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

May 26, 2022	4:00 PM	City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session is Closed to the Public and Will Be Held in the 1938 Executive 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

Legal Advice

a. Legal advice regarding open meetings requirements, council members' role related to council appointed committees, and other issues related to council members' role.

Real Estate {Gov't Code Section 551.072};
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Real estate negotiations for property generally located at the intersection of State Highway 6 and Venture Drive in the College Station Business Center.

Personnel {Gov't Code Section 551.074};

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

a. City Attorney
b. City Secretary
c. Council Self-Evaluation

Competitive Matters {Gov't Code Section 551.086);

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

a. Power Supply

3. Reconvene from Executive Session and Take Action, if Any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall 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. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. 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 three (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation to recognize three students from College Station that received a College Station Arts Scholarship.

Sponsors: Tanya Smith
Attachments: None

6. Hear Visitors.

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

7. Workshop Items.

7.1. Presentation, discussion, and possible action on demonstration programs to promote neighborhood revitalization.

Sponsors: Alyssa Halle-Schramm, David Brower
Attachments: None

7.2. Presentation, discussion, and possible action on a report on electrical transformer costs.
Sponsors: Timothy Crabb
Attachments: None

7.3. Presentation, discussion, and possible action regarding a report on economic indicators for the City of College Station.
Sponsors: Natalie Ruiz
Attachments: None

8. Consent Agenda.

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

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

- April 28, 2022 Council Meeting
- May 6, 2022 Special Meeting
- May 18, 2022 Special Meeting

Sponsors: Tanya Smith
Attachments:
1. CCM042822 DRAFT Minutes
2. SPM050622 DRAFT Minutes
3. SPM051822 DRAFT Minutes

8.2. Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University providing animal control services to the university.
Sponsors: Chris Perkins
Attachments:
1. C2022-7651 Inter-Local Agreement City of College Station

8.3. Presentation, discussion, and possible action regarding the approval of an annual purchase agreement for Topsoil, Sand, Concrete Rip Rap bid to BPI Materials, LLC. in an amount not to exceed $162,212.50 to provide materials for city use.
Sponsors: Emily Fisher
Attachments:
1. 22-046 BID AWARD 041322

8.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with BCS Curb Appeal Maintenance, LLC for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments:
1. 22300463 BCS Curb Appeal Maintenance LLC - COCS Recyclables Franchise Agreement

8.5. Presentation, discussion, and possible action regarding Change Order 1 deducting the amount of $363,150 from the Professional Services contract with Quiddity Engineering, LLC for the Victoria Rehabilitation project.
Sponsors: Emily Fisher

Attachments: 1. Change Order 1 - Closing Contract

8.6. Presentation, discussion, and possible action regarding a professional services contract with Quiddity Engineering, LLC in the amount of $182,900 for adding roundabouts and sidewalks on Victoria Avenue.

Sponsors: Emily Fisher

Attachments: 1. Project Map1
2. Victoria Scope and Fee

8.7. Presentation, discussion, and possible action regarding a Change Order to a Community Development Block Grant Funding Agreement with Bryan-College Station Habitat for Humanity in the amount of $200,000 for the development at 14015 Renee Lane, the extension of the contract term, and a change to the Statement of Work reducing the number of house to be developed.

Sponsors: Debbie Eller

Attachments: 1. Attachment 1 - Request for Additional Funding 2022
2. Attachment 2 - Change Order #1

8.8. Presentation, discussion, and possible action to approve the provision of services by Global Payments Direct, Inc. (“Global”) for Credit Card Payment Processing Services by approving Amendment No. 4 which renews the agreement and formally downward adjusts the annual estimated expenditure to $250,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Global Payments Amendment 4 Letter Agreement

8.9. Presentation, discussion, and possible action on approving an annual contract for the on-site security operations for City-sponsored events and security detail for Northgate, through the General Services Administration (GSA) Cooperative. The estimated annual expenditure is $160,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22300486 - BW

8.10. Presentation, discussion, and possible action on renewing a subscription agreement with Gartner, Inc. for $149,378.

Sponsors: Sam Rivera

Attachments: 1. GartnerContract

8.11. Presentation, discussion, and possible action regarding a contract in the amount of $206,193 with Quality Works Construction, Inc. for Lincoln Center Park Improvements that includes the replacement of playground equipment.

