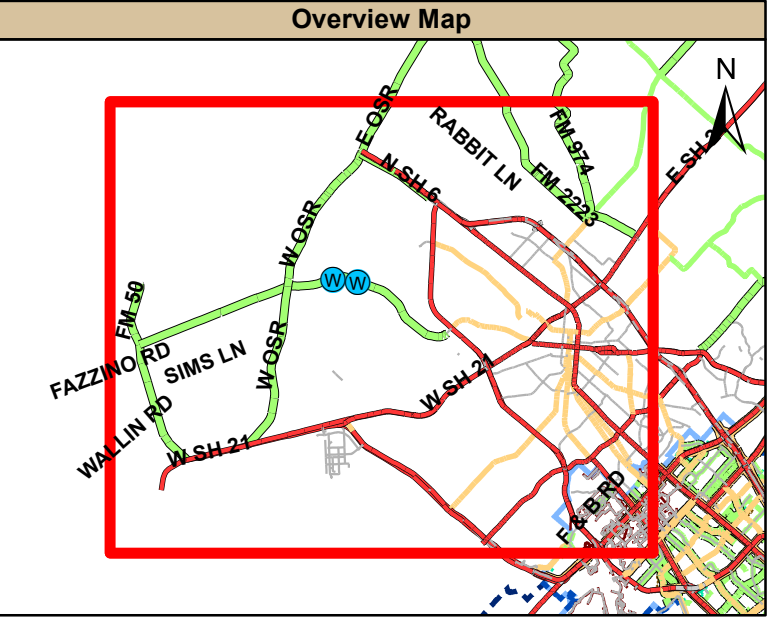
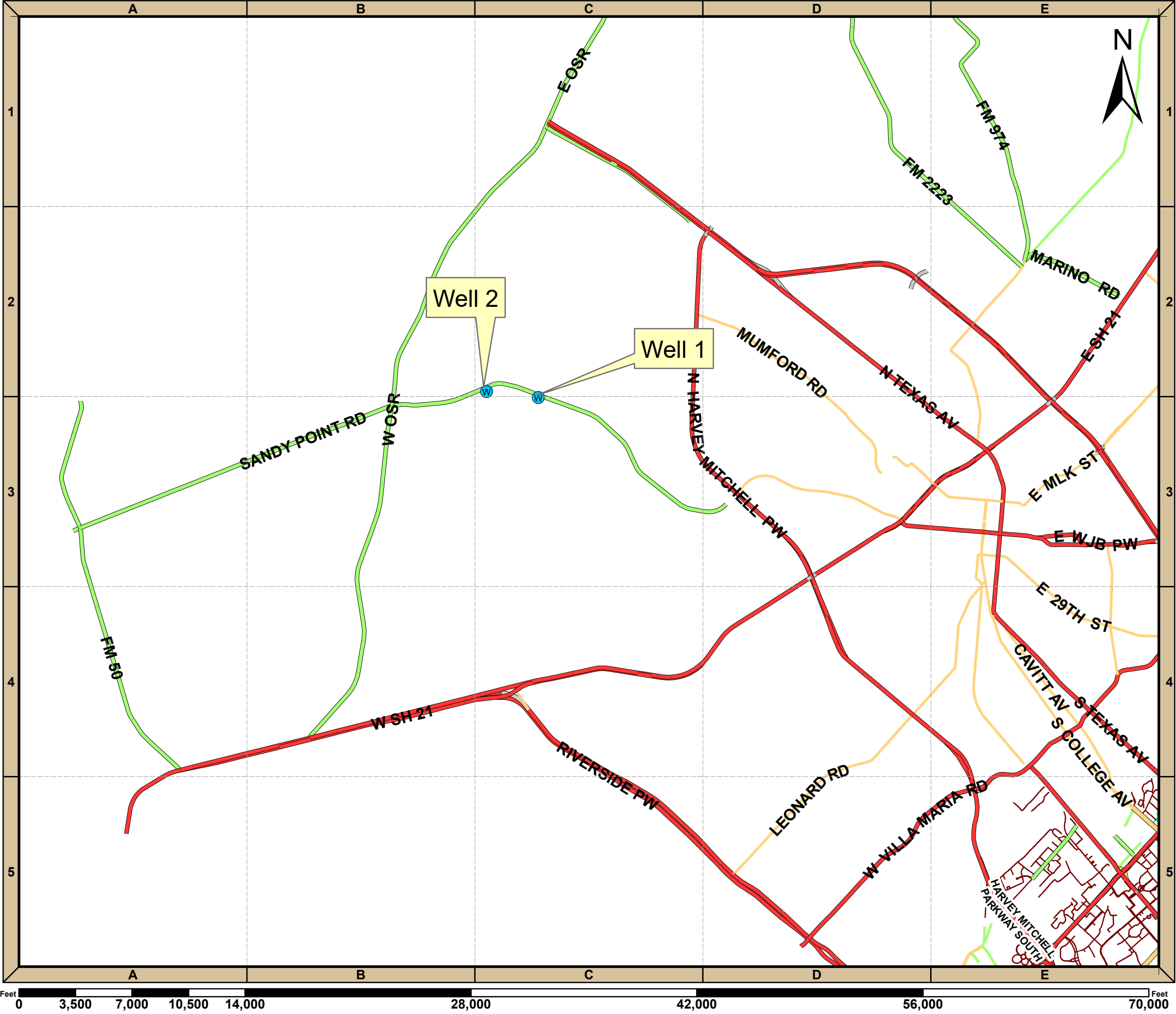
 FREEWAY

 MAJOR COLLECTOR

 MINOR ARTERIAL

 MINOR COLLECTOR

 TAMU



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.

January 13, 2022

Item No. 7.6.

Presentation and discussion of the purchase of replacement host servers

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding purchasing upgraded replacement host servers from Avinext for \$175,559.60.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the purchase

Summary: As part of the normal replacement cycle, five host servers will need to be purchased. Each host server has a life span of 5 years. These host servers will replace the current host servers which are due for an upgrade. The total cost of all hardware is \$175,559.60 which are all one-time costs.

Budget & Financial Summary: Funds for this purchase have been approved through IT Replacement Budget.

Attachments:

1. DL360 G10 x 5 Hosts - discounted



AV SAVVY. NETWORK SMART.

Formerly MicroAge College Station

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone (979)846-9727 Fax (979)268-1017
www.Avinext.com

Here is the quote you requested.

Quotation

Quote #	Date
196879-C	01/06/22
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@avinext.com	

For	Phones			
Dan Merkel City of College Station 310 Krenek Tap Road College Station, TX 77842 United States	(979) 764-3498			
	PO #	Terms	Ship Date	Ship Via
	22201204-00	Net 30 days	2/4/2022	Avinext

	Part	Description	Qty	Price	Ext. Price
1	867959-B21	HPE ProLiant DL360 Gen10 8SFF Configure-to-order Server	5	\$1,464.00	\$7,320.00
2	P02649-L21	Intel Xeon-G 6254 FIO Kit for DL360 G10	5	\$4,499.00	\$22,495.00
3	P02649-B21	HPE DL360 GEN10 XEON-G 6254 KIT	5	\$4,499.00	\$22,495.00
4	P00924-B21	HPE 32GB 2RX4 PC4-2933Y-R SMART KIT	80	\$1,076.00	\$86,080.00
5	868000-B21	DL360 GEN10 8SFF DP/USB/ODD BLNK KIT PL=SY	5	\$53.00	\$265.00
6	872475-B21	300GB SAS 10K SFF SC DS HDD NO DEAL REG PRICING PL=SI	15	\$208.00	\$3,120.00
7	726537-B21	9.5MM SATA DVD-RW JB GEN9 KIT PL=SY	5	\$95.00	\$475.00
8	727055-B21	HPE ETHERNET 10GB 2-PORT 562SFP+ ADPTR	5	\$566.00	\$2,830.00
9	P01366-B21	96W SMART STORAGE BATTERY 145MM CBL PL CODE -SH	5	\$113.00	\$565.00
10	804331-B21	SMART ARRAY P408i-A SR GEN10 CTRLR PL=SI	5	\$541.00	\$2,705.00
11	727054-B21	HPE ETHERNET 10GB 2-PORT 562FLR-SFP+ADPT	5	\$617.00	\$3,085.00
12	871244-B21	DL360 GEN10 HIGH PERF FAN KIT PL=SY	5	\$337.00	\$1,685.00
13	865414-B21	800W FS PLAT HT PLG LH PWR SPLY KIT PL=SI	10	\$294.00	\$2,940.00
14	BD505A	ILO ADVANCED 1SVR LICS W/3YR 24X7 TECH SUP UPDATE PL=4U	5	\$290.00	\$1,450.00
15	867998-B21	1U GEN10 BEZEL KIT PL=SY	5	\$47.00	\$235.00
16	874543-B21	1U GEN10 SFF EASY INSTALL RAIL KIT PL=SI	5	\$79.00	\$395.00
17	HU4A6A5	HPE 5Y Tech Care Essential SVC	5	\$0.00	\$0.00
18	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	5	\$49.58	\$247.90
19	HU4A6A5#WAG	HPE DL360 Gen10 Support	5	\$3,434.34	\$17,171.70
20	COMHPEDIR2	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	\$0.00	\$0.00
21					
22		Additional Discount beyond DIR price of \$14046.05			

	Part	Description	Qty	Price	Ext. Price
				SubTotal	\$175,559.60
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$175,559.60

Please contact me if I can be of further assistance.

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

January 13, 2022

Item No. 7.7.

Presentation, discussion, and possible action regarding the renewal of an existing contract between the City of College Station and Xpedient Mail in the amount of \$210,000.00.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the renewal of an existing contract between the City of College Station and Xpedient Mail in the amount of \$210,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the second and final contract renewal with Xpedient Mail.

Summary: October 2019, a formal request for proposal process was conducted to select a vendor to provide utility bill printing and mailing services. Xpedient Mail was selected out of the nine (9) responses received and a contract was approved by City Council on January 23, 2020. Xpedient Mail performed satisfactorily during the initial and first contract renewal terms and is not requesting an increase to unit prices; therefore, it would be in the City's best interest to renew the contract for another one (1) year term in accordance with the original contract terms, conditions and pricing. This is the second of two (2) possible one-year renewal options. Services to be provided include designing, printing, sorting, mailing, and e-mailing utility bills and related documents to residential and commercial customers of the City. The City is encouraging direct deposit by bank draft and electronic delivery of utility bills via email. Direct deposit by bank draft decreases the additional cost to provide return envelopes. eBills (PDF image) are sent via email to customers who elect to receive utility bills electronically and is the most cost-effective method for distributing utility bills to customers compared to traditional mailing.

Budget & Financial Summary: Actual expenses will depend upon the volume of utility bills, late notices and inserts that are produced and mailed to customers as well as the volume of eBills sent to customers via email. Funds are budgeted and available in the Utility Customer Service and Public Communications budgets.

Attachments:

1. 20300200R2



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

RENEWAL 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 20300200 for Utility Bill Printing and Mailing Services in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00).

I understand this renewal term will be for the period beginning January 24, 2022 through January 23, 2023. This is the second and final renewal option available.

XPEDIENT MAIL

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Asst. City Manager/CFO

Date: _____

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842

TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2021

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 BXS Insurance 3310 N. University Drive Nacogdoches TX 75965		CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 E-MAIL: cis@bxsi.com ADDRESS:		FAX (A/C, No):
INSURED Sunbelt Business Graphics, Inc Xpedient Mail 2115 W. Briargate Drive Bryan TX 77802		License#: PC-1092395 SUNBBUS-03		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: American Casualty Company of Reading, PA INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 20443 20427		

COVERAGES **CERTIFICATE NUMBER:** 1330852801 **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:			5094926903	1/1/2021	1/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5094910264	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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/A	5094967385	2/9/2021	2/9/2022	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of College Station, its officials, employees and volunteers, are named as Additional Insureds with a Waiver of Subrogation under the General Liability and Auto Liability policies. General Liability and Auto Liability policies are primary and non-contributory. Workers Compensation includes waiver of subrogation in favor of certificate holder when required by written contract but in no event shall coverage exceed the limits, terms or conditions of the policy. 30 Day Notice of Cancellation is provided when required by Written Contract except in the event of cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842-0973	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2021

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 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 W. E. Gibson Agency, Inc. 329 E. Washington Ave. P. O. Box 72 Navasota TX 77868	CONTACT NAME: Glenna Prentice PHONE (A/C, No, Ext): 936 727-2301 E-MAIL ADDRESS: gprentice@wegibson.com	FAX (A/C, No): 979 704-6006
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : HSB Specialty Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 32716738**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			660355902	12/17/2020	12/17/2021	\$2,000,000 \$2,500 Aggregate Retention

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

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Attn: Risk Management
PO Box 9960
College Station TX 77842-0973

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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January 13, 2022
Item No. 7.8.
Vehicle Exhaust Removal Systems

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: Budget and Finance Committee

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Air Cleaning Technologies, Inc for vehicle exhaust removal systems not to exceed \$185,423.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of Contract 22300136 with Air Cleaning Technologies, Inc for Vehicle Exhaust Removal Systems at Fire Stations 3, 5, and 6.

Summary: The City of College Station Fire Department has six (6) fire stations that provide fire protection and emergency medical services to the citizens and visitors of College Station and the Brazos Valley. Three (3) stations currently have Plymovent vehicle exhaust systems installed and it is the City's intent to contract with Air Cleaning Technologies, Inc to install Plymovent systems in the remaining three (3) stations. Plymovent systems extract vehicle exhaust fumes and particulates that would otherwise contaminate fire stations, fire equipment, and firefighters.

This contract is for the purchase and installation of Plymovent vehicle exhaust removal systems at three (3) City fire stations other services as described in the contract. Air Cleaning Technologies, Inc shall furnish all labor, services, materials, tools, and equipment necessary to put into working operation a complete turnkey system that will ventilate diesel and gasoline exhaust from the vehicle's tailpipes to the outside of the fire stations. All necessary controls, motors, fittings, ductwork, blowers, tailpipe modifications, labor and all other equipment and materials specified shall be part of the work.

Budget & Financial Summary: Funding for Fire Stations #3 and #5 were approved in a FY22 SLA for \$95,000. CMO requested Station #6 be added to complete all stations. A solicitation of bids was done, and a single bid was received. The remaining funds will be transferred over in Budget Amendment #1 to complete the project.

Attachments:

1. 22300136 Air Cleaning Technologies, Inc



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300136 PROJECT#: _____ BID/RFP/RFQ#: 22-021

Project Name / Contract Description: Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5, and #6

Name of Contractor: Air Cleaning Technologies, Inc.

CONTRACT TOTAL VALUE: \$ 185,423.00

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 #** _____ ☐ **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 for Fire Stations #3 and #5 were approved in a FY22 SLA for \$95,000. CMO requested Station #6 be added to complete all stations.

A solicitation of bids was done and a single bid was received. The remaining funds will be transferred over in Budget Amendment #1 to

complete the project. Funding Account: 10010420-5799

(If required)*

CRC Approval Date*: _____ **Council Approval Date*:** 1/13/22 **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **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 Air Cleaning Technologies, Inc. (the "Contractor") for the construction and/or installation of the following:
Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5, and #6; as formally described in ITB 22-021

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 Eighty-Five Thousand Four Hundred Twenty-Three and 00 /100 Dollars (\$ 185,423.00).

1.06 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 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 Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 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 Sections 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 Sections 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 Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection 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 Section 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 Section 16.9(a) and (2) changes in the Contractor's costs under Section 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 Section.

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 Section 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 other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) 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 Section.

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 Section 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 Section 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 Section 1.10. 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 such 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 Section 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 Section 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 Section 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 00 /**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 (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), 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 under warranty as set forth in this Section 25, 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 Section 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 Sections 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 Sections (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 Section 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 1.12 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 Section 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 Section 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.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 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 Section 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. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and 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;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies 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

AIR CLEANING TECHNOLOGIES, INC.

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20210234 07/09/2021

Superseded General Decision Number: TX20200234

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	03/12/2021
2	07/09/2021

BOIL0074-003 01/01/2017

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

ELEV0031-003 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.48	36.365

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 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(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.....	\$ 32.35	13.10

IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

PLUM0068-002 10/01/2020

	Rates	Fringes
PLUMBER.....	\$ 36.15	11.88

* PLUM0211-002 04/01/2021

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 35.68	12.46

* PLUM0286-011 06/07/2021

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 32.05	14.92

SHEE0054-002 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.70	13.85

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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors 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, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

PERFORMANCE BOND

Bond No. _____

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, Air Cleaning Technologies, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as 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 Eighty-Five Thousand Four Hundred Twenty-Three and 00 /100 Dollars (\$ 185,423.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5, and #6;
as formally described in ITB 22-021 _____,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

Contract No. 22300136

Construction Agreement Over \$50,000

Form 07-22-2021

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. _____

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

Air Cleaning Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: 1/13/22 _____

Date: 1/13/22 _____

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

(Address of Surety for Notice)

Title: _____

Date: 1/13/22 _____

By: _____

Name: _____

Title: _____

Date: 1/13/22 _____

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. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Air Cleaning Technologies, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, 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 Eighty-Five Thousand Four Hundred Twenty-Three and 00 /100 Dollars (\$ 185,423.00) 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 13 day of January, 20 22, for Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5, and as formally described in ITB 22-021 _____, 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. _____

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

Air Cleaning Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: 1/13/22 _____

Date: 1/13/22 _____

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: 1/13/22 _____

By: _____

Name: _____

Title: _____

Date: 1/13/22 _____

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.

Contract No. **22300136**
Construction Agreement Over \$50,000
Form 07-22-2021

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
PLANS AND SPECIFICATIONS

Per All Specifications, Plans and Drawings as formally described in ITB 22-021 - Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5, and #6.

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES



MEMO

Date: December 21, 2021

To: The City of College Station

From: Patrick Smith
Executive Vice President

Re: Addendum to the Original Vehicle Exhaust Bid

The intent of this addendum to the original bid submitted by Air Cleaning Technologies, Inc., in response to ITB 22-021, is to offer reduced unit bid pricing to the City of College Station. This pricing is offered in accordance with all terms and conditions, and specifications contained in ITB 22-021.

CONTRACTOR'S PROPOSAL

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	3	EA	Provide and Install Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #3 1900 Barron Road	\$ 14,633.33	\$ 43,900.00
<i>Subtotal:</i>					\$ 43,900.00
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	4	EA	Provide and Install Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #5 1601 William D. Fitch Parkway	\$ 13,475.00	\$ 53,900.00
<i>Subtotal:</i>					\$ 53,900.00
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	4	EA	Provide and Install of Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #6 610 University Drive East	\$ 20,775.00	\$ 83,100.00
<i>Subtotal:</i>					\$ 83,100.00

If Performance & Payment Bond Required ADD \$ 4,523.00

Total Base Bid \$ 185,423.00

Specify: Mfg. and part number(s) of Plymovent "Or Equal" proposed system:

Station #3 (3) Plymovent MRP-201-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

Station #5 (3) Plymovent MRP-201-B, (1) Plymovent VSR-201-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

Station #6 (2) Plymovent MRP-1001-D, (2) Plymovent SBT-21-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

TOTAL number of calendar days to substantial completion: 120

Number of Addenda is hereby acknowledged: -0-

The following must be included in sealed bid packages:

- Alternate (or Equal) bids shall include documentation as to quality and function, including manufacturers' specifications, to demonstrate the proposed alternate is equal to the specified system
- A current ISO certificate must be included in the bid package from the manufacturer of the system.
- Five (5) percent bid security

CONTRACTOR'S PROPOSAL

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	3	EA	Provide and Install Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #3 1900 Barron Road	\$ 15,500.00	\$ 46,500.00
<i>Subtotal:</i>					\$ 46,500.00
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	4	EA	Provide and Install Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #5 1601 William D. Fitch Parkway	\$ 14,225.00	\$ 56,900.00
<i>Subtotal:</i>					\$ 56,900.00
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	4	EA	Provide and Install of Vehicle Exhaust Removal Systems (Plymovent "Or Equal") at Fire Station #6 610 University Drive East	\$ 24,225.00	\$ 96,900.00
<i>Subtotal:</i>					\$ 96,900.00
Total Base Bid					\$ 200,300.00
If Performance & Payment Bond Required ADD					\$ 5,007.50

Specify: Mfg. and part number(s) of Plymovent "Or Equal" proposed system:

Station #3 (3) Plymovent MRP-201-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

Station #5 (3) Plymovent MRP-201-B, (1) Plymovent VSR-201-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

Station #6 (2) Plymovent MRP-1001-D, (2) Plymovent SBT-21-B, (1) TEV559-60 Fan, (1) OS-3 Control Panel

TOTAL number of calendar days to substantial completion: 120

Number of Addenda is hereby acknowledged: -0-

The following must be included in sealed bid packages:

- Alternate (or Equal) bids shall include documentation as to quality and function, including manufacturers' specifications, to demonstrate the proposed alternate is equal to the specified system
- A current ISO certificate must be included in the bid package from the manufacturer of the system.
- Five (5) percent bid security



DATE: NOVEMBER 26, 2021

TO: CITY OF COLLEGE STATION – PURCHASING DIVISION
1101 TEXAS AVENUE, SUITE 201
COLLEGE STATION, TEXAS 77840

FROM: PATRICK SMITH
EXECUTIVE VICE PRESIDENT

AIR CLEANING TECHNOLOGIES, INC.
PLYMOVENT VEHICLE EXHAUST REMOVAL SYSTEMS
1300 WEST DETROIT STREET
BROKEN ARROW, OKLAHOMA 74012

PHONE: 800-351-1858 / 918-251-8000
CELL: 918-829-1767
FAX: 918-251-4977

E-MAIL: psmith@aircleaningtech.com

RE: SEALED BID – BID NUMBER 22-021
CITY OF COLLEGE STATION PURCHASING DIVISION
INSTALLATION OF VEHICLE EXHAUST REMOVAL SYSTEMS
AT FIRE STATIONS #3, #5 AND #6

- BID DUE: TUESDAY, NOVEMBER 30, 2021 @ 2:00 PM
- IN ACCORDANCE WITH BID SPECIFICATIONS FOR VEHICLE EXHAUST REMOVAL SYSTEM
- ACKNOWLEDGMENT - NO ADDENDUM
- BID IS A TURNKEY PROJECT PRICE



Air Cleaning Technologies, Inc. is pleased to provide the following **Turnkey Project Bid** for all materials and labor for the installation of the *Plymovent* Vehicle Exhaust Removal System for the **CITY OF COLLEGE STATION FIRE STATIONS #3, #5 AND #6.**

**A. INCLUSION FOR SCOPE OF WORK: COLLEGE STATION FIRE DEPARTMENT
FIRE STATIONS #3, #5 AND #6**

STATION #3

- (3) *Plymovent* 20' Mini Rail Profile System, Model MRP-201-B, For Back-in Utilization with Magnetic Grabbers
- (1) *Plymovent* 5 HP / 3 Phase 208-230V, Model TEV 559-60 Fan
- (1) *Plymovent* Control Panel with Motor Starter, Model OS-3 and NEMA Safety Disconnects

FIRE STATION #3	\$ 46,500.00
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STATION #5

- (3) *Plymovent* 20' Mini Rail Profile System, Model MRP-201-B, For Back-in Utilization with Magnetic Grabbers
- (1) *Plymovent* 20' Vertical Stack Rail, Model VSR-201-B, For Back-in Utilization
- (1) *Plymovent* 5 HP / 3 Phase 208-230V, Model TEV 559-60 Fan
- (1) *Plymovent* Control Panel with Motor Starter, Model OS-3 and NEMA Safety Disconnects

FIRE STATION #5	\$ 56,900.00
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STATION #6

- (2) *Plymovent* 100' Mini Rail Profile System, MRP-1001-D, For Drive-thru Utilization with Magnetic Grabbers
- (2) *Plymovent* 20' Sliding Balancer Tracks, Model SBT-21-B, For Back-in Utilization with Magnetic Grabbers
- (1) *Plymovent* 5 HP / 3 Phase 208-230V, Model TEV 559-60 Fan
- (1) *Plymovent* Control Panel with Motor Starter, Model OS-3 and NEMA Safety Disconnects

FIRE STATION #6	\$ 96,900.00
-----------------	--------------

INCLUDED IN SCOPE OF WORK FOR EACH STATION:

- Firefighter Training
- Wireless Start System.
- System Start-up and Testing.
- Lot of Clamping Galvanized Duct.
- Includes Standard Tailpipe Adapters.
- Professional Core Drilling, if applicable.
- 5-Year Material and Workmanship Warranty.
- Electrical Wiring and Conduit by Licensed Electrical Sub-Contractor.
- All Materials and Labor for Complete Mechanical Systems Installation in Accordance with the International Mechanical Code and Specifications.
- All workmanship, manufacturing procedures, airflow design and materials are Performance Guaranteed.



EXCLUDED FROM SCOPE OF WORK:

- Seismic Engineering/Strapping.
- PE Stamped Structural Drawings..
- Assumes Adequate Power available for System Addition.
- Paint and Primer for Duct and Structural Supports, if applicable.
- Roof Penetration, Roof Seal and Roof Curb(s) to be provided by others, if applicable.

TOTAL TURNKEY PROJECT BID FOR CITY OF COLLEGE STATION FIRE STATIONS #3, #5 AND #6	\$ 200,300.00*
*If Performance and Payment Bonds Required Add:	ADD \$ 5,007.50

A handwritten signature in blue ink that reads "Patrick Smith".

Patrick Smith

November 26, 2021

Date

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: Air Cleaning Technologies, Inc.

Company Years in Business: 41 Years

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
College Station Sta. #1, 2 & 4	City of College Station	\$ 184,979.00	Track/Rail	2020
El Paso Station #5 & 37	City of El Paso	\$ 217,300.00	Rails	2020
Houston 30 Stations	City of Houston	\$ 1,580,000.00	Track/Rail/VSR	2020
Houston 15 Stations	City of Houston	\$ 740,450.00	Track/Rail	2019
Rockwall Sta. #1,2,3 & 4	City of Rockwall	\$ 201,800.00	Track/Rail	2020
Texarkana Sta. #1, 2, 3, 4, 5	City of Texarkana, AR	\$ 191,500.00	Track/Rail	2020

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Patrick Smith	26 Years	Fire and Industrial Projects

Project Manager	Years Experience	Projects
James Rice	20 Years	College Station, Texarkana, Austin
Ed Richards	9 Years	Houston , El Paso, Rockwall, San Antonio

References: Name 10 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. See Attached

2.

3.

4.

5.



REFERENCE LIST

MAGNETIC GRABBER INSTALLATIONS

PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS

	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
1.	Abilene Fire Department 250 Grape Street Abilene, Texas 79601-5607 Captain Randall Scalf (325) 676-6676	9	10.	Bentonville Police Department – Bomb Unit 908 SE 14 th Street Bentonville, Arkansas 72712 Sgt Russell Hinds (479) 271-3173	1
2.	Addison Fire Department Town of Addison, General Services 16801 Westgrove Drive Addison, Texas 75001 Ms. Ashlee Powell (972) 450-2894	2	11.	Bethel Heights Fire Department 675 Sunrise Drive Bethel Heights, Arkansas 72764 Chief Michael Morris (479) 751-1757	1
3.	Allen Fire - Rescue 310 Century Parkway Allen, Texas 75013 Assistant Chief Richard Vaughn (214) 509-4405	4	12.	Blackwell Fire Department 224 West Blackwell Ave Blackwell, Oklahoma 74631 Chief Cory Hanebrink (580) 363-5490 Ext 37	1
4.	Austin Fire Department 4201 Ed Bluestein Blvd. Austin, Texas 78721 Battalion Chief Peter Teliha (512) 974-0113	36	13.	Boerne Fire Department 726 North Main Boerne, Texas 78006 Chief Ray Hacker (830) 249-3644	1
5.	Austin-Travis County EMS 15 Waller Street Austin, Texas 78702 Commander Rick Rutledge (512) 940-3794	35	14.	Broken Arrow Fire Department (Tulsa Metro) 120 West Kenosha Broken Arrow, Oklahoma 74012 Ext. 6355 Chief Jeremy Moore (918) 259-8360	6
6.	Bartlesville Fire Department 601 South Johnstone Bartlesville, Oklahoma 74003 Chief John Banks (918) 338-4098	5	15.	Brownsville Fire Department 1150 East Adams Street, 2 nd Floor Brownsville, Texas 78520 Chief Jarett Sheldon (956) 546-3195	9
7.	Bedford Fire Department 1816 Bedford Road Bedford, Texas 76021 Deputy Chief James Richardson (817) 952-2500	3	16.	Bryant Fire Department 312 Roya Lane Bryant, Arkansas 72022 Chief J. P. Jordan (501) 943-0943	3
8.	Bella Vista Fire - EMS 103 Town Center Bella Vista, Arkansas 72714 Chief Steve Sims (479) 855-8248	4	17.	Camp J.T. Robinson Fire Department Arkansas State Military Department 7200 Arkansas Avenue North Little Rock, Arkansas 72199-9600 Chief Stanley Crisp (501) 212-5283	2
9.	Bentonville Fire Department 800 SW A Street Bentonville, Arkansas 72712 Chief Brent Boydston (479) 271-3151	7	18.	Carrollton Fire Rescue (Dallas Metro) 1111 West Belt Line Road, # 100 Carrollton, Texas 75006 Chief Gregg Salmi (972) 466-3070	8



REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS

	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
19.	Claremore Fire Department 104 South Muskogee Avenue Claremore, Oklahoma 74017 Battalion Chief Ken Willhoite Ext.195 (918) 341-1477	4	28.	Farmers Branch Fire Department 13333 Hutton Drive Farmers Branch, Texas 75234-9241 Deputy Chief David Latimer (972) 919-2649	3
20.	College Station Fire Department 300 Krenck Tap Road College Station, Texas 77842 Chief Scott Giffen (979) 764-3705	3	29.	Fayetteville Fire Department 303 West Center Fayetteville, Arkansas 72701 Assistant Chief Thomas Good (479) 575-8365	7
21.	Collinsville Fire Department 1214 West Main Street Collinsville, Oklahoma 74021 Chief Harold Call (918) 371-1020	1	30.	Flower Mound Fire Department 3838 Forums Drive Flower Mound, Texas 75028 Chief Paul Henley (972) 874-6270	7
22.	Collinsville Rural Fire Protection District 1018 South 12 th Street Collinsville, Oklahoma 74021 Chief Jim Wilson (918) 371-4854	1	31.	Fort Smith Fire Department 200 North 5 th Street Fort Smith, Arkansas 72901 Assistant Chief Boyd Waters (479) 783-4052	5
23.	Dallas Fire Rescue 5000 Dolphin Road Dallas, Texas 75223 Division Mgr J. D. Travis (214) 670-8918	69	32.	Fort Worth Naval Air Station 1425 Carswell Avenue Fort Worth, Texas 76127 Chief Paul W. Murray (817) 782-6331	2
24.	Edmond Fire Department 5300 East Covell Edmond, OK 73034 Chief Chris Goodwin (405) 216-7304	5	33.	Frisco Fire Department 8601 Gary Burns Drive Frisco, Texas 75034 Battalion Chief Todd Humbarger (972) 292-6460	9
25.	El Dorado Fire Department 204 North West Avenue El Dorado, Arkansas 71730 Deputy Chief Sean McCall (870) 881-4855	3	34.	Georgetown Fire Department 3500 D.B. Woods Road Georgetown, Texas 78628 Chief John Sullivan (512) 930-3473	1
26.	El Paso Fire Department 8600 Montana Avenue / 416 N. Stanton El Paso, Texas 79925 Chief Terry Kechschull (915) 771-1071	10	35.	Grand Prairie Fire Department 1525 Arkansas Lane, 3 rd Floor Grand Prairie, Texas 75052 Assistant Chief Mike Sieg (972) 237-8302	2
27.	Ennis Fire Department 206 South Dallas Street Ennis, Texas 75119 Deputy Chief Bill Evans (972) 875-1234	2	36.	Grapevine Fire Department 1007 Ira E Woods Ave Grapevine, Texas 76051 Deputy Chief Kent Short (817) 410-4400	6

REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS



	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
37.	Harris County Emergency Services District #48 Station # 1 24127 Western Centre Drive Katy, Texas 77494 Assistant Chief Ray Sidwell (281) 599-8888	1	46.	Laredo International Airport – ARFF Station 5210 Bob Bullock Loop Laredo, Texas 78041 Captain Jose G. Izaguirre (956) 489-4064	1
38.	Highland Park Fire and EMS (DPS) 4700 Drexel Drive Highland Park, Texas 75205 Chief Paul Sandman Captain Chuck Gore (214) 559-9337	1	47.	Laredo Fire Department 616 East Del Mar Laredo, Texas 78045 Chief Guillermo Heard (956) 718-6000	1
39.	Hope Fire Department 308 East 2 nd Street Hope, Arkansas 71801 Chief Todd Martin (870) 777-6702	2	48.	Lawton Fire Department 623 SW D Avenue Lawton, Oklahoma 73501-4576 Chief Raanon Adams (580) 581-3280	7
40.	Hot Springs Fire Department 310 Broadway Avenue Hot Springs, Arkansas 71901 Chief Ed Davis (501) 321-6971	5	49.	Lewisville Fire Department (Dallas Metro) 188 North Valley Parkway Lewisville, Texas 75067 Assistant Chief Terry McGrath (972) 219-3590	8
41.	Houston Fire Department 1801 Smith, 7 th Floor Houston, Texas 77002 Assistant Chief Ruy Lozano (832) 394-6706	45	50.	Littlefield Fire Department 301 XIT Drive / 100 West 6 th Street Littlefield, Texas 79339 Chief Jamie Grey (806) 385-5161 Ext. 231	1
42.	Irving Fire Department (Dallas Metro) 845 West Irving Boulevard Irving, Texas 75060 Chief Victor Conley (972) 721-2652	12	51.	Little Rock Fire Department 624 South Chester Street Little Rock, Arkansas 72201 Chief Delphone Hubbard (501) 918-3700 Captain Jim Williams (501) 918-3790	22
43.	Keller Fire Rescue 110 West Vine Street Keller, Texas 76248 Interim Chief Shane Gainer (817) 743-4460	3	52.	Little Rock V.A. Medical Center 2200 Fort Roots Drive North Little Rock, Arkansas Assistant Chief Leithan Smith (501) 257-4351	1
44.	Kingsville Fire Department 119 North 10 th Street Kingsville, Texas 78363 Chief J. J. Adame (361) 592-6445	2	53.	Lowell Fire Department 220 North Lincoln Street Lowell, Arkansas 72745 Chief Pete Melnicki (479) 770-0166	2
45.	Lake Worth Fire Department 3801 Firehall Drive Lake Worth, Texas 76135 Chief Mike Christenson (817) 237-7461	1	54.	Lubbock Fire Department 1515 East Ursuline Street Lubbock, Texas 79403 Deputy Chief Lynn Smith (806) 775-2630	10



REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS

	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
55.	Mansfield Fire Department Public Safety Building 1305 East Broad Street Mansfield, Texas 76063 Chief Michael Ross (817) 276-4777	5	64.	Nichols Hills Fire Department 6407 Avondale Drive Nichols Hills, Oklahoma 73116 Chief Kevin Boydston (405) 843-8526	1
56.	Marble Falls Fire Rescue 700 Avenue N Marble Falls, Texas 78654 Chief Russell Sander (830) 693-4060	1	65.	Noble Fire Department 117 North 2 nd Street Noble, Oklahoma 73068 Chief Phillip Scott (405) 872-9231	1
57.	Miami Fire Department 103 Goodrich Boulevard Miami, Oklahoma 73140 Chief Robert Wright (918) 542-6685	2	66.	Norman Fire Department 415 East Main Norman, Oklahoma 73071 Chief Travis King (405) 292-9780	6
58.	Monkey Island Fire Department 56298 East 295 Road Afton, Oklahoma 74331 Chief Carl Tesreau (918) 257-8242	1	67.	North Little Rock Fire Department 723 Maple Street North Little Rock, Arkansas 72114 Chief Gerald Tucker (501) 340-5385	6
59.	Montgomery County ESD # 1 Cut-N-Shoot Volunteer Fire Department 310 North Danville, Suite A Willis, Texas 77378 Chief Josh Montgomery (936) 856-5111	1	68.	North Richland Hills Fire Department 4301 City Point Drive North Richland Hills, Texas 76180 Chief Stan Tinney (817) 427-6900 Assistant Chief Kirk Marcum	5
60.	Montgomery County ESD # 1 Fire Station # 95 200 South Kennedy Street Willis, Texas 77378 Deputy Chief Thomas Pittman (936) 856-5111	1	69.	N. W. Rogers Fire District #1 6601 East 400 Road Oologah, Oklahoma 74053 Chief Mat Shockley (918) 443-2471	3
61.	Moore Fire Department 2400 South Fritts Blvd. Moore, Oklahoma 73160 Deputy Chief Ryan Marlar (405) 793-5110	4	70.	Oklahoma City Fire Department 820 NW 5th Oklahoma City, Oklahoma 73106 Chief Richard Kelley (405) 297-3314	1
62.	Murphy Fire Department 206 North Murphy Road Murphy, Texas 75094 Chief Del Albright (972) 468-4300	1	71.	Owasso Fire Department 8901 North Garnett Road Owasso, Oklahoma 74055 Chief David Hurst Deputy Chief Mark Stuckey (918) 272-5253	3
63.	Muskogee Fire Department 505 Columbus Muskogee, Oklahoma 74401 Chief Jody Moore (918) 684-6252	6	72.	Pantego Fire - Rescue 1614 South Bowen Road Pantego, Texas 76013-3336 Chief Randy Fulton (817) 274-2511	1

REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS



	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
73.	Paragould Fire Department 1405 West Kingshighway Paragould, Arkansas 72450 Chief Kevin Lang (870) 239-7525	4	82.	Richland Hills Fire Department 3201C Diana Drive Richland Hills, Texas 76118 Chief Russell Shelley (817) 616-3755	1
74.	Paris Fire Department 135 SE 1 st Street Paris, Texas 75460 Asst Chief Thomas McMonigle (903) 784-9222	3	83.	Robstown Fire Department 516 East Avenue B Robstown, Texas 78380 Chief Ricardo Gonzalez (361) 387-2522	1
75.	Pharr Fire-Rescue 118 South Cage, 3 rd Floor Pharr, Texas 78577 Chief Leonardo Perez (956) 402-4400 Ext. 3001	1	84.	Rockwall Fire Department 305 Boydston Avenue Rockwall, Texas 75087 Assistant Chief Brett Merritt (972) 771-7770	4
76.	Phillips 66 1000 South Pine, RB 3617 Ponca City, Oklahoma 74601 Mr. Larry Baird (580) 767-4250	1	85.	Rogers Fire Department 201 North 1 st Street Rogers, Arkansas 72756 Chief Tom C. Jenkins (479) 621-1179	8
77.	Pine Bluff Fire Department 200 East 8 th Avenue Pine Bluff, Arkansas 71601-5006 Chief Don Horton (870) 543-5150	1	86.	Rowlett Fire Rescue 4701 Rowlett Road Rowlett, Texas 75088 Chief Neil Howard (972) 412-6230	4
78.	Plano Fire - Rescue 1901 K Avenue Plano, Texas 75074 Chief Sam Greif (972) 941-7159	13	87.	Russellville Fire Department 203 West 2 nd Street Russellville, Arkansas 72801 PIO Richard Setian (479) 968-2332	1
79.	Ponca City Fire Department 500 East Grand Ponca City, Oklahoma 74601 Chief Butch Herring (580) 767-0360 Deputy Chief Gary Reed (580) 767-0339	4	88.	Sachse Fire Rescue (Dallas Metro) 3815 Sachse Road Sachse, Texas 75048 Chief Marty Wade (469) 429-4791	2
80.	Purcell Fire Department 1505 North Green Avenue Purcell, Oklahoma 73080 Chief Greg Cypert (405) 527-3014	1	89.	San Antonio Fire Department 315 South Santa Rosa Avenue San Antonio, Texas 78207 Chief Robert Westbrook (210) 207-8400	50
81.	Quapaw Tribe Fire Department / EMS 6300 South Hwy 69A Miami, Oklahoma 74354 Chief Jeff Reeves (918) 674-2710	1	90.	Sand Springs Fire Department 108 East Broadway Street Sand Springs, Oklahoma 74063 Chief Mike Wood (918) 246-2549	3



REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS

	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
91.	Sapulpa Fire Department 800 East Dewey Sapulpa, Oklahoma 74066 Chief David Taylor (918) 224-3359	4	100.	Tecumseh Fire Department 109 West Washington Tecumseh, Oklahoma 74873 Chief Rhett Banks (405) 598-4303	2
92.	Saracen Casino Fire Station 3513 Market Street Pine Bluff, Arkansas 74066 Chief Howell (870) 267-3192	1	101.	Texarkana Fire Department 416 East 3 rd Street / PO Box 2711 Texarkana, Arkansas 75504 Chief David Fletcher (870) 779-4967	5
93.	Shawnee Fire Department 16 West Ninth Street Shawnee, Oklahoma 74801 Deputy Chief Tom Larman (405) 878-1671	3	102.	The Woodlands Fire Department 9951 Grogans Mill Road The Woodlands, Texas 77380-1007 District Chief John Frost (281) 367-3444	8
94.	Sherwood Fire Department Pulaski County Fire Protection District # 5 P.O. Box 6689 / 400 Lantrip Sherwood, Arkansas 72124-6689 Chief John Sawyer (501) 835-0342	3	103.	Tonkawa Fire Department 120 South Main Tonkawa, Oklahoma 74653 Chief Justin Kiensle (580) 628-3251	1
95.	Siloam Springs Fire Department 1450 Cheri Whitlock Siloam Springs, Arkansas 72761 Chief Jeremy Criner (479) 524-3103	3	104.	Travis County ESD # 2 Pflugerville Fire Department 203 East Pecan Street Pflugerville, Texas 78660 (512) 569-7887 Glen Smith, Director of Facilities	5
96.	South Montgomery County ESD # 8 335 Volunteer Lane Spring, Texas 77380 Chief Robert Hudson (281) 363-3473	7	105.	Travis County ESD # 4 11800 North Lamar Blvd Austin, Texas 78753 Chief David Bailey (512) 836-7566	2
97.	Southern Arkansas University Tech Training Academy 100 Carr Road Camden, Arkansas 71701 James Rubow (870) 574-4500	1	106.	Tulsa Fire Department 1790 Newblock Park Drive Tulsa, Oklahoma 74127 (918) 596-1250 Mike Mallory, Chief of Physical Resources	35
98.	Springdale Fire Department 417 South Holcomb Street Springdale, Arkansas 72765 Chief Mike Irwin (479) 751-4510 Assistant Chief Kevin McDonald	6	107.	University Park Fire Department (Dallas Metro) 3800 University Boulevard University Park, Texas 75205 (214) 987-5381 Chief Randall Howell Ext 5386	1
99.	Tarrant County College District Northwest Campus – WFSC Storage Bldg 20516 4801 Maine Creek Parkway Fort Worth, Texas 76179 David Lowe, Coordinator (817) 515-7374	1	108.	Van Buren Fire Department 2009 Pevehouse Road Van Buren, Arkansas 72956 Battalion Chief Johnny Taylor (479) 471-5032	4



REFERENCE LIST
MAGNETIC GRABBER INSTALLATIONS
PLYMOVENT VEHICLE EXHAUST VENTILATION SYSTEMS

	FIRE STATION	# OF PLYMOVENT STATIONS		FIRE STATION	# OF PLYMOVENT STATIONS
109.	West University Place Fire Department 3800 University Blvd (Houston Metro) West University Place, Texas 77005 Chief Aaron Taylor (713) 662-5836 Asst. Chief James Novak (713) 662-5837	1	111.	Whitesboro Fire Department P.O. Box 354 / 206 East Main St Whitesboro, Texas 76273 Chief Steve Pinkston (903) 564-9735	2
110.	Westlake Fire - EMS 2000 Dove Road Westlake, Texas 76262 Chief Richard Whitten (817) 490-5780	1	112.	Wylie Fire Rescue 2000 N. State Hwy 78 Wylie, Texas 75098 Chief Brandon Blythe (972) 429-8110	4

11-26-21

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Patrick Smith Title: Executive Vice President

Typed Name: Patrick Smith Company Name: Air Cleaning Technologies, Inc.

Phone No.: 918-251-8000 / 800-351-1858 Fax No.: 918-251-4977

Email: psmith@aircleaningtech.com

Address: 1300 West Detroit Street Broken Arrow Oklahoma 74012
P.O. Box or Street City State Zip

Remit Address: Same as above
P.O. Box or Street City State Zip

Federal Tax ID No.: 73-1250516

DUNS No.: 107275240

DBE/WBE/MBE Yes ☐ No ☒ (Provide certification upon request)

Date: November 26, 2021

NOTE: This form must be fully completed, without modifications, and included in sealed bid packages.

END OF BID #22-021

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Air Cleaning Technologies Inc

as Principal, and **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety, are held

and firmly bound unto the City of College Station - Purchasing Division

1101 Texas Avenue, Suite 201 College Station, TX 77840

as Obligee,

in the amount of Five Percent of Total Amount Bid (5%) DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the Principal for:

Installation of Vehicle Exhaust Removal Systems at Fire Stations #3, #5 and #6 Bid Number 22-021

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with **MID-CONTINENT CASUALTY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 30th day of November, 2021.

R. Lynette Smith
R. Lynette Smith

Witness

Air Cleaning Technologies Inc

Principal

By

Patrick Smith
Patrick Smith, Executive Vice President

(Seal)

MID-CONTINENT CASUALTY COMPANY

By

Kristin Lewis

Kristin Lewis, Attorney-in-fact

(Seal)

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 · Ph: 918-587-7221 · Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **Mid-Continent Casualty Company**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Travis E. Brown, Jamie Burris, John Kelly Deer, Vaughn P. Graham, Vaughn Paul Graham, Jr., Kristin Lewis, Mark Edward Long, Thomas Perrault, Stephen M. Poleman, Michael J. Swenton, all of TULSA, OK.

IN WITNESS WHEREOF, the **Mid-Continent Casualty Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of September, 2021.



ATTEST:

MID-CONTINENT CASUALTY COMPANY

Sharon Hackl

Sharon Hackl, Assistant Secretary

Todd Bazata

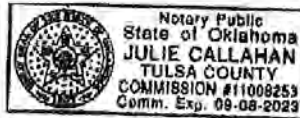
Todd Bazata, Vice President

On this 13 day of September, 2021 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

} SS

COUNTY OF TULSA



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Sharon Hackl, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.