Sponsors: Debbie Eller

Attachments: 1. 1 - ITB 22-049 Bid Tabulation
2. 22300516 Quality Works Construction

8.12. Presentation, discussion, and possible action regarding an animal sheltering services agreement with the Aggieland Humane Society.

Sponsors: Chris Perkins

Attachments: 1. CS Animal Shelter Agreement FY 2023-2027
2. FYE 2023 College Station Package

8.13. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric materials in inventory for the amount of $280,934.00 for an increase not to exceed total amount of $1,584,623.25. The original annual price agreement was for a not-to-exceed total amount of $1,303,689.25.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22300068Chg Ord 1 Techline Inc AA

8.14. Presentation, discussion, and possible action regarding a design contract with Binkley and Barfield, Inc in the amount of $641,661 for design and construction phase service for the rehabilitation of Krenek Tap Road and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Emily Fisher

Attachments: 1. Krenek Tap Location Map
2. ST2101 WW2203 DRR
3. Krenek Tap Scope and Fee 4.13.22

8.15. Presentation, discussion, and possible action regarding Change Order 1 to a construction services contract with Weisinger, INC. in the amount of $190,000.

Sponsors: Gary Mechler

Attachments: 1. Rehabilitation of Waterwells 1 & 2 Change Order No. 1

8.16. Presentation, discussion, and possible action for the purchase of two well motors for the rehabilitation of Waterwells 1 & 2 project through the Aggiebuy cooperative with Evans Enterprises, Inc. in the amount of $141,213.30.

Sponsors: Gary Mechler

Attachments: 1. Well Motors Quote (Final)

8.17. Presentation, discussion, and possible action on rejecting all bid responses and canceling the bid to purchase fiber optic cable.

Sponsors: Sam Rivera

Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action regarding a substantial amendment to the 2021 Annual Action Plan to include the City of College Station HOME Investment Partnerships Program - American Rescue Plan Allocation Plan funds in the amount of $1,740,263 to provide homelessness assistance and supportive services.

Sponsors: Debbie Eller

Attachments: None

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 8.91 acres located at 1898 Arnold Road.

Sponsors: Robin Macias

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map

3. Background Information
4. Applicant's Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Original Zoning Ordinance
8. Proposed Concept Plan
9. Proposed Exhibit B

9.3. 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 to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 5 acres located at 404 Harvey Mitchell Parkway South.

Sponsors: Jesse Dimeolo

Attachments:
1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Applicants Supporting Information
5. Rezoning Exhibit
6. Rezoning Map
7. Existing Future Land Use Exhibit
8. Original PDD Ordinance
9. Concept Plan - Proposed

9.4. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsors: Carol Cotter

Attachments:
1. Impact Fee Semi-Annual Report
2. Future Land Use Map
3. Service Area Maps - Water, Wastewater, and Roadway
4. Status of Impact Fee Capital Improvements Plans - Water, Wastewater, and Roadway

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on May 20, 2022 at 5:00 p.m.

Tanya Smith

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."

May 26, 2022
Item No. 5.1.

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation to recognize three students from College Station that received a College Station Arts Scholarship.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
None

May 26, 2022
Item No. 7.1.
Demonstration Programs for Neighborhood Revitalization

Sponsor: Alyssa Halle-Schramm, Planner, David Brower

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on demonstration programs to promote neighborhood revitalization.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy

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

Summary: This item stems from the City Council workshop that was held on May 27, 2021 regarding neighborhood integrity. The Council asked for a future agenda item regarding options to stimulate revitalization and owner occupancy in residential areas. For this workshop, staff will present options for the City Council to consider and provide direction.

Staff has identified the Southwood Valley neighborhood as an ideal demonstration area based on several criteria. These include the existing quantity of properties registered with the City's Rental Registration program, the future land uses designated within the Comprehensive Plan Future Land Use & Character Map, current market values, and the Area Median Income (AMI) and Family Median Income data by Census tract.

Staff will propose a program centered on the purchase and rehabilitation of single-family homes in the Southwood Valley neighborhood for sale to income eligible homebuyers with gross annual household incomes at or below 120% of AMI. Down Payment Assistance in the form of a 0% interest deferred shared equity loan and other financing mechanisms could also assist with eligible purchases. This program could be stand-alone or paired with other programs.