Signed and sealed this 30th day of November, 2021

Sharon Hackl

Sharon Hackl, Assistant Secretary

MANAGEMENT SYSTEM CERTIFICATE

Certificate No:
39388-2008-AQ-USA-ANAB

Initial certification date:
25 September 2008

Valid:
26 September 2020 - 25 September 2023

This is to certify that the management system of

Plymovent Corporation

5 Corporate Drive, Cranbury, NJ, 08512, USA

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

The Assembly, Distribution and Sales of Engineered Exhaust Extraction Air Filtration Systems.

Place and date:
Katy, TX, 11 September 2020



For the issuing office:
DNV GL - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

January 13, 2022
Item No. 7.9.
School Zone Ordinance for College Station High School

Sponsor: Emily Fisher, 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 Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by adding Renee Lane 175 feet from Barron Road.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: Residents raised concerns about the speed of vehicles and the safety of children while walking to school on Renee Lane. This was a common concern during meetings held as a part of the traffic calming program, as well as outside complaints. This would simply extend the school zone to include 175 feet of Renee Lane as you approach Barron Road.

Budget & Financial Summary: Funds are available in the Traffic Operations and Maintenance budget.

Attachments:

1. Sign Placement Layout
2. Ordinance Form Ch. 38

School Zone Sign Placement Location Map



Legend:

Current Sign Location

New Sign Location

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES”, SECTION 38-1005 “TRAFFIC SCHEDULE V, SCHOOL ZONES,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING RENEE LANE 175 FEET FROM BARRON ROAD BY 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 38-1005 “Traffic Schedule V, School Zones,” 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 38-1005 “Traffic Schedule V, School Zones,” of the Code of Ordinances of the City of College Station, Texas, be amended by adding and is to read as follows:

Schedule V – School Zones Revised [1/20/21]					
Location	Posted Hours	Posted Speed Limit	Operational Time (School Days)	Ord. No./Date Adopted	BASE MAP NO.
	School Name				
	College Station High School				
Renee Lane	7:30 – 8:15 a.m. 2:45 – 3:30 pm.	25 mph	7:30 – 8:15 a.m. 2:45 – 3:30 pm.		1998-02

January 13, 2022
Item No. 7.10.
FM 2154 Temporary Speed Limit Ordinance

Sponsor: Emily Fisher, 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 Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on FM 2154 (Wellborn Road).

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

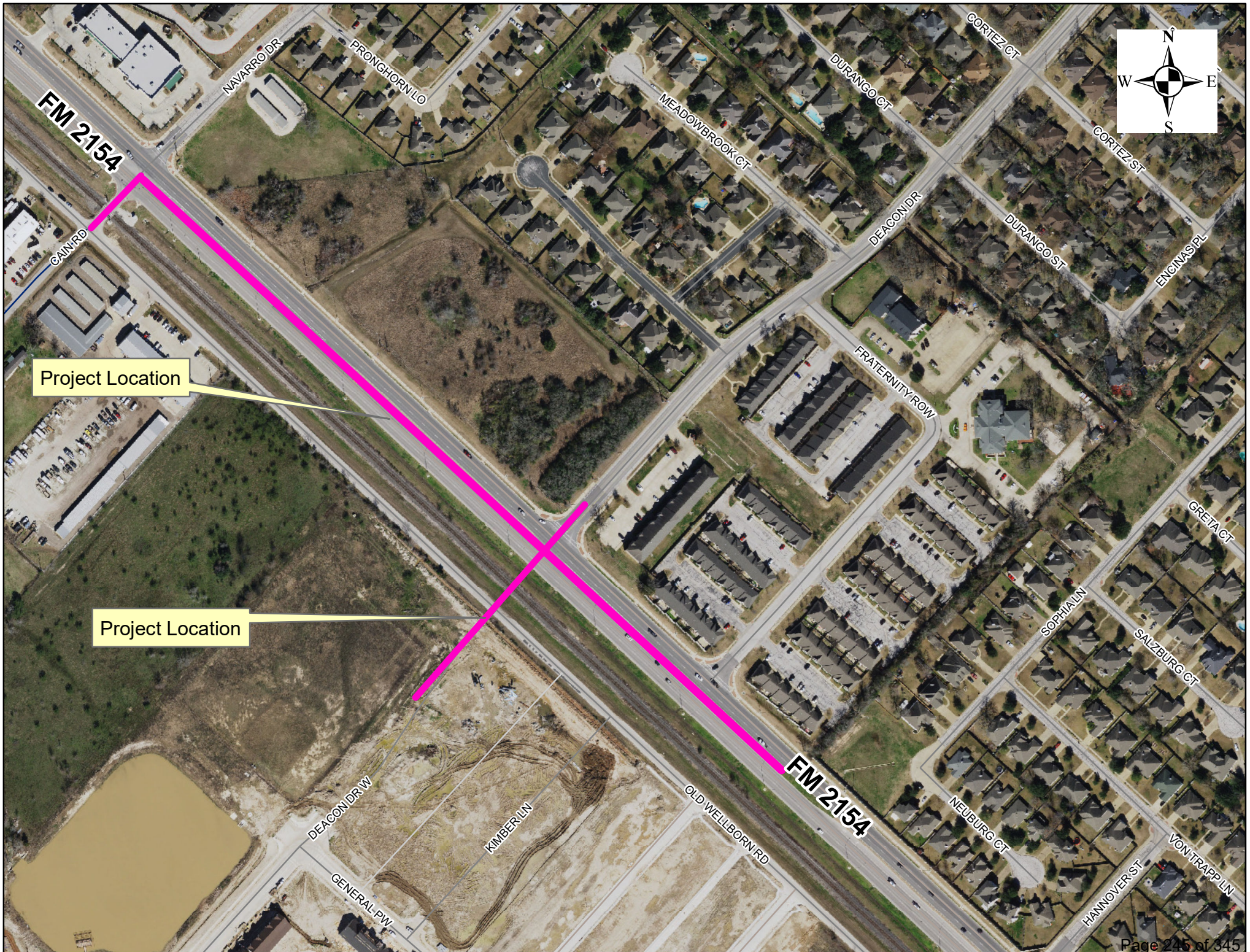
Summary: The City is creating a new railroad crossing and intersection at Deacon and FM 2154. As well as the closure of Cain. The project will include the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, and sidewalks and a signal at the new intersection. The project is estimated to take 18 months to complete.

Due to reduced lane width and the proximity of motorists in the construction zone to workers and equipment, staff is pursuing the temporary establishment of a 45-mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 55 mph along FM 2154. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: Budget in the amount of \$5,740,000 is included for this project in the Streets Capital Projects Fund. A total of \$1,894,550.95 has been expended or committed to date, leaving a balance of \$3,845,449.05 in the total project budget for additional items.

Attachments:

1. Project Map
2. Fm 2154 1 CH 38 Temp Speed Limit (1)



Project Location

Project Location

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1013 “TRAFFIC SCHEDULE XIII, TEMPORARY SPEED LIMITS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REDUCING THE SPEED LIMIT ON FM 2154, 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 38-1013 “Traffic Schedule XIII, Speed Limits,” 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 38-1013 “Traffic Schedule XIII, Temporary Speed Limits,” is hereby amended to read as follows by adding:

FM 2154, for traffic moving north and south from Navarro to Rock Prairie, the speed limit is Forty-Five (45) miles per hour in construction zones when posted. After completion of the construction project and when temporary speed limit signs are removed, speed limits shall revert to the original speed limit of Fifty-Five (55) miles per hour. This ordinance does not repeal any speed limit ordinances in Sec. 38-17.

January 13, 2022
Item No. 7.11.
Greens Prairie Road Temporary Speed Limit Reduction

Sponsor: Emily Fisher, 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 Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Greens Prairie Road from Arrington Road to Dalton Drive.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

Summary: The City is widening Greens Prairie from a two lane to a 4 lane roadway. The project will include the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, and sidewalks. The project is estimated to take 18 months to complete.

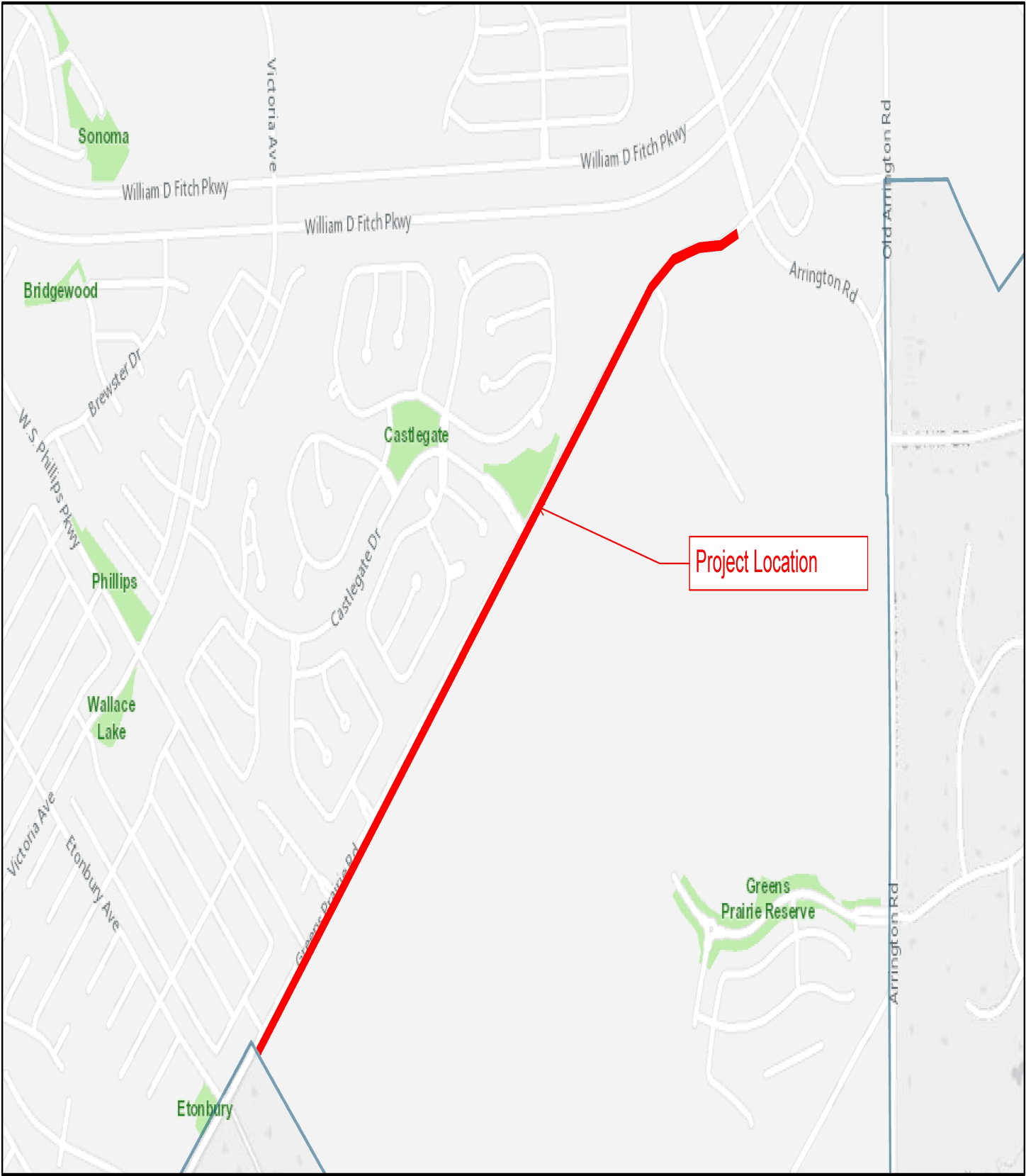
Due to reduced lane width and the proximity of motorists in the construction zone to workers and equipment, staff is pursuing the temporary establishment of a 30-mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 45 mph along Greens Prairie Road. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: Budget in the amount of \$11,214,000 is included for this project in the Streets Capital Projects Fund. A total of \$9,990,495.14 has been expended or committed to date, leaving a balance of \$1,223,504.86 in the total project budget for additional items.

Attachments:

1. Project Map
2. Greens Prairie Road 1 CH 38 Temp Speed Limit

EXHIBIT A



5/1/2020, 10:53:23 AM

1:15,799

- City Limits

Background Blocker

Easterwood Airport

Streets

Local Street

Texas A&M Property

Parks

Arterial or Collector

Freeway
-
- Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user
- Web AppBuilder for ArcGIS
- Esri, HERE, NPS | City of College Station, IT Department, GIS Office | City of College Station Planning and Development Services 1101 Texas Ave College Station, TX 77842 (979)764-3570 | Maintained by the City of College Station Texas | Esri, HERE, NPS |
- Page 250 of 345

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1013 “TRAFFIC SCHEDULE XIII, TEMPORARY SPEED LIMITS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REDUCING THE SPEED LIMIT ON GREENS PRAIRIE ROAD, 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 38-1013 “Traffic Schedule XIII, Speed Limits,” 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 38-1013 “Traffic Schedule XIII, Temporary Speed Limits,” is hereby amended to read as follows by adding:

Greens Prairie Road, for traffic moving east and west from Dalton Drive to Arrington Road, the speed limit shall be Thirty (30) miles per hour in construction zones when posted. After completion of the project and when temporary speed limit signs are removed, speed limits shall revert to the original speed limit of Forty-Five (45) miles per hour. This ordinance does not repeal any speed limit ordinances in Sec. 38-17.

January 13, 2022
Item No. 7.12.
Rock Prairie Road West Temporary Speed Reduction

Sponsor: Emily Fisher, 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 Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Rock Prairie Road West from Holleman Drive South to FM 2154 (Wellborn Road).

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

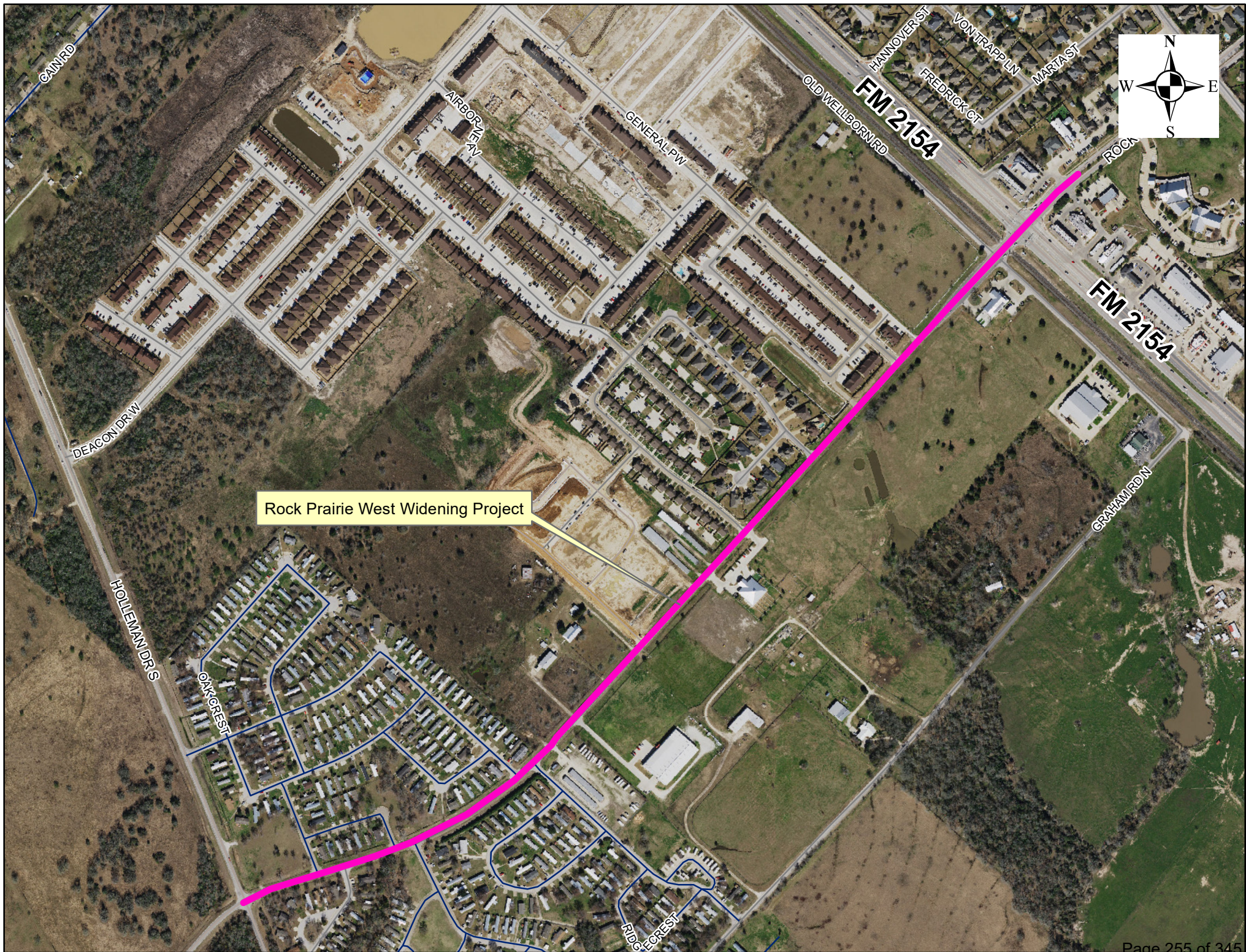
Summary: The City is widening Rock Prairie West from a two lane to a 3 lane roadway. The project will include the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, and sidewalks. The project is estimated to take one year to complete.

Due to reduced lane width and the proximity of motorists in the construction zone to workers and equipment, staff is pursuing the temporary establishment of a 30-mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 50 mph along Rock Prairie. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: Budget in the amount of \$7,390,000 is included for this project in the Streets Capital Projects Fund. A total of \$7,074,418.49 has been expended or committed to date, leaving a balance of \$315,581.51 in the total project budget for additional items.

Attachments:

1. Project Map - Rock Prairie
2. Rock Prairie 1 CH 38 Temp Speed Limit



CAN RD

AIRBORNE LN

GENERAL PW

FM 2154

OLD WELLBORN RD

HANNOVER ST

VON TRAPP LN

MARTA ST

FREDRICK CT

FM 2154

GRAHAM RD

DEACON DRW

Rock Prairie West Widening Project

HOLLEMAN DR'S

OAKCREST

RIDGE CREST



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1013 “TRAFFIC SCHEDULE XIII, TEMPORARY SPEED LIMITS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REDUCING THE SPEED LIMIT ON ROCK PRAIRIE ROAD WEST, 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 38-1013 “Traffic Schedule XIII, Speed Limits,” 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 38-1013 “Traffic Schedule XIII, Temporary Speed Limits,” is hereby amended to read as follows by adding:

Rock Prairie West, for traffic moving east and west from Holleman Drive to FM 2154, the speed limit is Thirty (30) miles per hour in construction zones when posted. Upon completion of the project and when temporary speed limit signs are removed, speed limits shall revert to the original speed limit of Fifty (50) miles per hour. This ordinance does not repeal any speed limit ordinances in Sec. 38-17.

January 13, 2022
Item No. 7.13.
State Highway 6 Waterline Project Phase III Change Order No. 1

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of \$57,055 to the construction contract with Elliott Construction for the State Highway 6 Waterline Project Phase III.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary: This project will construct sections of 20-inch, 18-inch, and 12-inch waterlines along the northbound feeder road of State Highway 6, between North Forest Parkway and Woodcreek Drive. This project will be part of the second pressure plane in the city that will be created by the Rock Prairie Elevated Tank.

This change order changes the material of the 20-inch and 18-inch waterline sections. The base bid material in the contract for both sections was ductile iron. Due to ongoing issues with existing ductile iron pipe, water services prefers to use PVC pipe. Corrosion monitoring was also included in the base bid but will be removed in this change order as it is not needed with PVC pipe.

This change order also increases the unit cost of PVC pipe. Elliot Construction notified the City that PVC pipe suppliers are still dealing with supply chain interruptions due to the February 2021 freeze and plant closures due to hurricane Ida. Multiple suppliers are not taking new orders, leaving few options to purchase pipe. Because of the escalating costs, the supplier was unable to hold the bid price before procurement of materials.

Budget & Financial Summary: Budget in the amount of \$3,070,000 is included for this project in the Water Capital Improvement Projects Fund. A total of \$2,570,631 has been expended or committed to date, leaving a balance of \$499,369 for this change order and future expenses.

Attachments:

1. CO#1
2. SH 6 WL Project Map

CHANGE ORDER NO. 1		DATE: 12/20/2021	Contract No. 21300461	
P.O. # 21204605		PROJECT: State Highway 6 phase III	Funded in Whole/Part w CO's Y/N	

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Elliott Construction, LLC P.O. Box 3788 Bryan, Tx, 77805 PH: 979-690-7071 FAX:
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PURPOSE OF THIS CHANGE ORDER:
 This change order replaces the ductile iron pipe included in the base bid with the PVC alternate bid. This change order also includes the removal of abandoned waterline and valve.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
6	LF	20" DI waterline	\$ 115.00	1316	0	\$ (151,340.00)
7	LF	20" DI waterline with structural back fill	\$ 185.00	65	0	\$ (12,025.00)
8	LF	20" DI waterline restrained joints	\$ 155.00	228	0	\$ (35,340.00)
9	LF	20" DI waterline restrained joints, structural back fill	\$ 208.00	311	0	\$ (64,688.00)
10	LF	20" DI waterline restrained, trenchless	\$ 285.00	30	0	\$ (8,550.00)
11	LF	20" DI waterline, 36" steel casing	\$ 380.00	20	0	\$ (7,600.00)
12	LF	20" DI waterline, 36" steel casing, structural backfill	\$ 450.00	210	0	\$ (94,500.00)
13	LF	20" DI waterline, 36" casing, trenchless	\$ 740.00	120	0	\$ (88,800.00)
14	LF	18" DI waterline, non-structural back fill	\$ 108.00	1270	0	\$ (137,160.00)
15	LF	18" DI waterline, restrained joints	\$ 150.00	27	0	\$ (4,050.00)
69	EA	Corrosion Monitoring System Joint Bonding	\$ 9.00	3597	0	\$ (32,373.00)
70	EA	Corrosion Monitoring test station	\$ 1,850.00	13	0	\$ (24,050.00)
A1	LF	20" PVC waterline	\$ 143.00	0	1316	\$ 188,188.00
A2	LF	20" PVC waterline with structural back fill	\$ 213.00	0	65	\$ 13,845.00
A3	LF	20" PVC waterline restrained joints	\$ 183.00	0	228	\$ 41,724.00
A4	LF	20" PVC waterline restrained joints, structural back fill	\$ 236.00	0	311	\$ 73,396.00
A5	LF	20" PVC waterline restrained, trenchless	\$ 313.00	0	30	\$ 9,390.00
A6	LF	20" PVC waterline, 36" steel casing	\$ 408.00	0	20	\$ 8,160.00
A7	LF	20" PVC waterline, 36" steel casing, structural backfill	\$ 478.00	0	210	\$ 100,380.00
A8	LF	20" PVC waterline, 36" casing, trenchless	\$ 768.00	0	120	\$ 92,160.00
A9	LF	18" PVC waterline, non-structural back fill	\$ 134.00	0	1270	\$ 170,180.00
A10	LF	18" PVC waterline, restrained joints	\$ 176.00	0	27	\$ 4,752.00
16	LF	12" PVC Waterline	\$ 85.00	996	0	\$ (84,660.00)
17	LF	12" PVC Waterline Restrained, Trenchless	\$ 155.00	116	0	\$ (17,980.00)
18	LF	12" PVC Waterline in 20" Casing	\$ 288.00	500	0	\$ (144,000.00)
16	LF	12" PVC Waterline	\$ 93.00	0	996	\$ 92,628.00
17	LF	12" PVC Waterline Restrained, Trenchless	\$ 163.00	0	116	\$ 18,908.00
18	LF	12" PVC Waterline in 20" Casing	\$ 296.00	0	500	\$ 148,000.00
	LF	Remove Existing 18" Waterline	\$ 126.00	0	10	\$ 1,260.00
	LS	Remove Existing (Abandoned) Butterfly Valve	\$ 1,200.00	0	1	\$ 1,200.00
				Total		\$ 57,055.00

THE NET AFFECT OF THIS CHANGE ORDER IS 3.54% INCREASE.

Line-OBJ:	\$ 57,055.00	
TOTAL CHANGE ORDER	\$ 57,055.00	
ORIGINAL CONTRACT AMOUNT	\$ 1,613,354.00	
CHANGE ORDER NO.1	\$ 57,055.00	3.54% Change
REVISED CONTRACT AMOUNT	\$ 1,670,409.00	3.54% Total Change
ORIGINAL CONTRACT TIME	180	Days
TIME EXTENSION NO. 1	0	Days
REVISED CONTRACT TIME	180	Days
SUBSTANTIAL COMPLETION DATE	11-Oct-21	
REVISED SUBSTANTIAL COMPLETION DATE	11-Oct-21	

APPROVED

_____ A/E CONTRACTOR Date	_____ CHIEF FINANCIAL OFFICER Date
_____ CONSTRUCTION CONTRACTOR Date	_____ CITY ATTORNEY Date
_____ PROJECT MANAGER Date	_____ CITY MANAGER Date
_____ CITY ENGINEER Date	
_____ DEPARTMENT DIRECTOR Date	

From: [Ben Elliott](#)
To: [Casey Rhodes](#)
Subject: Important Pipe information
Date: Thursday, September 30, 2021 8:30:36 AM
Attachments: [IDA-Ethylene-11-9.1.2021-1536x698.png](#)
[Letter US Market.pdf](#)

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Casey, please read email below, the letter attached , and also see the map attached showing how many plants are down from the Hurricane. This is why all PVC is going up daily and quotes are good for 7 days at the moment

Ben Elliott

Elliott Construction LLC
O-(979)690-7010
C-(979)255-1064

From: Curt Murray <CMurray@actpipe.com>
Sent: Monday, September 13, 2021 5:39:40 AM
To: Eric Kopriva <EKopriva@actpipe.com>; Richard J. Yaws <RYaws@actpipe.com>; Jon C. Murray <Jon.Murray@actpipe.com>; Brandyn Diaz <BDiaz@actpipe.com>; Brandon Clement <bcclement@actpipe.com>; Tommy Roberson <troberson@actpipe.com>; James Martinez <JMartinez@actpipe.com>; Slade Redenius <SRedenius@actpipe.com>
Subject: Important Pipe information

Read below, We've already surpassed the blocks mentioned.

We need to communicate this to our customers, especially anyone who hasn't signed contracts yet.

We've already seen 5 month lead times on some pipe, I expect no change for the time being.

WHEN Diamond opens back up they will return to making mainly 8" 14, 18 & HW out of Lubbock and we'll be at the mercy of J-M who appears to be the only pipe manufacture currently taking orders, you can only imagine how overwhelming that is already.

We must discuss every new order before committing to supplying pipe, no exceptions

Curt

PVC PIPE MARKETS PVC PIPE PRICES SUMMARY: JM Eagle remained the

only pipe converter operating under a force majeure declaration (issued back on Feb 22). NAPCO, Diamond, Sanderson and Southern had all advised customers they were not taking orders for the time being, while IPEX said it was allowing customers to send orders in but was not entering them into its system. Other converters were allocating pipe. Converters were trying to stretch their resin inventories as much as possible, and were hoping that railcars that had been dispatched prior to the hurricane would arrive soon. Some complained that they were not getting the information from their suppliers they needed in order to make decisions about their own businesses. MUNICIPAL PIPE: This week, with Diamond, IPEX, NAPCO and Sanderson basically out of the market, little pipe was being sold. The pipe that was being sold was priced at Block 300, based on the Aug 16 price letters that set the market at Block 300 for immediate and Block 320 for quotes. Some sales were reported as high as Block 320. Diamond had set its prices at Block 290 for immediate and Block 310 for quotes on Sep 1, but competitors picked up talk of a few sales in the western half of the US at Block 300. Atkore raised the price on its **municipal pipe to Block 415** this week. The market price range this week was put at Blocks 290-320, with the majority of business done at Block 300. No new price letters from any of the market leaders had been issued as yet. As one converter stated, if they aren't selling any pipe it doesn't matter what the price is.

SUMMARY: JM Eagle remained the only pipe converter operating under a force majeure declaration (issued back on Feb 22). NAPCO, Diamond, Sanderson and Southern had all advised customers they were not taking orders for the time being, while IPEX said it was allowing customers to send orders in but was not entering them into its system. Other converters were allocating pipe. Converters were trying to stretch their resin inventories as much as possible, and were hoping that railcars that had been dispatched prior to the hurricane would

arrive soon. Some complained that they were not getting the information from their suppliers they needed in order to make decisions about their own businesses.

MUNICIPAL PIPE: This week, with Diamond, IPEX, NAPCO and Sanderson basically out of the market, little pipe was being sold. The pipe that was being sold was priced at Block 300, based on the Aug 16 price letters that set the market at Block 300 for immediate and Block 320 for quotes. Some sales were reported as high as Block 320. Diamond had set its prices at Block 290 for immediate and Block 310 for quotes on Sep 1, but competitors picked up talk of a few sales in the western half of the US at Block 300. Atkore raised the price on its municipal pipe to Block 415 this week. The market price range this week was put at Blocks 290-320, with the majority of business done at Block 300. No new price letters from any of the market leaders had been issued as yet. As one converter stated, if they aren't selling any pipe it doesn't matter what the price is.

Disclaimer

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NAPCO, a Westlake company
2801 Post Oak Blvd., Suite 600, Houston, Texas 77056
Tel: 713.840.7473, Fax: 713.552.00

Date: August 31, 2021
To: NAPCO Pipe & Fittings Customers
From: Brent Wetmore, Vice President - Sales
Subject: Current Supply and Order Situation

To our valued Customers

So far, 2021 has been an extremely challenging year for PVC pipe and fittings producers when it comes to the acquisition of raw materials. Both PVC resin and the chemical additives needed to turn the resin into compound are in short supply.

This past weekend several petrochemical production centers on the gulf coast were shutdown prior to Hurricane Ida reaching land. The impact these shutdowns will have on the already tight supply conditions are unknown.

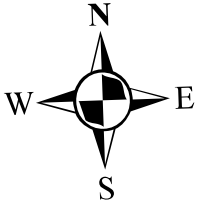
Since the Texas freeze in February of this year, all our North American plants have been under allotment for raw materials. As a result, we have not been able to run our plants to full capacity. Further disruption in the supply chain will affect both our production capacity and our ability to fill all of our orders. The overwhelming demand, combined with the production shortfalls, has already led to a significant increase in backlogged orders.

To prevent making these problems worse and increasing these backlogs further, we are taking steps to ensure we are able to meet customer's needs.

Effective immediately we have put a pause on all new orders which cannot be filled within a reasonable time frame. As we receive more information on the impact of the storm and our supply of resin we will communicate with you accordingly.

We value your business and appreciate your understanding as we navigate these unusual times.

Thank you



North Forest
Parkway

Emerald Parkway

State Highway 6

Sebesta Rd

Woodcreek Dr

January 13, 2022
Item No. 8.1.
Turkey Creek ROW Abandonment

Sponsor: Amy Milanes

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning 0.489 acres of Turkey Creek Road right-of-way, said right-of-way being the southeast corner of the intersection of Turkey Creek Road and HSC Parkway, according to the conveyance deed recorded in Volume 195, Page 241, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The right-of-way (ROW) abandonment is being requested by the applicant prior to platting the property in order to further develop the existing use. This originally conveyed ROW is no longer needed as the street is not planned to be widened, a retained standard 10-foot public utility easement will suffice for the needs of the City's utility infrastructure and a public drainage easement will suffice for the drainage needs located in this area.

The 0.489-acre ROW is at the southeast corner of the intersection of Turkey Creek Road and HSC Parkway.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Ordinance Exhibit B
4. Vicinity Map
5. Location Map
6. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.489 ACRE PORTION OF THE VARIABLE WIDTH RIGHT OF WAY OF TURKEY CREEK ROAD, SAID PORTION LYING WITHIN THE J. H. JONES LEAGUE, ABSTRACT 26, ACCORDING TO THE CONVEYANCE DEED RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.489 acre portion of the variable width Right-Of-Way of Turkey Creek Road, said portion lying within the J. H. Jones League, Abstract 26, according to the Conveyance Deed recorded in volume 195, page 241, of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for Right-of-Way 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 described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.
2. Other than as set forth herein, there is no public need or use for the Right-of-Way;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way;
4. As set forth in this ordinance, abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers;

5. Utility infrastructure exists within the Right-of-way and the City has a continuing need for currently remaining public utilities to remain within the Right-of-way, and said uses are expressly not abandoned herein; and

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City subject to the following conditions:

1. The City shall retain a 10-foot public utility easement for existing and future infrastructure and a variable width public drainage easement for the conveyance and maintenance of drainage from street runoff as defined in Exhibit "B".

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

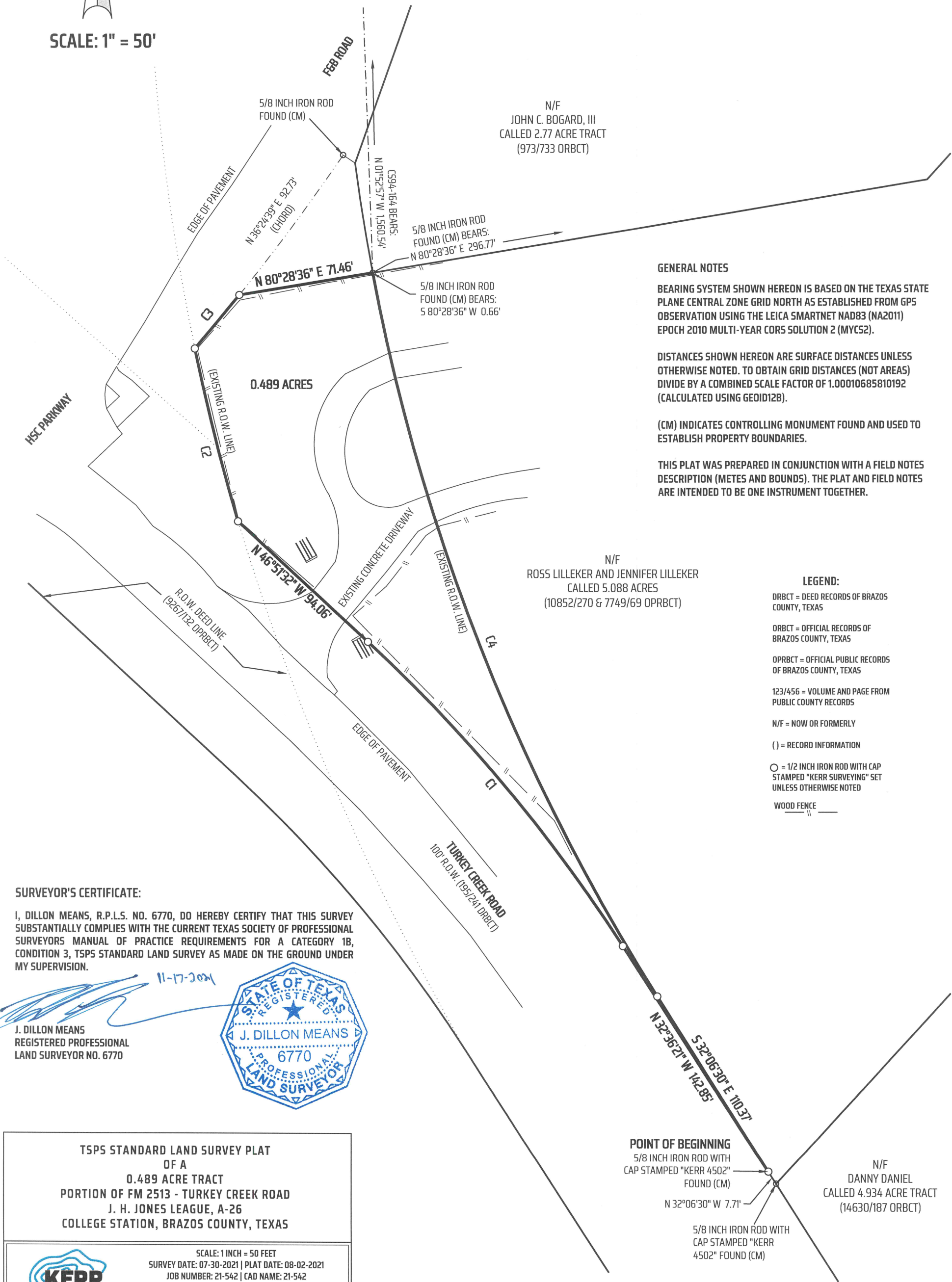
APPROVED:

City Attorney

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	850.01'	14°15'11"	211.45'	N 39°43'56" W	210.91'
C2	1,203.59'	4°32'03"	95.25'	N 13°48'20" W	95.22'
C3	1,260.01'	1°41'11"	37.08'	N 39°21'46" E	37.08'
C4	1,103.59'	21°39'13"	417.08'	S 21°16'54" E	414.60'



SCALE: 1" = 50'



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010685810192 (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.

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

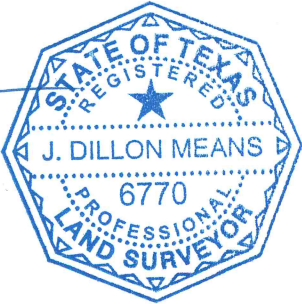
○ = 1/2 INCH IRON ROD WITH CAP STAMPED "KERR SURVEYING" SET UNLESS OTHERWISE NOTED

WOOD FENCE

SURVEYOR'S CERTIFICATE:

I, DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, TSPS STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



TSPS STANDARD LAND SURVEY PLAT
OF A
0.489 ACRE TRACT
PORTION OF FM 2513 - TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 08-02-2021
JOB NUMBER: 21-542 | CAD NAME: 21-542
POINT FILE: 21-542 (job)
DRAWN BY: NLBW CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPCLS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

REVISED 11-17-21

N/F
DANNY DANIEL
CALLED 4.934 ACRE TRACT
(14630/187 ORBCT)



**FIELD NOTES DESCRIPTION
OF A
0.489 ACRE TRACT
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.489 ACRES IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 0.489 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, along the northeast line of Turkey Creek Road, **N 32° 06' 30" W** a distance of **7.71** feet to a 5/8 inch iron rod with cap stamped "KERR 4502" found and the **POINT OF BEGINNING** of this herein described tract;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following three (3) courses:

- 1) N 32° 36' 21" W** a distance of **142.85** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for a point of curvature;
- 2) along a curve to the left** having a radius of **850.01** feet, a delta angle of **14° 15' 11"**, and arc distance of **211.45** feet, and a chord which bears **N 39° 43' 56" W** a distance of **210.91** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for the end of said curve;
- 3) N 46° 51' 32" W** a distance of **94.06** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the existing westerly line of Turkey Creek Road for a point of curvature;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59** feet, a delta angle of **04° 32' 03"**, an arc distance of **95.25** feet and a chord which bears **N 13° 48' 20" W** a distance of **95.22** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01** feet, a delta angle of **01° 41' 11"**, an arc distance of **37.08** feet and a chord which bears **N 39° 21' 46" E** a distance of **37.08** feet to a 1/2 inch iron rod set on the extension of the common line

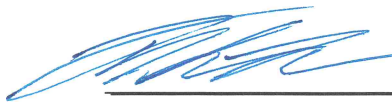
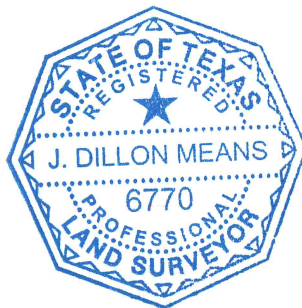
of said 5.088 acre tract and a called 2.77 acre tract conveyed to John C. Bogard, III, in Volume 973, Page 733 of the Official Records of Brazos County, Texas (ORBCT) and the northwest corner of this herein described tract;

THENCE, continuing through said right-of-way and along the extension of the common line of said 5.088 acre tract and said 2.77 acre tract, **N 80° 28' 36" E**, at 70.80 feet pass a 5/8 inch iron rod found, continue on a total distance of **71.46** feet to a calculated point on the existing easterly line of Turkey Creek Road for the northeast corner of this herein described tract, for reference a 5/8 inch iron rod found marking an angle point in said common line bears **N 80° 28' 36" E** a distance of 296.77 feet and also for reference College Station control monument C594-164 bears **N 01° 52' 57" W** a distance of 1560.54 feet;

THENCE, along the existing easterly line of Turkey Creek Road, same being the westerly line of said 5.088 acre tract, for the following two (2) courses:

- 1) along a curve to the left having a radius of **1103.59** feet, a delta angle of **21° 39' 13"**, an arc distance of **417.08** feet, and a chord which bears **S 21° 16' 54" E** a distance of **414.60** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for the end of said curve;
- 2) **S 32° 06' 30" E** a distance of **110.37** feet to the **POINT OF BEGINNING** hereof, and containing **0.489** acres, more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b).



11/17/21

J. Dillon Means
Registered Professional Land Surveyor No. 6770
Revised 11-17-21

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

RADIUS=1,260.01'
ARC DIST=37.08'
DELTA=1°41'11"
TANGENT=18.54'
CHORD=N 39°21'46" E 37.08'

RADIUS=1,270.02'
ARC DIST=43.58'
DELTA=1°57'58"
TANGENT=21.79'
CHORD=S 39°00'11" W 43.58'

RADIUS=1,193.59'
ARC DIST=86.88'
DELTA=4°10'13"
TANGENT=43.46'
CHORD=S 13°51'20" E 86.86'

RADIUS=1,203.59'
DELTA=4°32'03"
ARC=95.25'
TANGENT=47.65'
CHORD=N 13°48'20" W 95.22'

RADIUS=860.01'
DELTA=9°23'45"
ARC=141.03'
TANGENT=70.67'
CHORD=S 42°09'39" E 140.87'

RADIUS=850.01'
DELTA=14°15'11"
ARC=211.45'
TANGENT=106.27'
CHORD=N 39°43'56" W 210.91'

RADIUS=1,103.59'
DELTA=5°28'41"
ARC=105.51'
TANGENT=52.80'
CHORD=S 29°22'10" E 105.47'

POINT OF BEGINNING
5/8 INCH IRON ROD WITH
CAP STAMPED "KERR
4502" FOUND (CM)

5/8 INCH IRON ROD WITH
CAP STAMPED "KERR
4502" FOUND (CM)



SCALE: 1" = 60'

LEGEND:

- DRBCT = DEED RECORDS OF BRAZOS COUNTY TEXAS
- ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
- OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
- 123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
- N/F = NOW OR FORMERLY
- () = RECORD INFORMATION
- ○ = 1/2 INCH IRON ROD WITH CAP STAMPED "KERR SURVEYING" FOUND UNLESS OTHERWISE NOTED

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

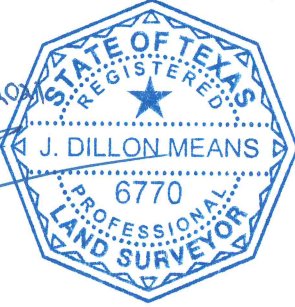
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010685810192 (CALCULATED USING GEOID12B).

(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.

SURVEYOR'S CERTIFICATE:

I, DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, TSPS STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.



J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770

**TSPS STANDARD LAND SURVEY PLAT
OF A
10' PUBLIC UTILITY EASEMENT
4093 SQUARE FEET
PORTION OF TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 08-27-2021
JOB NUMBER: 21-717 | CAD NAME: 21-717
POINT FILE: 21-542 (job)
DRAWN BY: NLBW CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

REVISED 11-16-21



**FIELD NOTES DESCRIPTION
OF A
10' PUBLIC UTILITY EASEMENT
4093 SQUARE FEET
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 4093 SQUARE FEET IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A PROPOSED 0.489 ACRE RIGHT-OF-WAY ABANDONMENT OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 4093 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, along the northeast line of Turkey Creek Road, N 32° 06' 30" W a distance of 7.71 feet to a 5/8 inch iron rod with cap stamped "KERR 4502" found and the **POINT OF BEGINNING** of this herein described tract, for reference City of College Station control monument CS94-164 bears N 07° 16' 33" W a distance of 2056.24 feet;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following three (3) courses:

- 1) N 32° 36' 21" W** a distance of **142.85 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for a point of curvature;
- 2) along a curve to the left** having a radius of **850.01 feet**, a delta angle of **14° 15' 11"**, and arc distance of **211.45 feet**, and a chord which bears **N 39° 43' 56" W** a distance of **210.91 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 3) N 46° 51' 32" W** a distance of **94.06 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the existing westerly line of Turkey Creek Road for a point of curvature;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59 feet**, a delta angle of **04° 32' 03"**, an arc distance of **95.25 feet** and a chord which bears **N 13° 48' 20" W** a distance of **95.22 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01 feet**, a delta angle of **01° 41' 11"**, an arc distance of **37.08 feet** and a chord which bears **N 39° 21' 46" E** a distance of **37.08 feet** to the north corner of this herein described easement;

THENCE, continuing through said right-of-way of Turkey Creek Road for the following three (3) courses:

- 1) **N 80° 28' 36" E** a distance of **14.89 feet** to a point of curvature;
- 2) along a curve to the right having a radius of **1270.02 feet**, a delta angle of **01° 57' 58"**, an arc distance of **43.58 feet** and a chord which bears **S 39° 00' 11" W** a distance of **43.58 feet** to the end of said curve;
- 3) along a curve to the left having a radius of **1193.59 feet**, a delta angle of **04° 10' 13"**, an arc distance of **86.88 feet**, and a chord which bears **S 13° 51' 20" E** a distance of **86.86 feet** to the end of said curve;
- 4) **S 46° 51' 32" E** a distance of **91.30 feet** to a point of curvature;
- 5) along a curve to the right having a radius of **860.01 feet**, a delta angle of **09° 23' 45"**, an arc distance of **4141.03 feet**, and a chord which bears **S 42° 09' 39" E** a distance of **140.87 feet** to the end of said curve on the existing easterly line of FM 2513;

THENCE, along the existing easterly line of Turkey Creek Road, same being the westerly line of said 5.088 acre tract, for the following two (2) courses:

- 1) along a curve to the left having a radius of **1103.59 feet**, a delta angle of **05° 28' 41"**, an arc distance of **105.51 feet**, and a chord which bears **S 29° 22' 10" E** a distance of **105.47 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 2) **S 32° 06' 30" E** a distance of **110.37 feet** to the **POINT OF BEGINNING** hereof, and containing **4093 square feet**, more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b). Reference drawing: 21-717.