Another option includes an infill development program with similar eligibility and financing mechanisms in neighborhoods with infill potential. Southwood Valley would not be the focus area of this second program, as its infill potential is limited. Additionally, neighborhood integrity initiatives could be concentrated in areas close to other revitalization programs. This could involve multiple City Departments including Code Enforcement and Neighborhood Services, as well as nonprofit and volunteer groups to develop and implement initiatives similar to the McCullough Neighborhood Integrity Day.

Budget & Financial Summary: Based on program(s) selected.

Attachments:
None

May 26, 2022
Item No. 7.2.
Electrical Transformer Costs

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a report on electrical transformer costs.

Relationship to Strategic Goals:
Financial Sustainability
Sustainable City

Recommendation(s): Staff recommends that Council receive the presentation and provide direction as desired.

Summary: This item was requested by Council as a general presentation for informational purposes to the public regarding changes being made to cost allocations to developers for electric material costs due to the scarcity of metals and inflation of costs. This presentation was previously made to the developers and builders in the City on April 7, 2022.

Budget & Financial Summary: N/A

Attachments:
None

May 26, 2022

Item No. 7.3.

Presentation, discussion, and possible action regarding a report on economic indicators for the City of College Station.

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a report on economic indicators for the City of College Station.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends Council receive the presentation

Summary: This report was requested by Council at the April 28, 2022, Council Meeting. Staff will present information on the economic performance of College Station and discuss how those measures influence key department goals and strategies.

Budget & Financial Summary:

Attachments:
None

May 26, 2022
Item No. 8.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

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

- April 28, 2022 Council Meeting
- May 6, 2022 Special Meeting
- May 18, 2022 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM042822 DRAFT Minutes
2. SPM050622 DRAFT Minutes
3. SPM051822 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 28, 2022

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

Council:
Bob Brick – via remote
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:
Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Mary Ann Powel, Deputy City Attorney
Adam Falco, Senior Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on Thursday, April 28, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:01 p.m. on April 28, 2022, 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 appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
   - City Attorney
   - Council Self-Evaluation

C. 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:
   - Potential incentives for a possible location of a new storage and delivery business.

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

Executive Session recessed at 5:07 p.m. No action was taken.

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

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 accept the absence request from Councilmember Brick for April 14, 2022 Council Meeting. The motion carried unanimously.

5. Presentation – Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming Coach Gary Blair Day.

Mayor Mooney presented a proclamation to Coach Gary Blair for his dedication and years of service to TAMU Women's Basketball Coach and declares April 28, 2022 as Coach Gary Blair Day.

5.2. Presentation proclaiming May 2022 as Motorcycle Safety and Awareness Month.

Mayor Mooney presented a proclamation to the Texas Council of Clubs and Independents Region 1 Motorcycle Safety & Awareness Team, Distorted MC, and The Ranch Harley Davidson, proclaiming May 2022 as Motorcycle Safety and Awareness Month.

5.3. Presentation proclaiming May as National Bike Month.

Mayor Mooney presented a proclamation to Venessa Garza and the members of the Bicycle, Pedestrian, and Greenways Advisory Board, proclaiming May 2022 as National Bike Month.

5.4. Presentation proclaiming the week of May 15th through 21st, 2022 as National Public Works Week.

Mayor Mooney presented a proclamation to the Public Works Department, proclaiming May 15-21, 2022 as National Public Works Week.

6. Hear Visitors Comments

Taylor Pampinella, College Station, stated that the roller rink in Bryan is in poor repair and unsafe. He went on to propose the City build a roller rink in Anderson Park, closer to where most players live and in a location players will feel safe in the evenings and at night.

Jake Madewell, College Station, stated that he would like to see a roller-skating rink in the upcoming additions to Anderson Park. He explained that a skating rink would provide more diverse activities for families and individuals to use without additional fees.

7. WORKSHOP ITEMS

7.1. Presentation and introduction of new Extension Agent for Brazos County.

Debbie Eller, Community Service Director, introduced Chadd Caperton who was appointed as the Brazos County Extension Agent in the fall of 2021.

Chadd Capteron provided an overview of Brazos County Extension efforts in the community, resources available to residents, and opportunities for partnerships and collaboration with the City of College Station.

7.2. Presentation, discussion, and possible action on recommended projects from the Citizens Bond Advisory Committee.

David Higdon, Citizens Bond Advisory Chair, stated that the committee began its work on February 15, 2022; meeting weekly thereafter to study the projects, obtain staff insight, and gather citizen input. At their final meeting on April 4, 2022, the committee voted on and approved a prioritized list of projects, as presented tonight. It should be noted all the projects considered by the CBAC are highly meritorious and deserving.