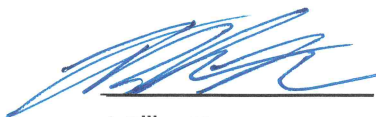


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 11/16/21

J. Dillon Means

Registered Professional Land Surveyor No. 6770

Revised 11-16-2021

LINE	BEARING	DISTANCE
L1	N 80°28'36" E	1.61'
L2	S 11°29'57" E	36.54'
L3	S 16°05'03" E	49.17'
L4	S 21°40'17" E	48.36'
L5	S 30°46'36" E	85.31'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	850.01'	22.44'	1°30'45"	N 46°06'09" W	22.44'
C2	1,203.59'	95.25'	4°32'03"	N 13°48'20" W	95.22'
C3	1,260.01'	37.08'	1°41'11"	N 39°21'46" E	37.08'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

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(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

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SURVEYOR'S CERTIFICATE:

I, DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, TSPS STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



REVISED 11-29-21

**TSPS STANDARD LAND SURVEY PLAT
OF A
0.117 ACRE PUBLIC DRAINAGE EASEMENT
(5,077 SQUARE FEET)
PORTION OF TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**



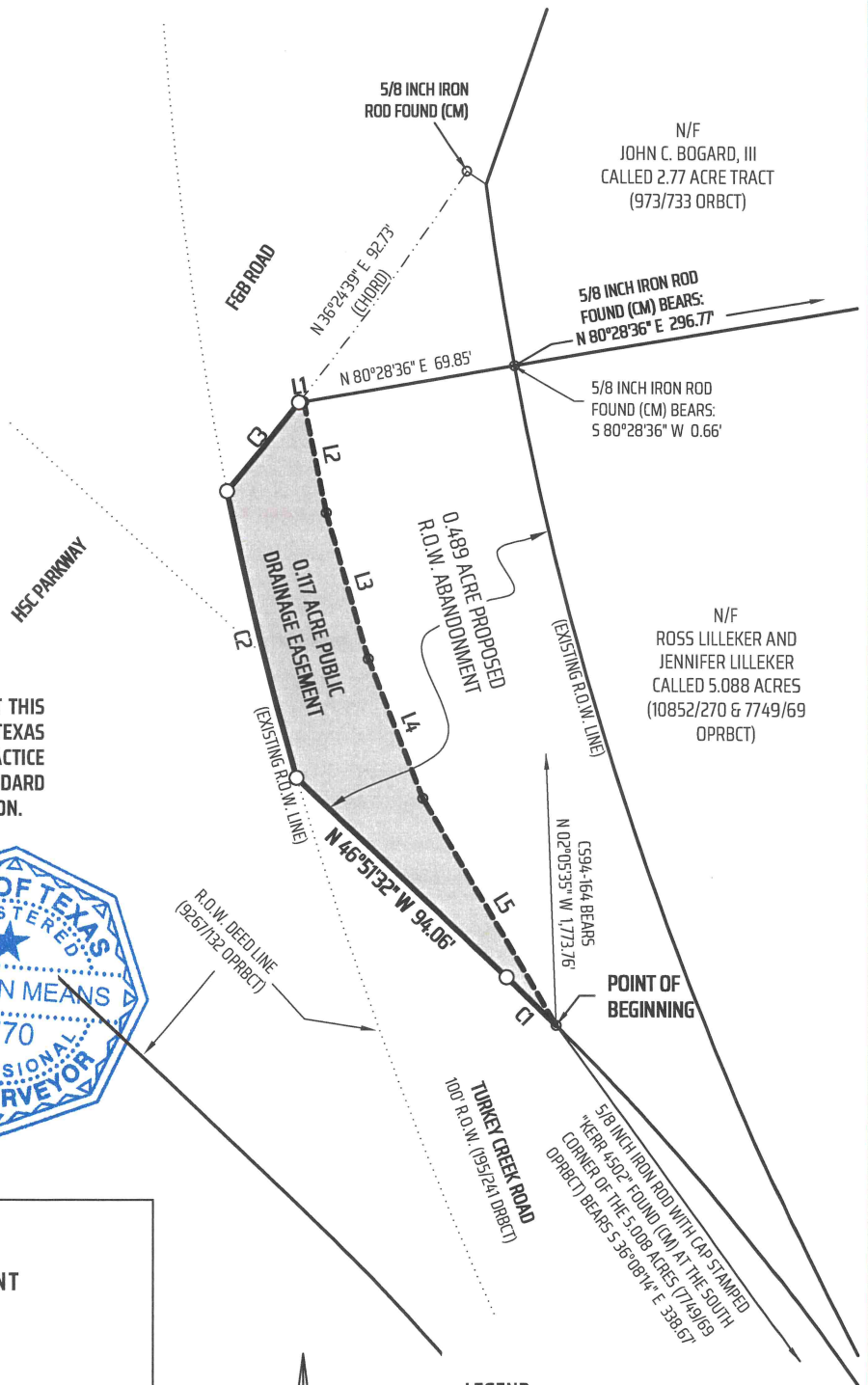
"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 11-16-2021
JOB NUMBER: 21-923 | CAD NAME: 21-923
POINT FILE: 21-542 (job)
DRAWN BY: WJB CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

SCALE: 1" = 60'

LEGEND:

- DRBCT = DEED RECORDS OF BRAZOS COUNTY TEXAS
- ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
- OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
- 123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
- N/F = NOW OR FORMERLY
- () = RECORD INFORMATION
- ○ = 1/2 INCH IRON ROD WITH CAP STAMPED "KERR SURVEYING" FOUND UNLESS OTHERWISE NOTED





**FIELD NOTES DESCRIPTION
OF A
0.117 ACRE PUBLIC DRAINAGE EASEMENT
3603 SQUARE FEET
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.117 OF AN ACRE IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A PROPOSED 0.489 ACRE RIGHT-OF-WAY ABANDONMENT OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 3603 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, through the right-of-way of Turkey Creek Road, N 36° 08' 14" W a distance of 338.67 feet to a point on the southwest line of said 0.489 acres and the **POINT OF BEGINNING** of this herein described tract, for reference City of College Station control monument C594-164 bears N 02° 05' 35" W a distance of 1773.76 feet;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following two (2) courses:

- 1) along a curve to the left having a radius of **850.01 feet**, a delta angle of **01° 30' 45"**, and arc distance of **22.44 feet**, and a chord which bears **N 46° 06' 09" W** a distance of **22.44 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 2) **N 46° 51' 32" W** a distance of **94.06 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the existing westerly line of Turkey Creek Road for the southwest corner hereof;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59 feet**, a delta angle of **04° 32' 03"**, an arc distance of **95.25 feet** and a chord which bears **N 13° 48' 20" W** a distance of **95.22 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01 feet**, a delta angle of **01° 41' 11"**, an arc distance of **37.08 feet** and a chord which bears **N 39° 21' 46" E** a distance of **37.08 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set

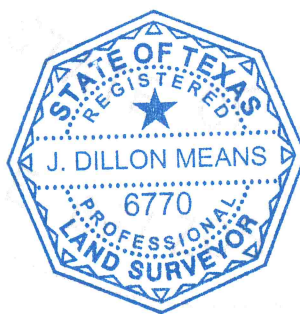
on the extension of the common line of said 5.088 acre tract and a called 2.77 acre tract conveyed to John C. Bogard, III, in Volume 973, Page 733 of the Official Records of Brazos County, Texas (ORBCT), for the northwest corner of this herein described tract;

THENCE, continuing through said right-of-way and along the extension of the common line of said 5.088 acre tract and said 2.77 acre tract, with the northwest line of said 0.489 acre tract, **N 80° 28' 36" E** for a distance of **1.61 feet** to the northeast corner hereof, from which a calculated point on the existing easterly line of Turkey Creek Road, at the northwest corner of said 5.088 acre tract and the northeast corner of said 0.489 acre tract, bears **N 80° 28' 36" E** a distance of 69.85 feet;

THENCE, continuing through said right-of-way of Turkey Creek Road, and through said 0.489 acres, for the following four (4) courses:

- 1) **S 11° 29' 57" E** a distance of **36.54 feet** to a point;
- 2) **S 16° 05' 03" E** a distance of **49.17 feet** to a point;
- 3) **S 21° 40' 17" E** a distance of **48.36 feet** to a point;
- 4) **S 30° 46' 36" E** a distance of **85.31 feet** to the **POINT OF BEGINNING** hereof, and containing **0.117 acres** (5,077 square feet), more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b). Reference drawing: 21-923.

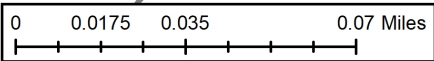
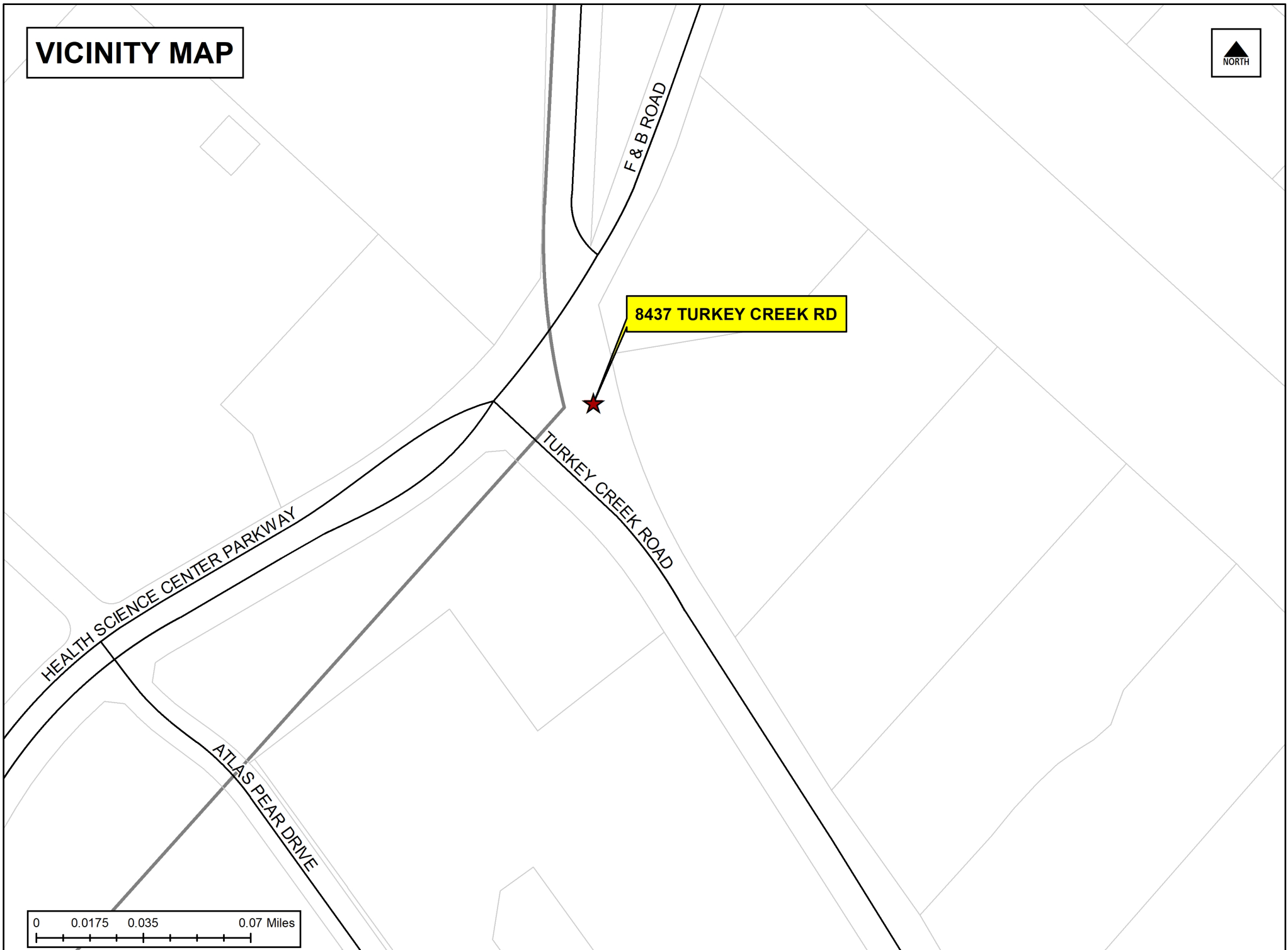


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J. Dillon Means
Registered Professional Land Surveyor No. 6770
Revised 11-29-21

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

VICINITY MAP



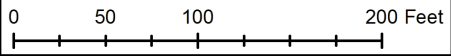
LOCATION MAP



HEALTH SCIENCE CENTER PARKWAY

TURKEY CREEK ROAD

ROW DEDICATION TO BE ABANDONED
0.489 ACRES



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) **\$799**
- ☐ 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):

Row located on Turkey Creek Rd. . 489 Acres in the J.H. Jones
League, Abstract 260, College Station, TX 77845, Brazos County

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name ROSS + JENNIFER LILLEKER E-mail mrsmodelt@hotmail.com
 Street Address 8437 TURKEY CREEK ROAD
 City COLLEGE STATION State TX Zip Code 77845
 Phone Number 979-218-4083 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name ROSS + Jennifer Lilleker E-mail mrsmodelt@hotmail.com
 Street Address: 8437 Turkey Creek Rd
 City College Station State TX Zip Code 77845
 Phone Number 979-218-4083 or 5148 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.

Jennifer Lilleker
Signature and title

8-27-11
Date

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 none - 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:

The property is surrounded on two of the three sides by public roadway, and there are no public utilities crossing the tract. A 10' PUE will be created along the Turkey Creek Road side of the abandonment area.

8. That there is no current public need or use for the easement or right-of-way because:

The adjacent landowner has been using this area since the intersection of Turkey Creek Road and HSC Parkway was constructed in 2010.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

There is adequate public right of way remaining for future use. The adjacent land is unplatted, so should the tract redevelop in the future the city would be able to obtain easements or ROW via platting in the future. A 10' PUE will be dedicated on the Turkey Creek Road side of the abandonment area.

10. That all public utilities have access to serve current and future customers because:

They are not affected by this ROW abandonment. A 10' PUE will be dedicated on the Turkey Creek Road side of the abandonment.

11. Such public right-of-way/easement has been and is being used as follows:

Fenced yard and access drive for the adjacent property owner seeking the abandonment.

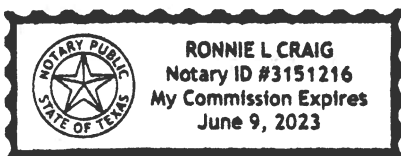
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Jennifer Heller - owner
Signature and title

8-27-21
Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 27th day of AUGUST, ~~2009~~ ²⁰²¹ by _____.



Notary Public in and for
the State of Texas

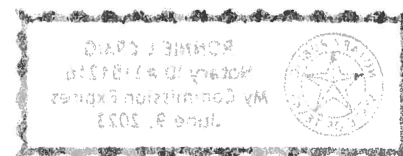
**Application for Abandonment of
a Public Right-of-Way/Easement**

Location: _____

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.





**FIELD NOTES DESCRIPTION
OF A
0.489 ACRE TRACT
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.489 ACRES IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 0.489 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, along the northeast line of Turkey Creek Road, **N 32° 06' 30" W** a distance of **7.71** feet to a 5/8 inch iron rod with cap stamped "KERR 4502" found and the **POINT OF BEGINNING** of this herein described tract;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following three (3) courses:

- 1) N 32° 36' 21" W** a distance of **142.85** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for a point of curvature;
- 2) along a curve to the left** having a radius of **850.01** feet, a delta angle of **14° 15' 11"**, and arc distance of **211.45** feet, and a chord which bears **N 39° 43' 56" W** a distance of **210.91** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for the end of said curve;
- 3) N 46° 51' 32" W** a distance of **94.06** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the existing westerly line of Turkey Creek Road for a point of curvature;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59** feet, a delta angle of **04° 32' 03"**, an arc distance of **95.25** feet and a chord which bears **N 13° 48' 20" W** a distance of **95.22** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01** feet, a delta angle of **01° 41' 11"**, an arc distance of **37.08** feet and a chord which bears **N 39° 21' 46" E** a distance of **37.08** feet to a 1/2 inch iron rod set on the extension of the common line

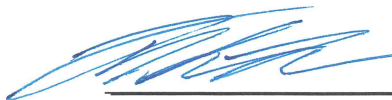
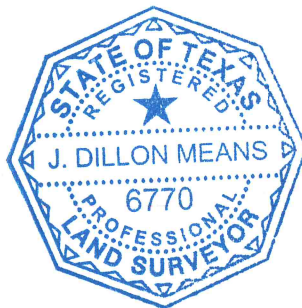
of said 5.088 acre tract and a called 2.77 acre tract conveyed to John C. Bogard, III, in Volume 973, Page 733 of the Official Records of Brazos County, Texas (ORBCT) and the northwest corner of this herein described tract;

THENCE, continuing through said right-of-way and along the extension of the common line of said 5.088 acre tract and said 2.77 acre tract, **N 80° 28' 36" E**, at 70.80 feet pass a 5/8 inch iron rod found, continue on a total distance of **71.46** feet to a calculated point on the existing easterly line of Turkey Creek Road for the northeast corner of this herein described tract, for reference a 5/8 inch iron rod found marking an angle point in said common line bears **N 80° 28' 36" E** a distance of 296.77 feet and also for reference College Station control monument C594-164 bears **N 01° 52' 57" W** a distance of 1560.54 feet;

THENCE, along the existing easterly line of Turkey Creek Road, same being the westerly line of said 5.088 acre tract, for the following two (2) courses:

- 1) along a curve to the left having a radius of **1103.59** feet, a delta angle of **21° 39' 13"**, an arc distance of **417.08** feet, and a chord which bears **S 21° 16' 54" E** a distance of **414.60** feet to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set for the end of said curve;
- 2) **S 32° 06' 30" E** a distance of **110.37** feet to the **POINT OF BEGINNING** hereof, and containing **0.489** acres, more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b).



11/17/21

J. Dillon Means
Registered Professional Land Surveyor No. 6770
Revised 11-17-21

KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



**FIELD NOTES DESCRIPTION
OF A
10' PUBLIC UTILITY EASEMENT
4093 SQUARE FEET
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 4093 SQUARE FEET IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A PROPOSED 0.489 ACRE RIGHT-OF-WAY ABANDONMENT OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 4093 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, along the northeast line of Turkey Creek Road, N 32° 06' 30" W a distance of 7.71 feet to a 5/8 inch iron rod with cap stamped "KERR 4502" found and the **POINT OF BEGINNING** of this herein described tract, for reference City of College Station control monument CS94-164 bears N 07° 16' 33" W a distance of 2056.24 feet;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following three (3) courses:

- 1) N 32° 36' 21" W** a distance of **142.85 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for a point of curvature;
- 2) along a curve to the left** having a radius of **850.01 feet**, a delta angle of **14° 15' 11"**, and arc distance of **211.45 feet**, and a chord which bears **N 39° 43' 56" W** a distance of **210.91 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 3) N 46° 51' 32" W** a distance of **94.06 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the existing westerly line of Turkey Creek Road for a point of curvature;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59 feet**, a delta angle of **04° 32' 03"**, an arc distance of **95.25 feet** and a chord which bears **N 13° 48' 20" W** a distance of **95.22 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01 feet**, a delta angle of **01° 41' 11"**, an arc distance of **37.08 feet** and a chord which bears **N 39° 21' 46" E** a distance of **37.08 feet** to the north corner of this herein described easement;

THENCE, continuing through said right-of-way of Turkey Creek Road for the following three (3) courses:

- 1) **N 80° 28' 36" E** a distance of **14.89 feet** to a point of curvature;
- 2) along a curve to the right having a radius of **1270.02 feet**, a delta angle of **01° 57' 58"**, an arc distance of **43.58 feet** and a chord which bears **S 39° 00' 11" W** a distance of **43.58 feet** to the end of said curve;
- 3) along a curve to the left having a radius of **1193.59 feet**, a delta angle of **04° 10' 13"**, an arc distance of **86.88 feet**, and a chord which bears **S 13° 51' 20" E** a distance of **86.86 feet** to the end of said curve;
- 4) **S 46° 51' 32" E** a distance of **91.30 feet** to a point of curvature;
- 5) along a curve to the right having a radius of **860.01 feet**, a delta angle of **09° 23' 45"**, an arc distance of **4141.03 feet**, and a chord which bears **S 42° 09' 39" E** a distance of **140.87 feet** to the end of said curve on the existing easterly line of FM 2513;

THENCE, along the existing easterly line of Turkey Creek Road, same being the westerly line of said 5.088 acre tract, for the following two (2) courses:

- 1) along a curve to the left having a radius of **1103.59 feet**, a delta angle of **05° 28' 41"**, an arc distance of **105.51 feet**, and a chord which bears **S 29° 22' 10" E** a distance of **105.47 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 2) **S 32° 06' 30" E** a distance of **110.37 feet** to the **POINT OF BEGINNING** hereof, and containing **4093 square feet**, more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b). Reference drawing: 21-717.

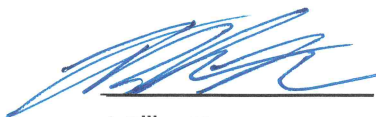


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 11/16/21

J. Dillon Means

Registered Professional Land Surveyor No. 6770

Revised 11-16-2021



**FIELD NOTES DESCRIPTION
OF A
0.117 ACRE PUBLIC DRAINAGE EASEMENT
3603 SQUARE FEET
J. H. JONES LEAGUE, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.117 OF AN ACRE IN THE J. H. JONES LEAGUE, ABSTRACT 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A PROPOSED 0.489 ACRE RIGHT-OF-WAY ABANDONMENT OF THE 100' RIGHT-OF-WAY OF TURKEY CREEK ROAD RECORDED IN VOLUME 195, PAGE 241 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID 3603 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with cap stamped "KERR 4502" found on the northeast line of Turkey Creek Road marking the south corner of a called 5.008 acre tract conveyed to Ross Lilleker and Jennifer Lilleker in Volume 7749, Page 69 of the Official Public Records of Brazos County, Texas (OPRBCT);

THENCE, through the right-of-way of Turkey Creek Road, N 36° 08' 14" W a distance of 338.67 feet to a point on the southwest line of said 0.489 acres and the **POINT OF BEGINNING** of this herein described tract, for reference City of College Station control monument C594-164 bears N 02° 05' 35" W a distance of 1773.76 feet;

THENCE, through said right-of-way of Turkey Creek Road, 100.00 feet from and parallel to the realigned southwest line of Turkey Creek Road as conveyed to the City of Bryan in Volume 9267, Page 132 (OPRBCT) for the following two (2) courses:

- 1) along a curve to the left having a radius of **850.01 feet**, a delta angle of **01° 30' 45"**, and arc distance of **22.44 feet**, and a chord which bears **N 46° 06' 09" W** a distance of **22.44 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found for the end of said curve;
- 2) **N 46° 51' 32" W** a distance of **94.06 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" found on the existing westerly line of Turkey Creek Road for the southwest corner hereof;

THENCE, along the existing westerly line of Turkey Creek Road and along a curve to the right having a radius of **1203.59 feet**, a delta angle of **04° 32' 03"**, an arc distance of **95.25 feet** and a chord which bears **N 13° 48' 20" W** a distance of **95.22 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set on the extension of the southeast line of HSC Parkway (9267/132 OPRBCT) for the end of said curve;

THENCE, through said right-of-way of Turkey Creek Road with the extension of the southeast line of HSC Parkway and along a curve to the left having a radius of **1260.01 feet**, a delta angle of **01° 41' 11"**, an arc distance of **37.08 feet** and a chord which bears **N 39° 21' 46" E** a distance of **37.08 feet** to a 1/2 inch iron rod with cap stamped "KERR SURVEYING" set

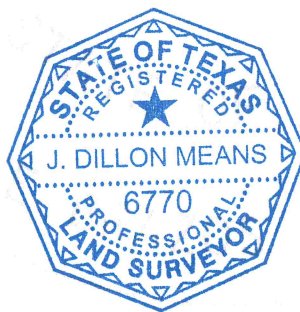
on the extension of the common line of said 5.088 acre tract and a called 2.77 acre tract conveyed to John C. Bogard, III, in Volume 973, Page 733 of the Official Records of Brazos County, Texas (ORBCT), for the northwest corner of this herein described tract;

THENCE, continuing through said right-of-way and along the extension of the common line of said 5.088 acre tract and said 2.77 acre tract, with the northwest line of said 0.489 acre tract, **N 80° 28' 36" E** for a distance of **1.61 feet** to the northeast corner hereof, from which a calculated point on the existing easterly line of Turkey Creek Road, at the northwest corner of said 5.088 acre tract and the northeast corner of said 0.489 acre tract, bears **N 80° 28' 36" E** a distance of 69.85 feet;

THENCE, continuing through said right-of-way of Turkey Creek Road, and through said 0.489 acres, for the following four (4) courses:

- 1) **S 11° 29' 57" E** a distance of **36.54 feet** to a point;
- 2) **S 16° 05' 03" E** a distance of **49.17 feet** to a point;
- 3) **S 21° 40' 17" E** a distance of **48.36 feet** to a point;
- 4) **S 30° 46' 36" E** a distance of **85.31 feet** to the **POINT OF BEGINNING** hereof, and containing **0.117 acres** (5,077 square feet), more or less.