Mr. Higdon explained that the funding estimates for each project were reported by city staff. The estimates were based on current costs plus an estimated rate of inflation. The CBAC realizes these estimates were made based on five-year projected construction and facilities costs. Individual costs may differ due to overall economic conditions, and the CBAC realizes several of the projects will require increased staffing, equipment, and/or ongoing operating expenses.

Top 23 Projects Percentage Breakdown by Category:

Facilities - $47,000,000 (29%)
Parks - $56,500,000 (35%)
Public Safety - $10,000,000 (6%)
Streets - $49,000,000 (30%)

Project Rankings

The CBAC recommended projects, as follows:

Rank	Project Name	Estimated Cost	Running Total
1	Fire Station #7 - South CS	$ 10,000,000	$ 10,000,000
2	Rock Prairie Road East Widening	$ 18,000,000	$ 28,000,000
3	Citywide Park Improvements	$ 8,000,000	$ 36,000,000
4	Bachmann Little League Building replacement	$ 3,000,000	$ 39,000,000
5	Bachmann Little League (senior) Building	$ 4,000,000	$ 43,000,000
6	Veterans Park - 6 soccer field replacements	$ 6,000,000	$ 49,000,000
7	Pickleball Courts	$ 1,500,000	$ 50,500,000

8	Veterans Park - Synthetic fields 7&8 replacement	$	3,000,000	$ 53,500,000
9	Bicycle and Pedestrian Improvements	$	6,000,000	$ 59,500,000
10	Traffic Signal Improvements	$	5,000,000	$ 64,500,000
11	Central Park Operations Shop	$	7,000,000	$ 71,500,000
12	Mabel Clare Thomas Park improvements	$	5,000,000	$ 76,500,000
13	Bee Creek & Central Tennis Court replacements	$	1,000,000	$ 77,500,000
14	Lincoln Center Area improvements	$	1,000,000	$ 78,500,000
15	Gilchrist Street Rehabilitation	$	4,000,000	$ 82,500,000
16	Mabel Clare Thomas Park Pool	$	3,000,000	$ 85,500,000
17	Barron Cut-Off Road Rehabilitation	$	3,000,000	$ 88,500,000
18	Texas Independence Ball Park Phase 2	$	18,000,000	$ 106,500,000
19	Public Works Operations Center	$	32,000,000	$ 138,500,000
20	Parks Office Building	$	8,000,000	$ 146,500,000
21	Westside Park Development	$	3,000,000	$ 149,500,000
22	Dartmouth Street Extension	$	5,000,000	$ 154,500,000
23	F&B/Health Science Parkway Widening	$	8,000,000	$ 162,500,000
24	Fun For All Playground Phase 3	$	2,000,000	$ 164,500,000
25	Roundabout Improvements	$	3,000,000	$ 167,500,000
26	Nimitz Street Rehabilitation	$	3,000,000	$ 170,500,000
27	Luther Street Widening	$	7,000,000	$ 177,500,000
28	Aquatic Center (add on to Rec Center)	$	13,000,000	$ 190,500,000
29	Northgate Entertainment District	$	6,000,000	$ 196,500,000
30	Birding Initiatives and Facilities	$	1,000,000	$ 197,500,000
31	Recreation Center	$	32,000,000	$ 229,500,000
32	Military Heritage Center	$	12,000,000	$ 241,500,000
33	Town Lake Drive Extension	$	4,000,000	$ 245,500,000

7.3. <u>Presentation, discussion, and possible action on options to preserve neighborhood character.</u>

Michael Ostrowski, Planning and Development Director, stated that this item is a follow up to the City Council workshop that was done on May 27, 2021. At that workshop staff introduced several options to address concerns relating to neighborhood integrity. For this workshop, staff presented a list of options for City Council to consider and provide direction. These options are designed to help preserve the character of neighborhoods. Some of the options include:

- Defining Shared Detached Housing, which is also referred to as an Ag-Shack or Stealth Dorm.
- Regulating the size of dwellings in certain areas.
- Creating a High Occupancy Overlay District where additional density could be allowed, thus reducing pressure on other neighborhoods.
- Creating an additional overlay district designed to preserve certain characteristics of neighborhoods.
- Eliminating the ability to reduce a front setback when rear access is provided, or when side yard or rear yard parking is provided.
- Eliminating or requiring additional approval to have shared access.
- Eliminating the ability to combine parking areas and to require a setback to the property line.
- Restricting the parking in front of a dwelling within the front setback area.
- Regulating how landscape materials, which can also be used as parking materials, must exist on a property.