Surveyed on the ground July 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Central Zone Grid North (NAD83) as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not areas) divide by a combined scale factor of 1.00010685810192 (calculated using geoid12b). Reference drawing: 21-923.



KERR
SURVEYING


J. Dillon Means
Registered Professional Land Surveyor No. 6770
Revised 11-29-21

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

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.

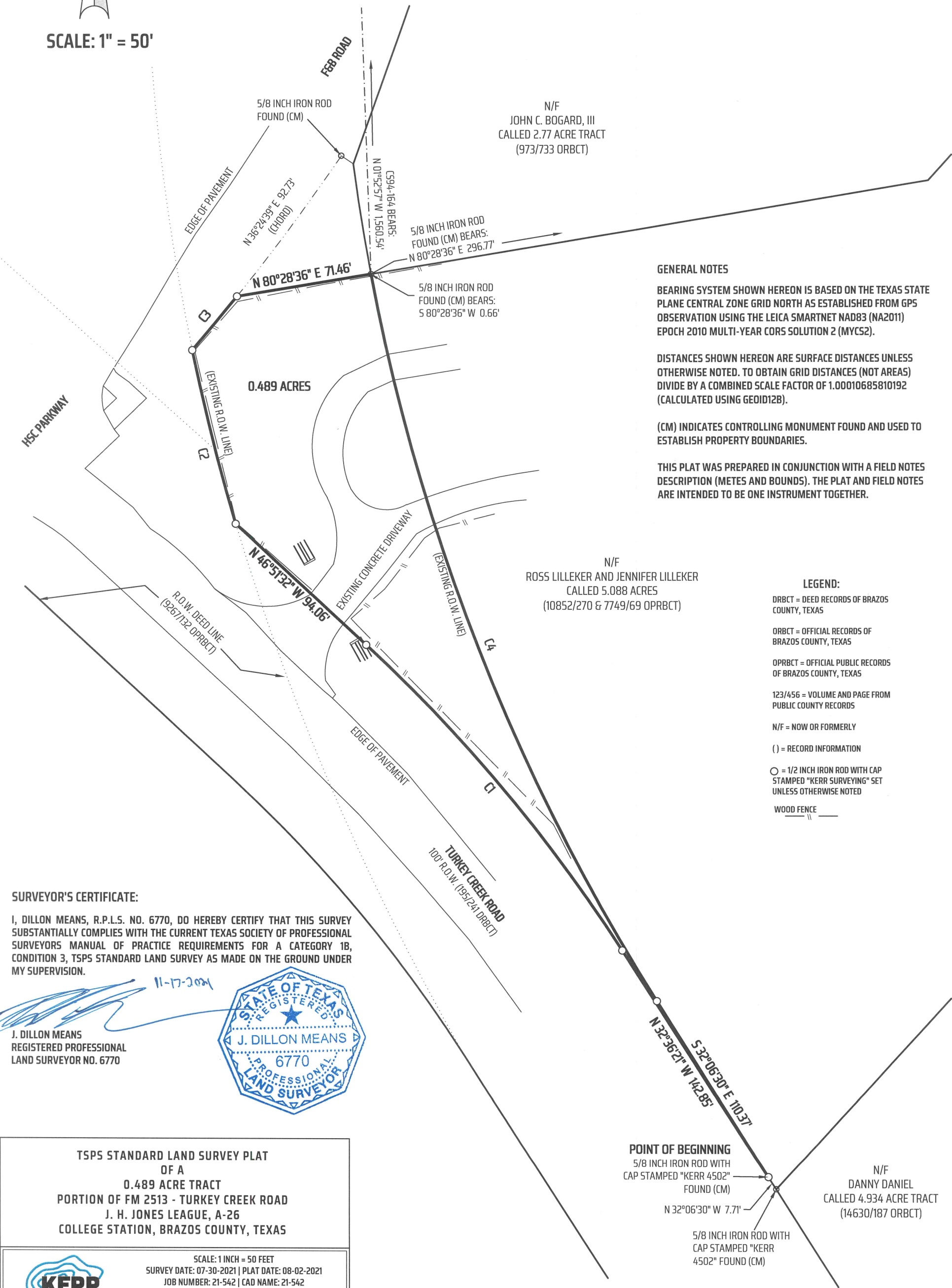
Jennifer + Ross Lilleher
8437 Turkey Creek Rd
College Station, TX 77845

Jennifer Lilleher

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	850.01'	14°15'11"	211.45'	N 39°43'56" W	210.91'
C2	1,203.59'	4°32'03"	95.25'	N 13°48'20" W	95.22'
C3	1,260.01'	1°41'11"	37.08'	N 39°21'46" E	37.08'
C4	1,103.59'	21°39'13"	417.08'	S 21°16'54" E	414.60'



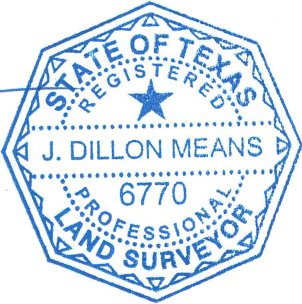
SCALE: 1" = 50'



SURVEYOR'S CERTIFICATE:

I, DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, TSPS STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



TSPS STANDARD LAND SURVEY PLAT
OF A
0.489 ACRE TRACT
PORTION OF FM 2513 - TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 08-02-2021
JOB NUMBER: 21-542 | CAD NAME: 21-542
POINT FILE: 21-542 (job)
DRAWN BY: NLBW CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPCLS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

REVISED 11-17-21

RADIUS=1,260.01'
ARC DIST=37.08'
DELTA=1°41'11"
TANGENT=18.54'
CHORD=N 39°21'46" E 37.08'

RADIUS=1,270.02'
ARC DIST=43.58'
DELTA=1°57'58"
TANGENT=21.79'
CHORD=S 39°00'11" W 43.58'

RADIUS=1,193.59'
ARC DIST=86.88'
DELTA=4°10'13"
TANGENT=43.46'
CHORD=S 13°51'20" E 86.86'

RADIUS=1,203.59'
DELTA=4°32'03"
ARC=95.25'
TANGENT=47.65'
CHORD=N 13°48'20" W 95.22'

RADIUS=860.01'
DELTA=9°23'45"
ARC=141.03'
TANGENT=70.67'
CHORD=S 42°09'39" E 140.87'

RADIUS=850.01'
DELTA=14°15'11"
ARC=211.45'
TANGENT=106.27'
CHORD=N 39°43'56" W 210.91'

RADIUS=1,103.59'
DELTA=5°28'41"
ARC=105.51'
TANGENT=52.80'
CHORD=S 29°22'10" E 105.47'

POINT OF BEGINNING
5/8 INCH IRON ROD WITH
CAP STAMPED "KERR
4502" FOUND (CM)

5/8 INCH IRON ROD WITH
CAP STAMPED "KERR
4502" FOUND (CM)

N/F
DANNY DANIEL
CALLED 4.934 ACRE TRACT
(14630/187 ORBCT)

N/F
JOHN C. BOGARD, III
CALLED 2.77 ACRE TRACT
(973/733 ORBCT)

N/F
ROSS LILLEKER AND
JENNIFER LILLEKER
CALLED 5.088 ACRES
(10852/270 & 7749/69
OPRBT)



SCALE: 1" = 60'

LEGEND:

- DRBCT = DEED RECORDS OF BRAZOS COUNTY TEXAS
- ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
- OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
- 123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
- N/F = NOW OR FORMERLY
- () = RECORD INFORMATION
- ○ = 1/2 INCH IRON ROD WITH CAP STAMPED "KERR SURVEYING" FOUND UNLESS OTHERWISE NOTED

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

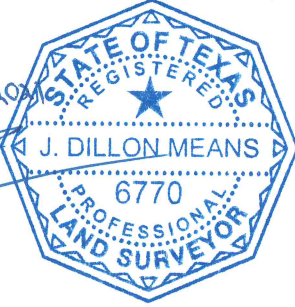
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010685810192 (CALCULATED USING GEOID12B).

(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.

SURVEYOR'S CERTIFICATE:

I, DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, TSPS STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.



J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770

**TSPS STANDARD LAND SURVEY PLAT
OF A
10' PUBLIC UTILITY EASEMENT
4093 SQUARE FEET
PORTION OF TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 08-27-2021
JOB NUMBER: 21-717 | CAD NAME: 21-717
POINT FILE: 21-542 (job)
DRAWN BY: NLBW CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

REVISED 11-16-21

LINE	BEARING	DISTANCE
L1	N 80°28'36" E	1.61'
L2	S 11°29'57" E	36.54'
L3	S 16°05'03" E	49.17'
L4	S 21°40'17" E	48.36'
L5	S 30°46'36" E	85.31'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	850.01'	22.44'	1°30'45"	N 46°06'09" W	22.44'
C2	1,203.59'	95.25'	4°32'03"	N 13°48'20" W	95.22'
C3	1,260.01'	37.08'	1°41'11"	N 39°21'46" E	37.08'

GENERAL NOTES

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DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010685810192 (CALCULATED USING GEOID12B).

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J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



REVISED 11-29-21

**TSPS STANDARD LAND SURVEY PLAT
OF A
0.117 ACRE PUBLIC DRAINAGE EASEMENT
(5,077 SQUARE FEET)
PORTION OF TURKEY CREEK ROAD
J. H. JONES LEAGUE, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**



"When one person stands
to gain over another, the
facts must be uncovered"

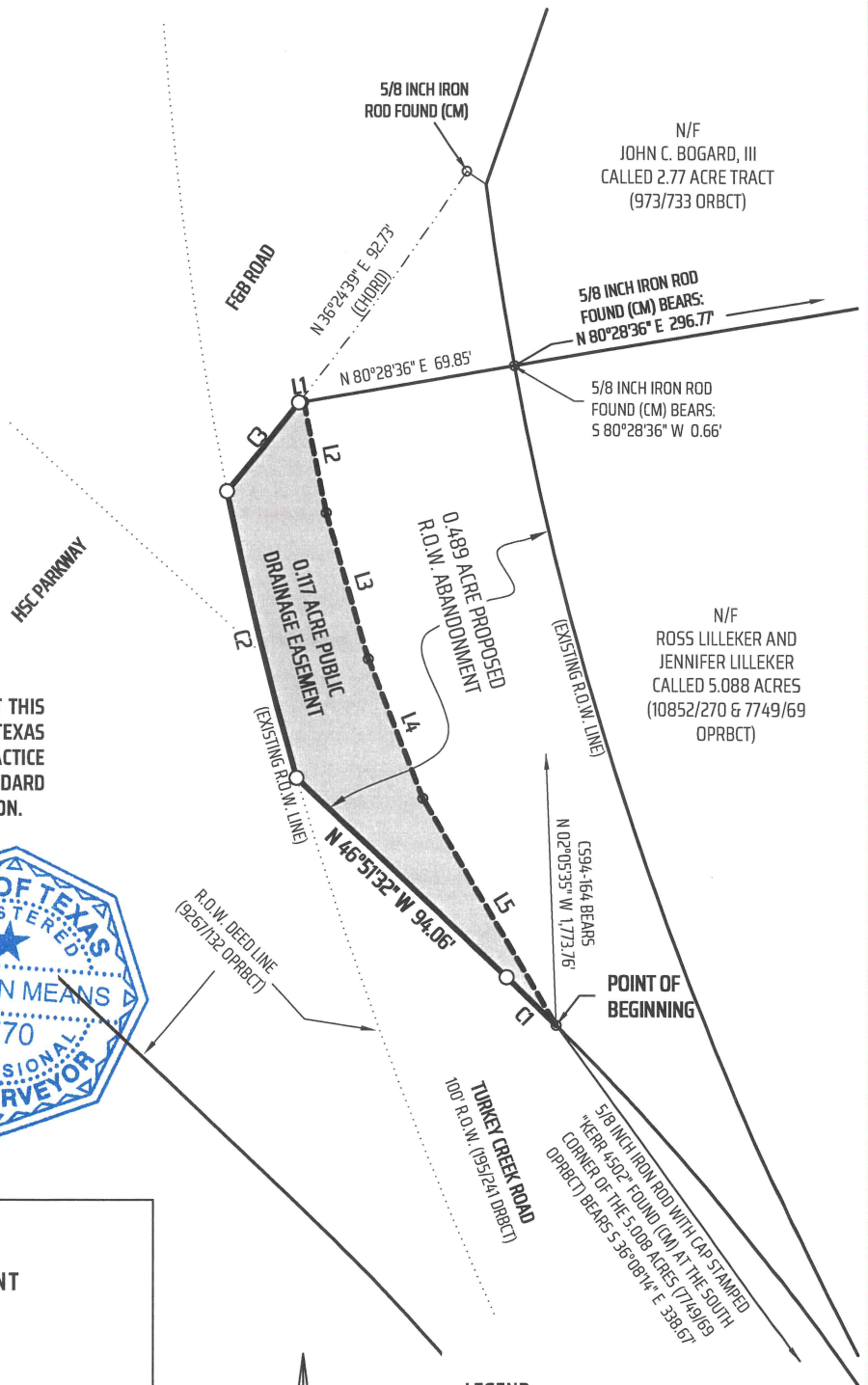
SCALE: 1 INCH = 60 FEET
SURVEY DATE: 07-30-2021 | PLAT DATE: 11-16-2021
JOB NUMBER: 21-923 | CAD NAME: 21-923
POINT FILE: 21-542 (job)
DRAWN BY: WJB CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



SCALE: 1" = 60'

LEGEND:

- DRBCT = DEED RECORDS OF BRAZOS COUNTY TEXAS
- ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
- OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
- 123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
- N/F = NOW OR FORMERLY
- () = RECORD INFORMATION
- ○ = 1/2 INCH IRON ROD WITH CAP STAMPED "KERR SURVEYING" FOUND UNLESS OTHERWISE NOTED



Application for Abandonment of
a Public Right-of-Way/Easement

Location: HSC Parkway and Turkey Creek Road

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: Korey LeMond
Title: 9/8/2021

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: HSC Parkway and Turkey Creek Road

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: _____
Title: _____

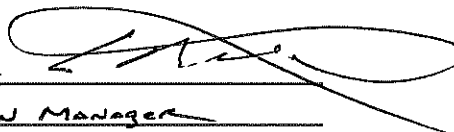
VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: Gray Burkhalter 
Title: Engineering Design Manager

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: HSC Parkway and Turkey Creek Road

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: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: Kevin Moseley

Title: OSP Engineering

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: HSC Parkway and Turkey Creek Road

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: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By:  _____

Title: Supervisor Operations 9.8.2021

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: HSC Parkway and Turkey Creek Road

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: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

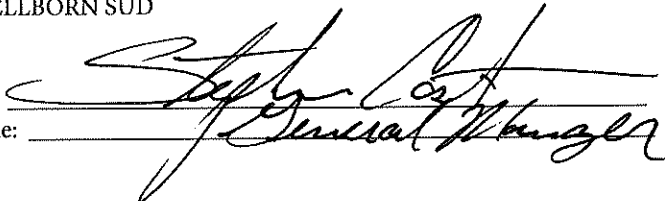
Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By:  _____

Title: General Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: HSC Parkway and Turkey Creek Road

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 

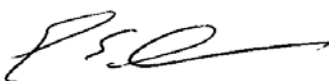
City Engineer
City of College Station

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: _____

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: Ross + Jennifer Lilliker
ADDRESS: 8437 Turkey Creek Rd
College Station, Tx 77845

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

January 13, 2022
Item No. 8.2.
8765 HSC Parkway

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 boundary from PDD Planned Development District and R Rural to PDD Planned Development District on approximately 21 acres located at 8765 HSC Parkway, generally located between Biomedical Way and State Highway 47.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their December 16, 2021 meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

Summary: The applicant is requesting a zoning change to bring the entire tract under a new Planned Development District with two different base zoning districts. Area 1 located on the northside of the new public street that cuts through the property will have a base zoning of MF Multi-Family. Area 2 on the southside will have a base zoning of GC General Commercial. The applicant has requested the proposed amendment to also allow reduced setbacks and parking flexibility. This an initial step toward developing a mixed-use destination adjacent to the BioCorridor.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Center. The Comprehensive Plan generally describes the Neighborhood Center land use designation as follows:

Neighborhood Center – Areas that are appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner and may be mixed vertically within structures. Neighborhood Centers should also incorporate consolidated parking facilities, access to transportation alternatives, open space and recreational facilities, and public uses.

The proposal for a mixed-use development with restaurants, retail, hospitality services, and apartments to be built at this site is consistent with the Comprehensive Plan. With easy access to Easterwood Airport and being in close proximity to the BioCorridor and Texas A&M Health Science Center, this development is providing a place of entertainment and living for those who work and play in the area. The proposed uses should build on the assets existing in the area while protecting and enhancing this primary gateway into the city.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage on SH 47 to the south and HSC Parkway to the north. Adjacent properties to the north and east are zoned PDD Planned Development District and BP Business Park. Adjacent properties are partially developed and continuing to build out with medical science facilities and laboratories. The proposed PDD zoning is appropriate in the context of the surrounding area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The proposed concept plan for the property totals approximately 21 acres, fronting on HSC Parkway and SH 47. The proposed zoning offers a higher and better use than the existing R Rural zoning and helps stimulate commercial development and density in the area. The development will help provide an atmosphere capable of creating a mix of uses desired for the BioCorridor area. Emphasis will be placed on walkability and internal connection around a central steady state retention pond with boardwalks and commercial tenant spaces surrounding it. The property is physically suitable for the proposed rezoning.

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 the City of College Station via extending existing 8" waterline infrastructure stubbed to the property. Wastewater service for this tract will be provided by the City of Bryan. Water and sewer capacity for the proposed development is currently available. 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 tract within the city limits has frontage on SH 47 frontage road. SH 47 is designated as a Freeway/Expressway on the City's Thoroughfare Plan. A traffic impact analysis was performed for the rezoning requested and did not identify any traffic mitigation needed beyond potential right-turn deceleration lanes for the proposed access locations.

5. The marketability of the property:

The applicant states that the proposed PDD will significantly increase the marketability of the property by providing a higher range of uses, more businesses, more accessibility and ultimately more economic opportunities.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this

Section;

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose, Intent and Community Benefits: The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The intent is to support the community and help collaborative innovation, along with meeting everyday needs of the community, residents, workers, employers, and researchers.

Base Zoning and Modifications Requested: At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the following base zoning districts, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

The base zoning district for Area 1 as shown on the Concept Plan shall be MF Multi-Family with the following modifications to the requirements:

- Overhead support cables for decorative lighting to be extended across Eubanks Lane between the multi-family structures to help create a sense of place and an attractive urban environment.

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 1 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 1 has been provided.
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 1 parking requirements.
- Angled head in parking shall be allowed along Eubanks Lane and this parking shall count toward the overall Area 1 parking requirements.

Section 12-5.2 Residential Dimensional Standards:

- Reduction in the front setback from 15' to 10'.

The base zoning district for Area 2 as shown on the Concept Plan shall be GC General Commercial with the following modifications to the requirements:

Section 12-5.4 Non-Residential Dimensional Standards:

- Reduction in the front setback from 25' to 15'.

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 2 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 2 has been provided.
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 2 parking requirements.
- Parking ratios and counts will be determined at Site Planning.

Section 12-7.6 Landscaping and Tree Protection:

The Landscaping shall be provided for the following purposes:

- To make available a walkable environment for residents, customers, guests and other users;
- To provide visual interest;
- To obscure the view of parking, loading and service areas;
- To provide protection from soil erosion; and
- To remove, reduce or absorb the impact between one use and another.

The landscaping requirements for Area 2 shall be determined for the entire area and individual lots or building plots do not have to meet landscape requirements as long as the minimum landscape requirements for the developed portion of Area 2 has been provided.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant's Supporting Information
7. Concept Plan

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 AFFECTING APPROXIMATELY 21 ACRES LOCATED AT 8765 HSC PARKWAY, GENERALLY LOCATED BETWEEN BIOMEDICAL WAY AND STATE HIGHWAY 47 FROM PDD PLANNED DEVELOPMENT DISTRICT AND R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT; 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”, Exhibit “B”, Exhibit “C” and Exhibit D** 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 13th day of January, 2022.

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 PDD Planned Development District and R Rural to PDD Planned Development District:

**METES AND BOUNDS DESCRIPTION
OF A
20.537 ACRE TRACT
J. H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 20.5424 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CAMWEST TRADITIONS LP RECORDED IN VOLUME 8555, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE NORTHEAST LINE OF RAYMOND STOTZER PARKWAY - STATE HIGHWAY 47 (R.O.W. VARIES) MARKING THE SOUTHEAST CORNER OF SAID 20.5424 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 5.591 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO M-MC-J PARTNERSHIP RECORDED IN VOLUME 11423, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 70° 29' 50" W ALONG THE NORTHEAST LINE OF STATE HIGHWAY 47 FOR A DISTANCE OF 1257.75 FEET (DEED CALL: N 70° 27' 18" W - 1258.16 FEET, 8555/167) TO A CONCRETE RIGHT-OF-WAY MARKER FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 151.398 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT RECORDED IN VOLUME 7874, PAGE 169 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 46° 49' 40" W ALONG THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND SAID 151.398 ACRE TRACT FOR A DISTANCE OF 287.09 FEET (DEED CALL: N 46° 47' 50" W - 286.64 FEET, 8555/167) TO A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 20.5424 ACRE TRACT AND THE SOUTH CORNER OF THE REMAINDER OF A CALLED 56.217 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT RECORDED IN VOLUME 7878, PAGE 273 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 43' 57" E ALONG THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND SAID REMAINDER OF 56.217 ACRE TRACT FOR A DISTANCE OF 889.53 FEET (DEED CALL: N 41° 44' 35" E - 889.55 FEET, 8555/167) TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF HSC PARKWAY (125' R.O.W.) MARKING THE NORTH CORNER OF SAID 20.5424 ACRE TRACT AND THE WEST CORNER OF THE REMAINDER OF A CALLED 324.83 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 18' 53" E ALONG THE NORTHEAST LINE OF SAID 20.5424 ACRE TRACT FOR A DISTANCE OF 1184.04 FEET (DEED CALL: S 47° 18' 00" E - 1184.16 FEET, 8555/167) TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 0.55 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 11256, PAGE 87 OF

THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 20.5424 ACRE TRACT AND THE NORTH CORNER OF SAID 5.591 ACRE TRACT;

THENCE: S 45° 50' 18" W ALONG THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND SAID 5.591 ACRE TRACT FOR A DISTANCE OF 394.34 FEET (DEED CALL: S 45° 50' 45" W - 394.39 FEET, 8555/167) TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 5.591 ACRE TRACT;

THENCE: S 46° 44' 13" E CONTINUING ALONG SAID COMMON LINE FOR A DISTANCE OF 295.74 FEET (DEED CALL: S 46° 38' 25" E - 295.80 FEET, 8555/167) TO THE **POINT OF BEGINNING** CONTAINING 20.537 ACRES OF LAND, AS SURVEYED ON THE GROUND NOVEMBER, 2015. SEE PLAT PREPARED NOVEMBER, 2015, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

\\JOBS\15-1004\15-1004.docx

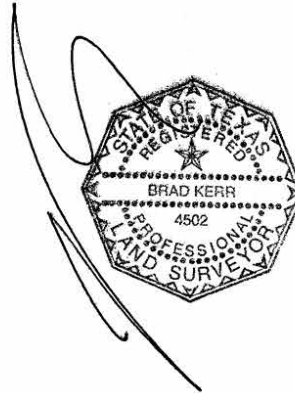


Exhibit B

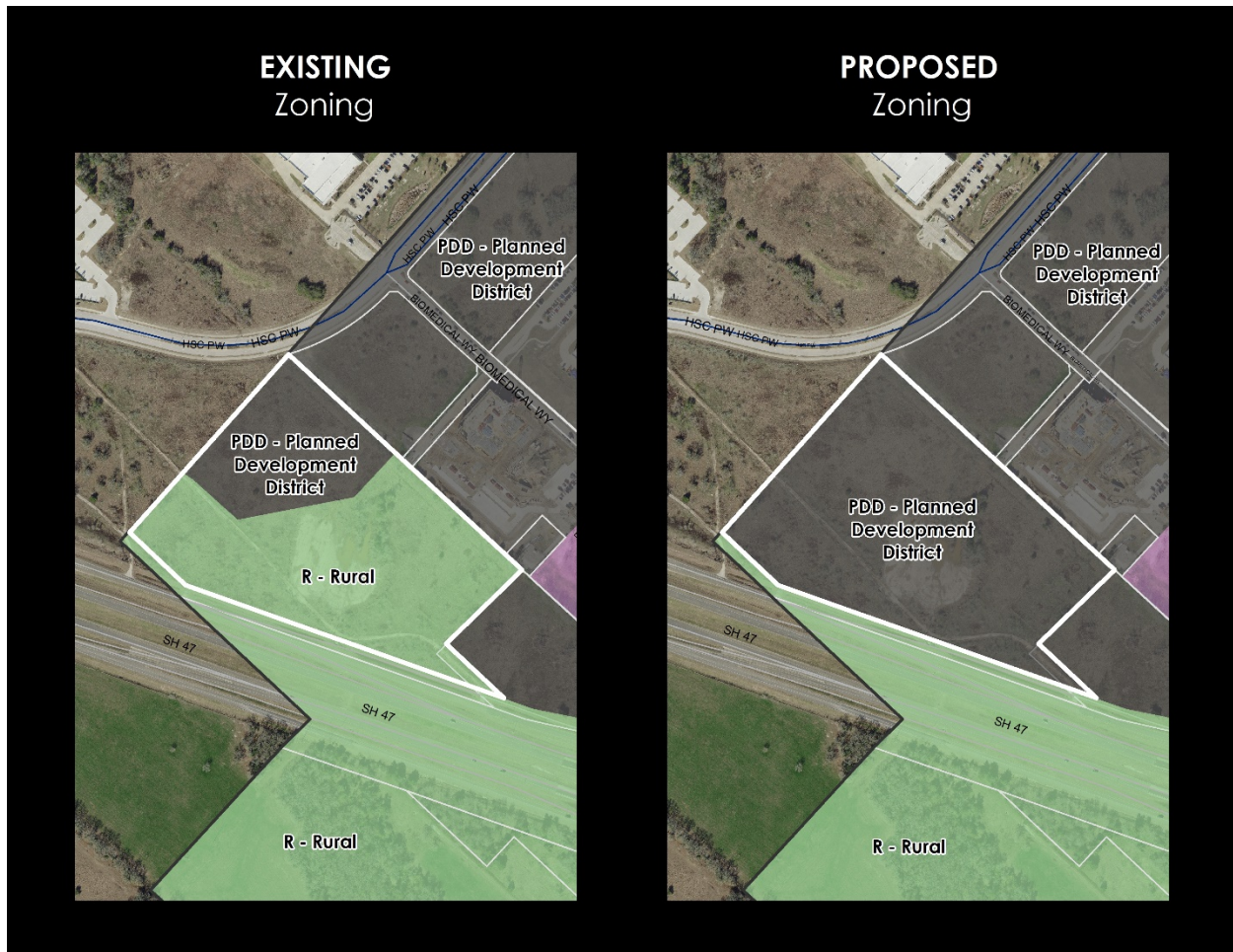


Exhibit C

Purpose, Intent and Community Benefits: The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The intent is to support the community and help collaborative innovation, along with meeting everyday needs of the community, residents, workers, employers, and researchers.

Base Zoning and Modifications Requested: At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the following base zoning districts, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

The base zoning district for Area 1 as shown on the Concept Plan shall be MF Multi-Family with the following modifications to the requirements:

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 1 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 1 has been provided.
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 1 parking requirements.
- Angled head in parking shall be allowed along Eubanks Lane and this parking shall count toward the overall Area 1 parking requirements.

Section 12-5.2 Residential Dimensional Standards:

- Reduction in the front setback from 15' to 10'.

The base zoning district for Area 2 as shown on the Concept Plan shall be GC General Commercial with the following modifications to the requirements:

Section 12-5.4 Non-Residential Dimensional Standards:

- Reduction in the front setback from 25' to 15'.

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 2 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 2 has been provided.

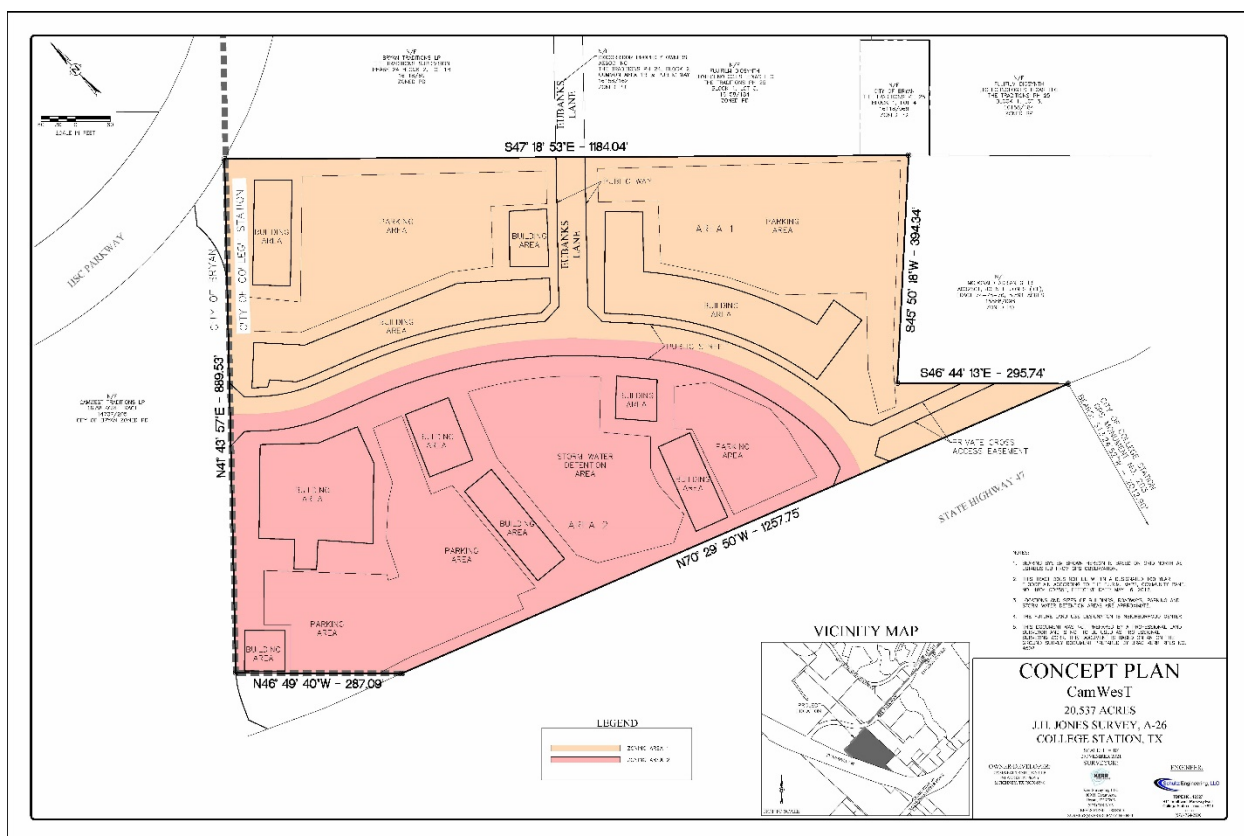
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 2 parking requirements.
- Parking ratios and counts will be determined at Site Planning.

Section 12-7.6 Landscaping and Tree Protection:

The Landscaping shall be provided for the following purposes:

- To make available a walkable environment for residents, customers, guests and other users;
- To provide visual interest;
- To obscure the view of parking, loading and service areas;
- To provide protection from soil erosion; and
- To remove, reduce or absorb the impact between one use and another.
- The landscaping requirements for Area 2 shall be determined for the entire area and individual lots or building plots do not have to meet landscape requirements as long as the minimum landscape requirements for the developed portion of Area 2 has been provided.

Exhibit D



VICINITY MAP

CAMWEST
MASTER PLAN DEVELOPMENT
REZ2021-000011

HARVEY MICHELL PARKWAY SOUTH

HARVEY ROAD

ROCK PRAIRIE ROAD

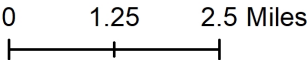
WILLIAM D
WELBORN ROAD

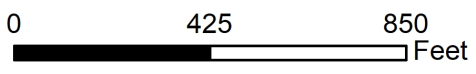
FITCH PARKWAY

STATE HIGHWAY 6 S

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

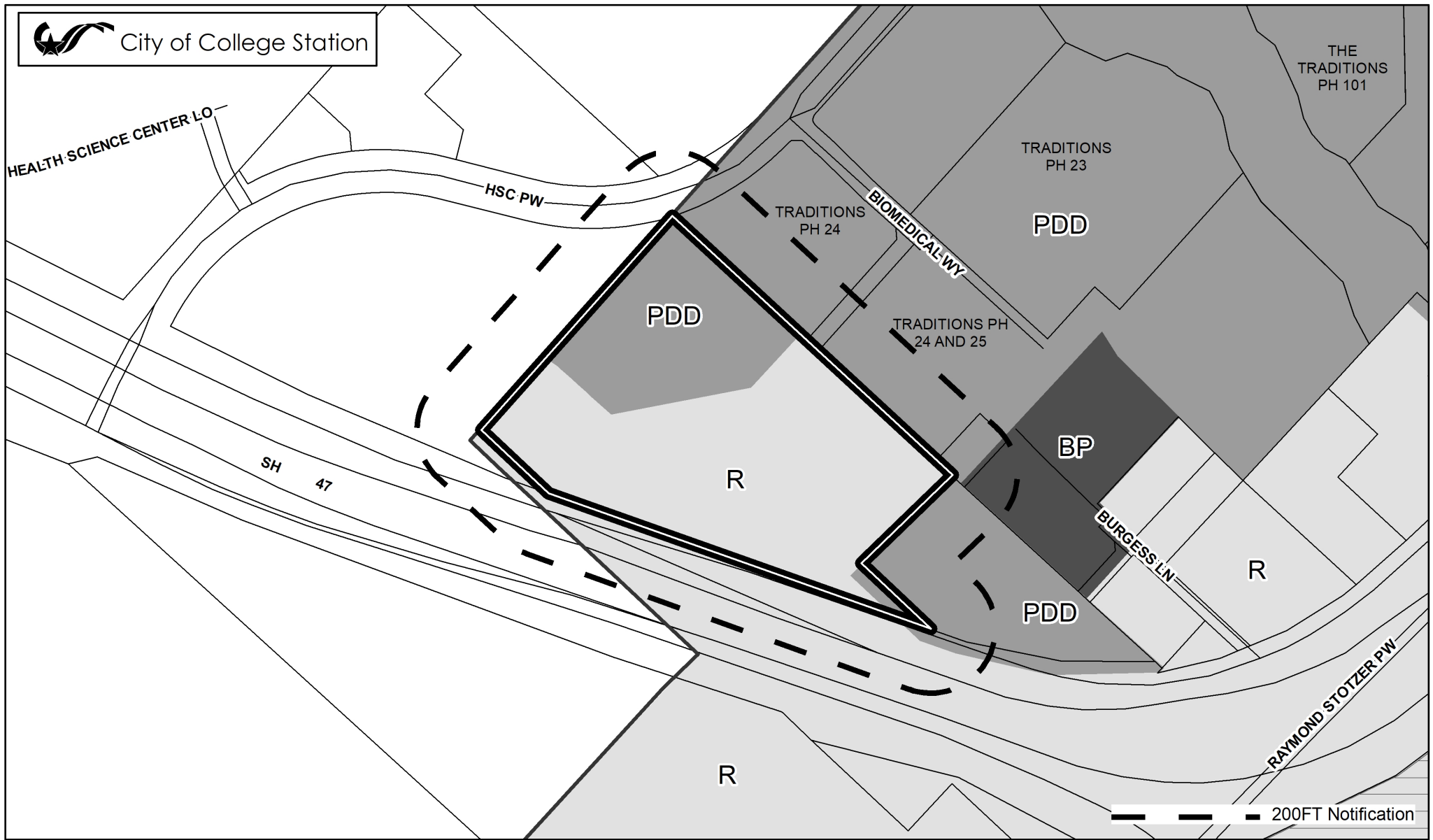




**CAMWEST
MASTER PLAN DEVELOPMENT**

Case:
REZ2021-000011

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	Krenek 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



0 425 850 Feet

**CAMWEST
MASTER PLAN DEVELOPMENT**

Case:
REZ2021-000011

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: December 16, 2021

Advertised Council Hearing Date: January 13, 2022

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:

None

Property owner notices mailed: 8
Contacts in support: 1
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

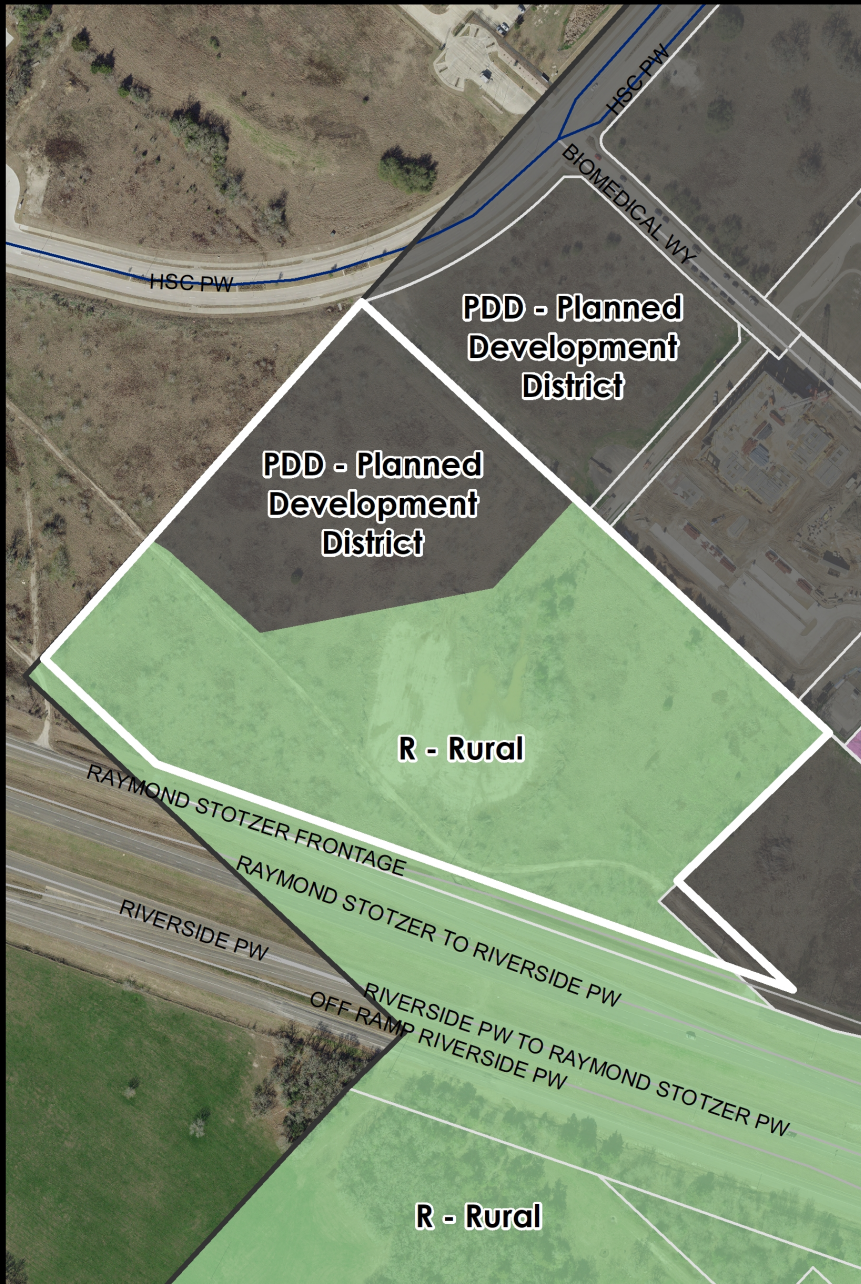
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Business Center	PDD Planned Development District	Fujifilm Diosynth Biotechnologies
South	n/a	R Rural	State Highway 47
East	Urban Residential	PDD Planned Development District and BP Business Park	undeveloped
West	n/a (City of Bryan)		undeveloped

DEVELOPMENT HISTORY

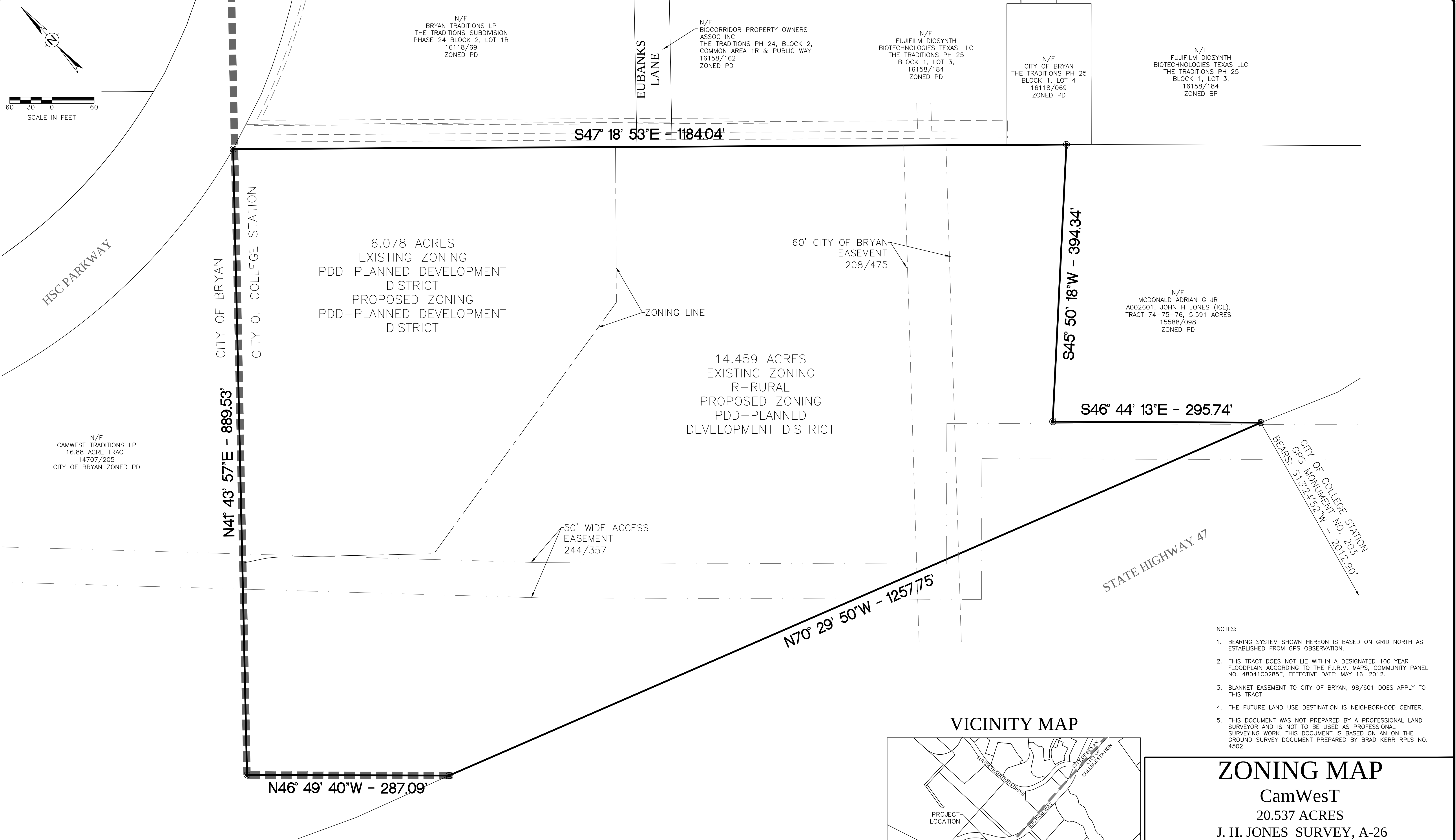
Annexation: 1995
Zoning: A-O Agricultural Open upon annexation
6.078 acres rezoned from R Rural to PDD Planned Development District (2016)
Final Plat: Unplatted
Site development: Undeveloped