A majority of the Council directed staff to start looking at the feasibility and impact or items from the list presented and put off any work on City-Initiated Neighborhood Character Preservation Overlay Districts.

7.4. Presentation, discussion, and possible action regarding an update on amending the Dockless Bike Share Program ordinance.

Venessa Garza, Planning and Development, stated that Council adopted an ordinance in 2018 to regulate and permit bike share companies in the city in response to Texas A&M University's introduction of a bike share program. The ordinance currently excludes scooters and other electric modes of transportation but since that time electric modes have been introduced. Staff received direction in October 2021 to amend the ordinance to allow electric micro-mobility devices (bicycles and scooters), require lock-to parking, and regulate speed. A draft ordinance amendment was created based on direction received. Staff provided an overview of the current regulations as it relates to private micro-mobility and crashes that have occurred in the community.

Proposed Changes:

- Rename Dockless Bike Share Program to Shared Micro-Mobility
- Allow electric bicycles and scooters
- Include language about an abandonment fee if operator leaves without taking their devices (to be added through the Fee Resolution)
- Further define Geofence zones
  1. TAMU geofence
     - Area determined in partnership with TAMU and COCS
  2. Other geofence zones
     - Areas outside of the TAMU geofence (no overlap)
     - Can overlap with other operator geofences
- Include requirements
  - ➢ Cyber liability insurance (cyber-attacks, data breaches, etc.)
  - ➢ 15 mph speed limit
    - ✓ With an option to have lower speed limits in designated areas
- Rebalancing
  - ➢ If devices are left more than 5 days in one location
  - ➢ When 75% of available bicycle parking is occupied
  - ➢ Upon request by the City
- Parking hubs – a minimum amount of micro-mobility devices is maintained in one location
- 'Lock-to' parking
  - ➢ Locking devices to a bicycle rack or operator designated parking area

Majority of Council directed staff to move forward with proposed changes as presented.

8. CONSENT ITEMS

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

No consent items pulled for discussion.

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

- **April 14, 2022 Council Meeting**

8.2. Presentation, discussion, and possible action regarding the award of a contract to Primoris T&D Services, LLC for the construction and installation of electric underground conduit and manholes in the Northgate area for an amount not to exceed $1,310,886.75.

8.3. Presentation, discussion, and possible action on renewal of Cityworks software licenses agreement in the amount of $105,000.

8.4. Presentation, discussion, and possible action to award an Annual Price Agreement for the rental of Heavy Equipment and Machinery for an amount not to exceed $150,000 to Mustang Rental Services of Texas.

8.5. Presentation, discussion, and possible action adopting Resolution No. 04-28-22-8.5 to approve a Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U. S. C. §5308, Section 108 Loan Agreement between L.U.L.A.C. Oak Hill, Inc. and the City of College Station, Promissory Note, Deed of Trust, and General Certification providing $2,808,000 for the cost of construction and permanent financing of the rehabilitation of its property located at 1105 Anderson in College Station, Texas.

8.6. Presentation, discussion, and possible action regarding Ordinance No. 2022-4348 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," by removing parking on the east side of First Street between Louise Avenue and Maple Avenue and on the south side of Maple Avenue between Wellborn Road and First Street.

8.7. Presentation, discussion, and possible action regarding Resolution No. 04-28-22-8.7 approving an Advance Funding Agreement in the amount of $126,051 between the City of College Station and the State of Texas, acting through the Texas Department of Transportation for a shared-use path on Harvey Mitchell Parkway (FM 2818) and authorizing the City Manager to execute said agreement.

8.8. Presentation, discussion, and possible action regarding Resolution No. 04-28-22-8.8 approving an Advance Funding Agreement in the amount of $302,254 between the City of College Station and the State of Texas, acting through the Texas Department of Transportation for separated bike lanes on George Bush Drive (FM 2347) and authorizing the City Manager to execute said agreement as well as Resolution No. 04-28-22-8.8a declaring intention to reimburse certain expenditures with proceeds from debt.

8.9. Presentation, discussion, and possible action regarding Ordinance No. 2022-4349 amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-120 "Fire Department Services".

8.10. Presentation, discussion, and possible action on Change Order No. 3 in the amount of $76,340 to the Construction Contract with Elliott Construction, LLC. for the Woodson Village Utility rehabilitation Project.

Consent Item No. 8.5 was pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items except for 8.5. The motion carried unanimously.

(8.5) **MOTION**: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Item 8.5 with Exhibit B as it appears on the dais. The motion carried unanimously.

At 7:33 p.m., the Mayor recessed the Council meeting.

The Council meeting reconvened at 7:44 p.m.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2022-4350 for Budget Amendment 3 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of $11,676,000.

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment is to increase the FY22 budget appropriations by $11,676,000 for increases in the cost of FY22 Electric Purchase Power, fuel, the addition of an Electric Underground Crew, Economic Development Business Development Manager, and a Tourism Staff Assistant among other costs. Attached is a summary with a complete description of the items included on the proposed budget amendment. This amendment also includes interfund transfers related to moving the assigned fund balance for IT replacements to the appropriate fund. If approved, the net revised budget appropriations will be $386,904,841.

- Training Computer Purchase - $30,000 (Budget Amendment)
- Electric Underground Crew - $374,200 (Budget Amendment); 3.0 FTE addition
- Economic Development Business Development Manager – General Fund $126,400 (Budget
- Amendment); 1.0 FTE addition
- Tourism Staff Assistant II - Hotel Tax Fund $68,500 (Budget Amendment); 1.0 FTE addition
- Pool Replaster - $300,000 (Budget Amendment)
- Fun For All Conceptual Design – Fun for All Fund - $42,000 (Budget Amendment)
- Electric Purchase Power - $10,000,000 (Budget Amendment)
- Fuel Cost City Wide - $726,700 Budget Amendment
- Law Enforcement Officer Standards and Education (LEOSE) Funds-$8,200 (Budget
- Amendment)
- General Fund Transfer to IT Replacement-$2,000,000 (Interfund Transfer)

At approximately 7:51 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:51 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4350, Budget Amendment 3 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of $11,676,000. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action to consider Ordinance No. 2022-4351 on a Comprehensive Plan Amendment to the Neighborhood Center future land use description, intent, and generally appropriate zoning districts within Chapter 2, Distinctive Places of the Comprehensive Plan.

Alyssa Halle-Schramm, Planning and Development, stated that this item is to consider revisions to the Neighborhood Center future land use category. The proposed update includes revisions to the description, intent, and generally appropriate zoning districts to provide clarity regarding the commercial requirements. The proposed amendment to the Comprehensive Plan stems from numerous discussions amongst City staff and private developers regarding the intent of the Neighborhood Center future land use category. Ms. Halle-Schramm explained that the proposed changes specify the extent of commercial uses expected along primary streets, while also allowing flexibility in the exact size and location if creating commercial nodes or if other site characteristics necessitate an alternative design to provide a horizontal mixing of commercial, office, and residential uses.

Summary of Changes:

Intent

- Commercial within 300-500 feet of major collector and higher streets
- Commercial nodes and alternative configurations can be considered if integrated
- Stand-alone commercial uses with preferred emphasis on urban form if size/scale of property is too small to support horizontal mixing of uses

Generally appropriate zoning districts:

- Commercial and multi-family zoning may be considered if designed in an integrated manner through a Planned Development District

The Planning and Zoning Commission heard this item on April 7, 2022 and voted 6-0 to recommend approval with minor text revisions. Staff have incorporated those revisions and recommends approval of the ordinance.

At approximately 8:02 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:02 p.m.

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 adopt Ordinance No. 2022-4351, on a Comprehensive Plan Amendment to the Neighborhood Center future land use description, intent, and generally appropriate zoning districts within Chapter 2, Distinctive Places of the Comprehensive Plan. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4352 amending Chapter 103, "Building Regulations," Article III, "Technical Codes," Division 2 "Building Codes" and Division 3 "Electrical Code" adopting the 2021 International Codes, the 2020 National Electrical Code (NEC), and related amendments.

Brian Binford, Planning and Development, stated that this ordinance adopts the latest edition of the International Codes (I-Codes), for use in College Station. The City of College Station currently uses

the 2018 edition of the I-Codes and the 2017 edition of the NEC. The International Code Council and National Fire Protection Association issues updated codes every three years. The changes included in the latest codes help clarify intent, improve energy efficiency, and strengthen requirements designed to safeguard the public health, safety, and general welfare.