EXISTING Zoning

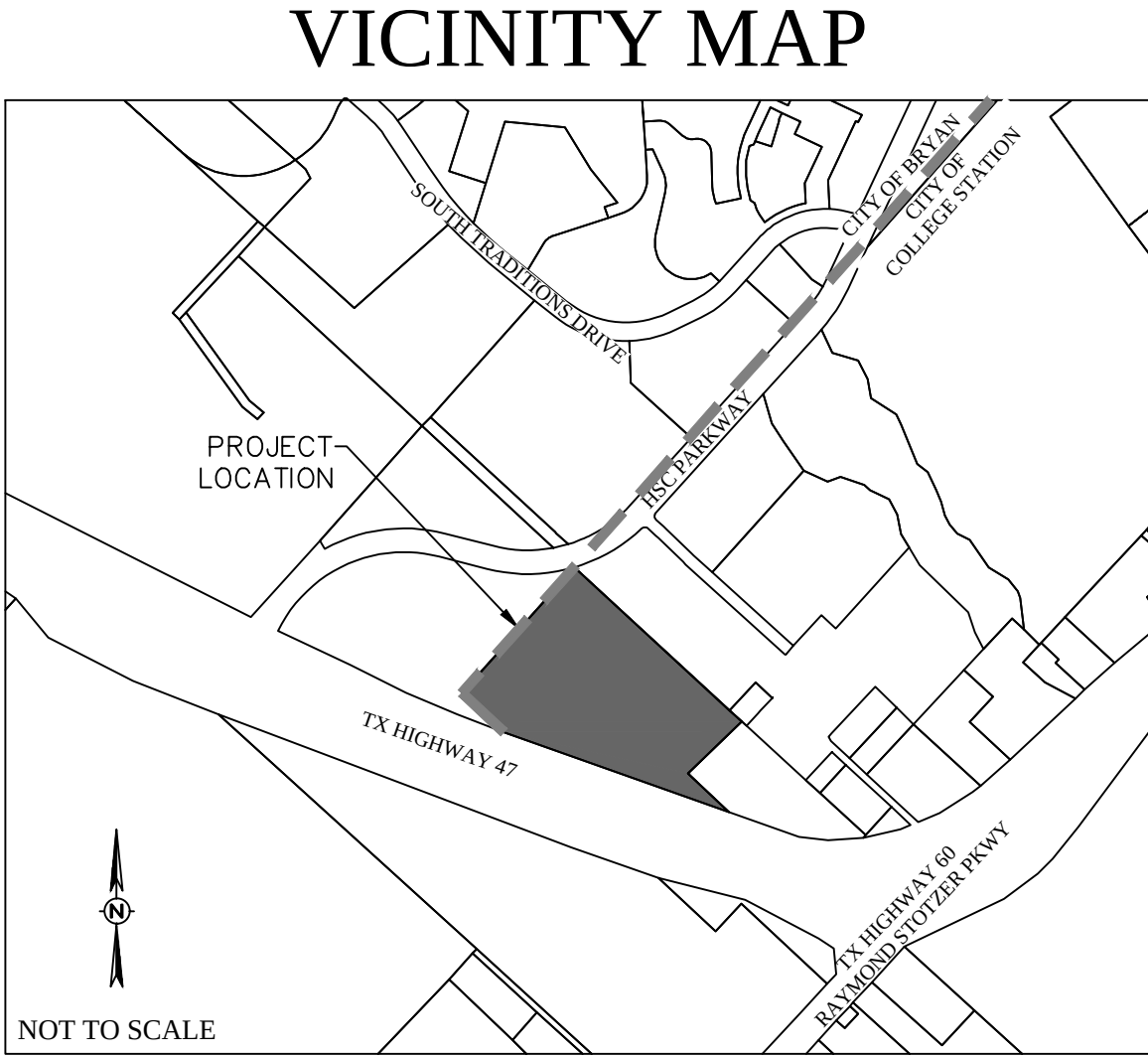


PROPOSED Zoning





- NOTES:
1. BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 2. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOODPLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0285E, EFFECTIVE DATE: MAY 16, 2012.
 3. BLANKET EASEMENT TO CITY OF BRYAN, 98/601 DOES APPLY TO THIS TRACT
 4. THE FUTURE LAND USE DESTINATION IS NEIGHBORHOOD CENTER.
 5. THIS DOCUMENT WAS NOT PREPARED BY A PROFESSIONAL LAND SURVEYOR AND IS NOT TO BE USED AS PROFESSIONAL SURVEYING WORK. THIS DOCUMENT IS BASED ON AN ON THE GROUND SURVEY DOCUMENT PREPARED BY BRAD KERR RPLS NO. 4502



ZONING MAP

CamWestT
20.537 ACRES
J. H. JONES SURVEY, A-26
COLLEGE STATION, TX

SCALE: 1" = 40'
NOVEMBER 2021

OWNER/DEVELOPER:
CAMWEST TRADITIONS LP
351 ADRIATIC PKWY
MCKINNEY, TX 75070-5540

SURVEYOR:

Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPELS FIRM # 10018500
SURVEYS@KERRSURVEYING.NET

ENGINEER:

Schultz Engineering, LLC
TBPE NO. 12327
911 Southwest Parkway East
College Station, Texas 77840
(979) 764-3900



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: CAMWEST MASTER PLAN DEVELOPMENT

Address: 8765 HSC PKWY

Legal Description: A002601, JOHN H JONES (ICL), TRACT 77.2, 20.5424 ACRES

Total Acreage: 20.537

Applicant: Weston Eubanks

Property Owner: CAMWEST TRADITIONS LP

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The subject tract anchors the BioCorridor with over 1,100 feet of frontage on HWY 47, direct access to the HSC Pkwy through Eubanks Lane, and is surrounded by developed and undeveloped tracts, all zoned PDD. As commercial development, single-family development, Texas A&M's RELLIS Campus, Texas A&M's Health Science Center and the BioCorridor continue to expand in the immediate area, so do traffic counts and improving real estate fundamentals that could perpetuate greater economic impact. A mixed-use master plan strategically located near HSC Pkwy and HWY 47 could help provide a critical mass of destination restaurant/retail, service restaurant retail, hospitality, and additional rooftops to help meet the morning, day and evening needs of residents, employees, employers, families, and the unemployed spouses that 'work, live and play' adjacent and near to the proposed project. It is our belief that a sustainable and holistic mixed-use project would accelerate future development, encourage corporate relocations, and ultimately have an even greater economic impact beyond the project itself by meeting the everyday needs of the community and providing a sense of place, entertainment, and life through a strategic and sustainable mixing of uses.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes, subject to the upcoming Comprehensive Plan Update. This zoning designation provides the flexibility to develop a mixed use-project that fits the nature of the Comprehensive Plan.

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 proposed development is not suitable for a Rural zoning designation and proposes a higher and better use including commercial development and density. The tract is also surrounded by access and infrastructure making it more development ready.

Explain the suitability of the property for uses permitted by the rezoning district requested.

This zoning designation provides the flexibility to develop a mixed use-project that share common elements including sidewalks, a boardwalk, common area detention (a steady state retention pond).

Explain the suitability of the property for uses permitted by the current zoning district.

This zoning designation provides the flexibility to develop a mixed use-project that share common elements including sidewalks, a boardwalk, common area detention (a steady state retention pond).

Explain the marketability of the property for uses permitted by the current zoning district.

The proposed zoning designation will significantly increase the marketability of the property by providing a range of higher and better uses, more businesses, more accessibility, and ultimately more economic impact.

List any other reasons to support this zone change.

We acquired this tract in 2008 with a long-term vision to support the community and help catalyst innovation, collaboration, along with meeting the everyday needs and wants that maximize the human experience where the community of residents, its employers, and academia synergize to make a difference in the world.

Maximum Building Height.

One to four story building heights.

Proposed Drainage.

A single steady state retention pond of approximately 1.9 acres will serve as a common element detention pond for all the proposed uses in the master plan. It follows the City of College Station and TXDOT based on a Drainage Analysis completed by our Civil Engineer.

Variations Sought.

N/A

Community Benefits.

N/A

Sustained Stability.

The proposed master plan will provide a sustained stability by complimenting the objectives of the BioCorridor, improving the competitiveness of the BioCorridor to attract future companies, and associated capital investments and high paying jobs, and meeting the everyday needs of families and professionals that work or live in the surrounding community. The current and future employers in the BioCorridor will benefit from optionality of lunch, dinner and hospitality options that benefit the company and its clients. The multifamily will help activate the development and support the restaurant/retail. The walkability, service retail and optionality inherent to the proposed density and mixing of uses will provide a holistic lifestyle that will improve the inherent incentive package and competitive advantage of the Brazos Valley BioCorridor that often competes in an Economic Development landscape with States and Communities that have a concentration of mixed-use developments targeting the professional community, their spouses, clients and families; all contributing to holistic lifestyles that retain talented labor and often influence relocation decisions.

Conformity.

This plan is in conformity with a Neighborhood Center by delivering one to four story buildings ranging from retail that includes restaurants and hospitality and a higher density of residential through the four-story multifamily project that help support the mixing of uses, all with an emphasis of walkability and access, and common elements that promote connectivity.

Compatibility with use.

The plan will be adjacent to the BioCorridor office and Companies with employees that are currently underserved and will immediately benefit from the proposed amenities. The plan is also contiguous to vacant tract zoned PD with an Urban Center use and the nature of this plan will compliment this tract.

Access to Streets.

The proposed residential dwellings will utilize Eubanks Lane and the future streets within the development that will provide integrated buffers between the uses without compromising on safety, walkability, or accessibility between the uses.

Public Improvements.

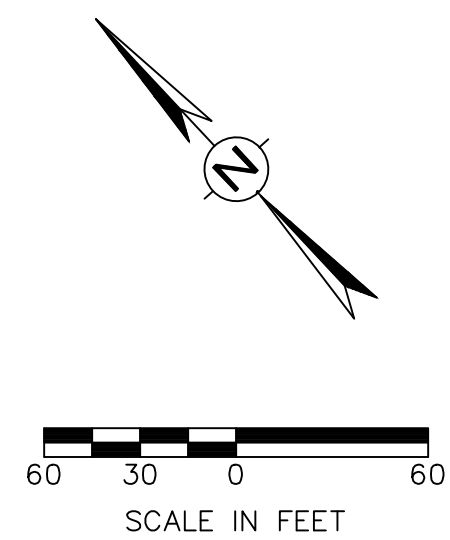
The proposed development will provide green space accessible to the public, raised streets that provide safety and access between uses, sidewalks that connect uses, and streets that provide cross-access between tracts as well as immediate access to HSC Pkwy through Eubanks Land and Hwy 47.

Public Health.

The plan will not be detrimental to the public health, safety, or be injurious to the public because it has been designed to meet the needs of the public with thoughtful consideration to traffic patterns, parking, driveways, access points, connectivity, and funneling vehicular flow and parking towards the exterior of the tract.

Safety.

The plan will have three points of ingress/egress to HSC Pkwy - two directly and one by way of Eubanks Lane, two to three access points to HWY 47 that are in alignment with TxDOT requirements, and cross access between tracts to promote safety and access. The plan will increase walkability with a connected network of sidewalks on and off the street, and will benefit from a bus stop within walking distance to the site to promote alternative modes of transportation.



N/F
BRYAN TRADITIONS LP
THE TRADITIONS SUBDIVISION
PHASE 24 BLOCK 2, LOT 1R
16118/69
ZONED PD

N/F
BIOCORRIDOR PROPERTY OWNERS
ASSOC INC
THE TRADITIONS PH 24, BLOCK 2,
COMMON AREA 1R & PUBLIC WAY
16158/162
ZONED PD

N/F
FUJIFILM DIOSYNTH
BIOTECHNOLOGIES TEXAS, LLC
THE TRADITIONS PH 25
BLOCK 1, LOT 3,
16158/184
ZONED PD

N/F
CITY OF BRYAN
THE TRADITIONS PH 25
BLOCK 1, LOT 4
16118/069
ZONED PD

N/F
FUJIFILM DIOSYNTH
BIOTECHNOLOGIES TEXAS, LLC
THE TRADITIONS PH 25
BLOCK 1, LOT 3,
16158/184
ZONED BP

N/F
MCDONALD ADRIAN G JR
A002601, JOHN H JONES (ICL),
TRACT 74-75-76, 5.591 ACRES
15588/098
ZONED PD

N/F
CAMWEST TRADITIONS LP
16.88 ACRE TRACT
14707/205
CITY OF BRYAN ZONED PD

N41° 43' 57"E - 889.53'

S47° 18' 53"E - 1184.04'

S45° 50' 18"W - 394.34'

S46° 44' 13"E - 295.74'

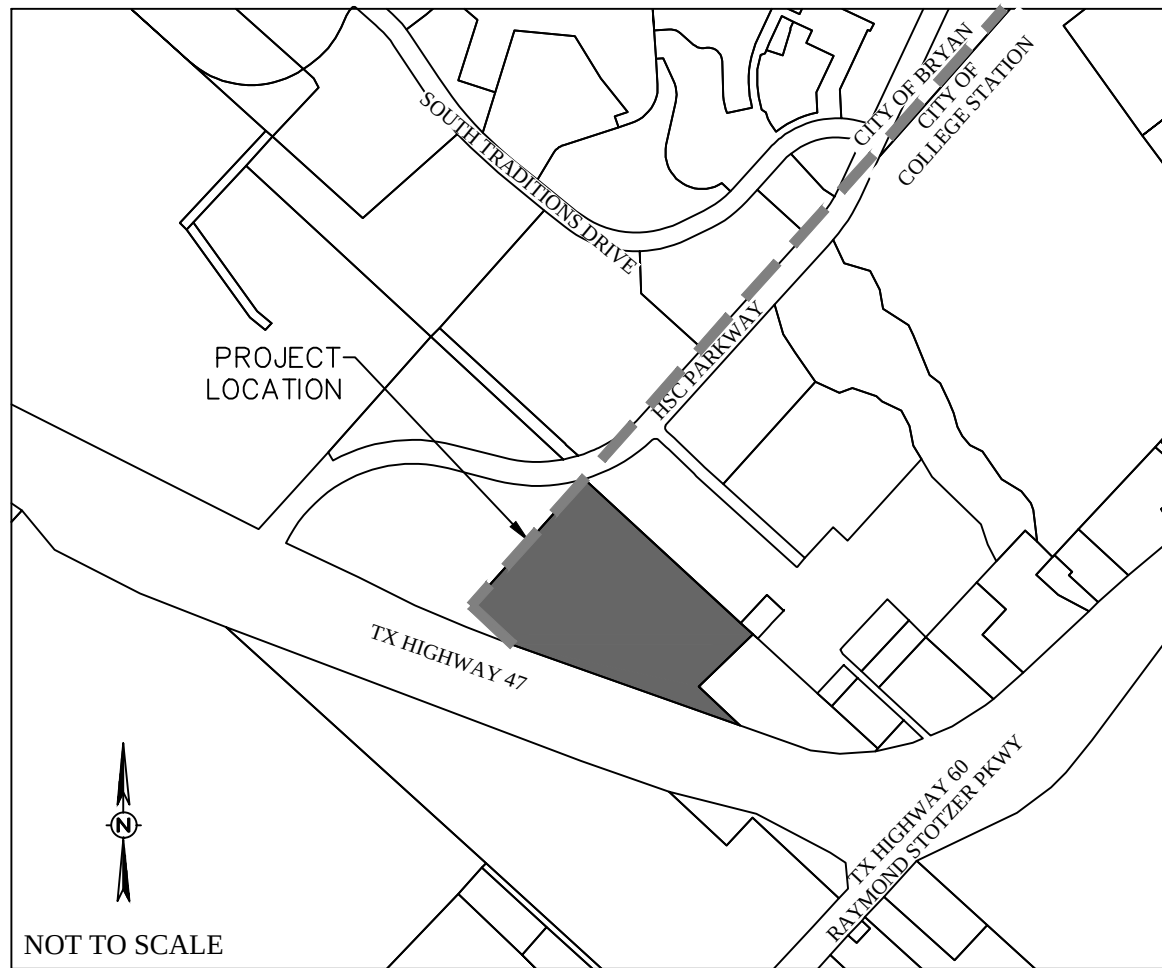
N70° 29' 50"W - 1257.75'

N46° 49' 40"W - 287.09'

LEGEND

ZONING AREA 1
ZONING AREA 2

VICINITY MAP



NOTES:

1. BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
2. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOODPLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0285E, EFFECTIVE DATE: MAY 16, 2012.
3. LOCATIONS AND SIZES OF BUILDINGS, ROADWAYS, PARKING AND STORM WATER DETENTION ARE APPROXIMATE.
4. THE FUTURE LAND USE DESIGNATION IS NEIGHBORHOOD CENTER.
5. THIS DOCUMENT WAS NOT PREPARED BY A PROFESSIONAL LAND SURVEYOR AND IS NOT TO BE USED AS PROFESSIONAL SURVEYING WORK. THIS DOCUMENT IS BASED ON AN ON THE GROUND SURVEY DOCUMENT PREPARED BY BRAD KERR RPLS NO. 4502

CONCEPT PLAN
CamWestT
20.537 ACRES
J.H. JONES SURVEY, A-26
COLLEGE STATION, TX

OWNER/DEVELOPER:
CAMWEST TRADITIONS LP
351 ADRIATIC PKWY
MCKINNEY, TX 75070-5540

SCALE: 1" = 40'
NOVEMBER 2021
SURVEYOR:



Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPE'S FIRM # 10018500
SURVEYS@KERRSURVEYING.NET

ENGINEER:



TBPE NO. 12327
911 Southwest Parkway East
College Station, Texas 77840
(979) 764-3900

January 13, 2022
Item No. 8.3.
Council-Appointed Board and Commission Representatives

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is an opportunity for Councilmembers to consider whether they wish to continue serving on a particular board or volunteer for another. The list of Council Appointed Representatives that could possibly be retiring are indicated with a yellow highlight, which was provided separately.

Budget & Financial Summary: None

Attachments:

1. 2022-2023 Council Appointed Reps v2



2022-2023 Council Appointed Representatives

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

Aggieland Humane Society

Peggy Sherman Appointed 8/20
Chris Perkins, Assistant Police Chief Appointed 3/21

Arts Council of the Brazos Valley (College Station Representatives)

Bob Brick Appointed 01/21
Patricia Burchfield Appointed 01/21 – 3-year terms (2024)
Coleen Bradfield Appointed 01/21 – 3-year terms (2024)

Blinn College Brazos County Advisory Committee

Karl Mooney Appointed 1/21
Bob Brick (Alternate) Appointed 1/21

Brazos Appraisal District

Ronald Kaiser Appointed 11/17; 10/11; 9/13; 9/15; 11/17; 1/20; 1/22

Brazos County Health Department

John Nichols Appointed 1/21
Linda Harvell Appointed 1/21

Brazos Valley Community Emergency Operations Center Policy Advisory Board

Karl Mooney Appointed 1/21
Linda Harvell (Alternate) Appointed 1/21

Brazos Valley Council of Governments Board of Directors

Karl Mooney Appointed 1/21

Brazos Valley Council of Governments Intergovernmental Committee

Karl Mooney (Chair) Appointed 1/15; 11/16; 1/21
Bob Brick Appointed 1/21

Brazos Valley Economic Development Corporation

Karl Mooney Appointed 1/21
Dennis Maloney Appointed 1/21
Caleb Holt Appointed 05/21 (3-yr term)

Brazos Valley Solid Waste Management Agency Board of Directors

Karl Mooney (Chair)	Appointed 10/11; 8/14 (1-yr term); 9/15; 9/18; 9/21 (3-yr term)
John Nichols	Appointed 10/16; 10/19 (3-yr term)
Bill Lartigue	Appointed 9/20 (3-yr term)

Brazos Valley Wide Area Communications System

Linda Harvell	Appointed 12/19; 1/21
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Bryan/College Station Metropolitan Planning Organization

Karl Mooney	Appointed 1/21
John Nichols	Appointed 1/21

Keep Brazos Beautiful

Caroline Ask	Appointed 3/21
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Regional Transportation Committee for Council of Governments

Bob Brick	Appointed 1/21
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RELLIS External Advisory Council

Bob Brick	Appointed 1/21
-----------	----------------

Sisters Cities

John Nichols	Appointed 1/19
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Spring Creek Local Government Corporation Services

Karl Mooney	Appointed 1/21-1/23
Linda Harvell	Appointed 2/20-2/22 (<i>Appointment in Jan. 13th but effective in Feb.</i>)
John Nichols	Appointed 12/19-12/21 (<i>Appointment in January 13th</i>)
Thomas Jackson (Citizen)	Appointed 01/20-1/22 (<i>Appt in January 27th w/ Committee Appts</i>)
Jane Kee (Citizen Member)	Appointed 2/17; 01/20-1/22 (<i>Appt in January 27th w/ Committee Appts</i>)

INTERNAL COMMITTEES

Architectural Advisory Committee

Bob Brick	Appointed 01/21
Karl Mooney	Appointed 02/20
Linda Harvell	Appointed 01/21
Ray Holliday (Citizen)	Appointed 01/20
Joe Fix (Citizen)	Appointed 01/21

Audit Committee

Karl Mooney (Chair)	Appointed 11/11
Linda Harvell	Appointed 12/19
Elizabeth Cunha	Appointed 01/21
Mike Ashfield	Appointed 01/20 (Appointment w/ Committee Appointments)
Lisa McMillin	Appointed 01/21

Budget and Finance

Karl Mooney	Appointed 1/21
John Nichols	Appointed 1/21
Dennis Maloney	Appointed 1/21

Compensation and Benefits

Elizabeth Cunha	Appointed 1/21
Bob Brick	Appointed 1/21
Karl Mooney	Appointed 1/21

Economic Development

Karl Mooney	Appointed 1/21
John Crompton	Appointed 1/21
John Nichols	Appointed 1/21

Transportation and Mobility

Elizabeth Cunha (BPG Chair)	Appointed 1/21
Bob Brick	Appointed 1/21
Linda Harvell (Chair)	Appointed 1/21
(BPG Chair was designated to Cunha by Harvell)	

January 13, 2022
Item No. 8.4.
Joint Relief Funding Review Committee Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the Joint Relief Funding Review Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: This item is for one (1) appointment to the Joint Relief Funding Review Committee (JRFRC).

This appointment is a vacancy created by the resignation of Melissa Cunningham who was appointed in December of 2021. Due to a scheduling conflict that arose after her appointment. The appointee to this term will serve until January of 2024.

Each appointee may serve no more than two consecutive terms. The JRFRC consists of three (3) representatives from Bryan and (3) representatives from College Station.

The applications before the Council were collected as part of the annual 2022 citizen appointments to Committees, Boards, and Commissions process. This was presented at the December 9th meeting but due to scheduling conflict, we are bringing this item back to appoint another member. This vacancy was reopened but no other applications were received. As of the publication of this agenda, there are two (2) applicants: Milly Georgiades, and Tiona Broussard. The applications will be distributed in a direct email to the Council.

Budget & Financial Summary: None

Attachments:

None

January 13, 2022

Item No. 8.6.

Ordinance Extending Mayoral Renewal of Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff recommends that Council adopt the ordinance.

Summary: On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, 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, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021 and December 6, 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.

Budget & Financial Summary: N/A

Attachments:

1. January 13 Disaster Declaration Renewal Ordinance

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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, and July 22, 2020; and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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 and August 21, 2020; and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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; and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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 and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 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, and March 8, 2021, and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 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, and April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 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 and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 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

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 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, July 2, 2021, and August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 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, July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 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, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, 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, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect

immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF COLLEGE STATION:

1. That the state of disaster renewal proclaimed by the Mayor on January 7, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 13th day of January, 2022.

PASSED AND ADOPTED, this 13th day of January, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON JANUARY 7, 2022



DECLARATION OF DISASTER RENEWAL

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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; and July 22, 2020, and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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, and August 21, 2020, and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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, and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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, and October 20, 2020, November 20, 2020, and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 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, and June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 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; July 2, 2021, And August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 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; July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 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; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect

immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as 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, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on January 7, 2022.

DECLARED this 7th day of January, 2021.

APPROVED:



Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

January 13, 2022

Item No. 11.1.

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, BVSWMMA, 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