Highlight of Changes:

- Increased attic insulation requirements
- Easing of restrictions on non-egress stairways
- Emergency electrical disconnect requirement for newly constructed homes
- Special egress and safety requirements for puzzle/escape rooms.
- Increased attic insulation requirements
- Easing of restrictions on non-egress stairways
- Emergency electrical disconnect requirement for newly constructed homes
- Special egress and safety requirements for puzzle/escape rooms.

The Construction Board of Adjustment and Appeals considered this item at their March 22, 2022, meeting and unanimously recommended approval of the updated codes and amendments, as presented. A motion to recommended requiring fire sprinkler systems in newly constructed townhomes was discussed but was not approved. Staff recommends approval with an effective date of June 1, 2022.

At approximately 8:15 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:15 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4352, amending Chapter 103, "Building Regulations," Article III, "Technical Codes," Division 2 "Building Codes" and Division 3 "Electrical Code" adopting the 2021 International Codes, the 2020 National Electrical Code (NEC), and related amendments. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding Ordinance No. 2022-4353 amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Sections 16-51 and 16-52 and Article IV, "Life Safety Code", Section 16-78.

Eric Dotson, Fire Marshall, stated to ensure the City of College Station keeps up with building trends in materials and techniques and the overall safety of our citizens, visitors, and firefighters. The newest codes and amendments presented staff recommends approval of the 2021 IFC's and the 2021 NFPA Life Safety Codes and associated amendments.

Highlights:

- Monitoring of all Fire Suppression Systems
  - This is done to ensure small restaurants that do not have alarm systems but do have hood systems are staying in compliance. Also, to include FM200 systems that are standalone systems.
- Fire Sprinkler information
  - Northgate: In the core there are 32 bars
    - ✓ 16 have sprinklers
    - ✓ 16 non-sprinklered
- Fire alarm Information

- Northgate: Much like the sprinkler systems
  - ✓ 16 Fire Alarm System
  - ✓ 16 Non fire alarm systems
- High Rise information
  1. Fire Command Center
  2. Fire Pump
  3. Pressurized Stairwells
  4. 2 FDCs remote from each other
  5. Voice EVAC Alarm System
  6. Emergency/Standby Power system

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. 2022-4353, amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Sections 16-51 and 16-52 and Article IV, "Life Safety Code", Section 16-78. The motion carried unanimously.

9.5. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of $863,750 to the annual price agreement with Larry Young Paving, Inc. for Curb, Gutter, and Concrete Flatwork.

Emily Fisher, Public Works Director, stated that the original contract for $3,455,000 was approved by City Council on May 27, 2021, and more work has been done this year than previous ones due to revised contract language, availability of crews, and fewer weather delays. Therefore, an increase in the contract capacity is needed to continue performing concrete curb, gutter, and flatwork services for March, April, and May of 2022. This change order is for $863,750, which revises the amount not to exceed to $4,318,750. Funding for the Annual Blanket Purchase Order for the Concrete Curb, Gutter and Flatwork Installation is available in the Roadway Maintenance and Water Services operational budgets.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve Change Order No. 1 in the amount of $863,750 to the annual price agreement with Larry Young Paving, Inc. for Curb, Gutter, and Concrete Flatwork. The motion carried unanimously.

9.6. Presentation, discussion, and possible action regarding a renewal of the Annual Price Agreement for Concrete Curb, Gutter, and Flatwork installation with Larry Young Paving, Inc. for an amount not to exceed $4,318,750.

Emily Fisher, Public Works Director, stated that Larry Young Paving, Inc. has requested a 10% increase due to supply chain increases for the renewal period. The term will be for the period beginning May 1, 2022, through April 30, 2023. This is the first of two possible renewals for this contract. Staff recommends approval of the contract with Larry Young Paving, Inc. for an amount not to exceed $4,318,750. Funding for the Annual Blanket Purchase Order for the Concrete Curb, Gutter and Flatwork Installation is available in the Roadway Maintenance and Water Services operational budgets.

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 a renewal of the Annual Price Agreement for Concrete Curb, Gutter, and Flatwork installation with Larry Young Paving, Inc. for an amount not to exceed $4,318,750. The motion carried unanimously.

9.7. Presentation, discussion, and possible action regarding approval of Amendment No. 2 to the Construction Manager at Risk (CMAR) contract with JaCody Construction, LP accepting the Guaranteed Maximum Price (GMP) of $3,871,798 for the Renovation of 1207 Texas Avenue.

Emily Fisher, Public Works Director, stated that this amendment to the current construction manager at risk contract with JaCody Construction, accepting the guaranteed maximum price, includes all needed work for the construction of the1207 Texas Renovation project. Staff determined that a construction manager at risk (CMAR) procurement method was the most beneficial for this project. The city issued RFP No. 22-005 and after review, recommends award to Jacody Construction, LP. The submitted CMAR fee is 5% of the construction cost. Once design is further along, the contractor will submit a guaranteed maximum price (GMP) for council consideration and approval.

Mrs. Fisher explained that a transfer of $305,000 was made to this project from other completed project savings. The new combined budget in the amount of $4,305,000 is included for this project in the Facilities and Technology Capital Improvement Projects Fund and the Hotel Occupancy Tax Fund. A total of $404,411 has been expended or committed to date, leaving a balance of $3,900,589 for this contract and related expenses.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve Amendment No. 2 to the Construction Manager at Risk (CMAR) contract with JaCody Construction, LP accepting the Guaranteed Maximum Price (GMP) of $3,871,798 with $304,000 contingency for the Renovation of 1207 Texas Avenue. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Nothing to report.

12. 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 Maloney reported on the Brazos Valley Economic Development Corporation.

Councilmember Nichols reported on BVSWMA.

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

Councilmember Maloney requested a report on Economic Development indicators for the City of College Station.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 8:53 p.m. on Thursday, April 28, 2022.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
MAY 6, 2022

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

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

City Staff:
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 1:25 p.m. on Friday, May 6, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council convened into Executive Session at 1:25 p.m. on May 6, 2022, to continue discussing matters pertaining to:

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

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

Executive Session recessed at 2:32 p.m. No action was taken.

4. Adjournment.

There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 2:34 p.m. on Friday, May 6, 2022.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 18, 2022

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:
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Mary Ann Powel, Deputy 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 via In-Person and Teleconference at 4:00 p.m. on Wednesday, May 18, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Pledge of Allegiance, Invocation, and Consider Absence Request.

3. SPECIAL MEETING

3.1 Presentation, discussion, and possible action to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2022; and providing an effective date.

Michael Dehaven, Assistant Finance Director, stated that the City's Financial Advisor and Bond Counsel recommend that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs); the pledge of the City's ad valorem tax base is a stronger credit than utility revenues and thus lowers the cost of borrowing. This has been the practice of the city since 2008. The Utility systems will cover their associated portion of debt service through utility revenues. This item is to consider the passage of a resolution authorizing the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed $78,000,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) designing, constructing, equipping and installing parks and recreation equipment and park

improvements for Texas Independence Ballpark at Midtown; (iii) information technology and communication equipment; (iv) facilities and equipment maintenance facility relocation and improvements; (v) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (vi) the payment of fiscal, engineering and legal fees incurred in connection therewith.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to approve Resolution No. 05-18-22-3.1, directing publication of notice of intention to issue certificates of obligation, series 2022; and providing an effective date. The motion carried.

3.2 Presentation, discussion, and possible action regarding Ordinance No. 2022-4354 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Jeff Capps, Deputy City Manager, stated that on May 13, 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, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022 and April 8, 2022. 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 Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4354, consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried unanimously.

Presentation, discussion, and possible action on a potential November Bond Election including projects, public meetings, and bond capacity.

Jeff Kersten, Assistant City Manager, provided an overview of the potential November Bond Election including projects, public meetings, and bond capacity.

Financial Position
- Paying for Capital Projects
- Forecast Capacity
- Debt Outstanding

Paying for Capital Projects
- General Obligation Bonds
  - ✓ Voter Authorized
  - ✓ Supported by property tax
- Certificates of Obligation
  - ✓ Supported by property tax, or utility rates
- Grants
- Operating Funds
  - ✓ General Fund
  - ✓ Utility Funds
  - ✓ Hotel Tax Fund
- Other

- ✓ Parkland Dedication
- ✓ Impact Fees
- ✓ Investment Earnings

Forecast Capacity

- 5 Year financial forecast
  - ✓ Property Values
  - ✓ Interest Rates
  - ✓ Debt Structure
- Current estimated future capacity
  - ✓ $75-$100 million over 5 years
  - ✓ Existing tax rate
  - ✓ 1 cent = approximately $18-$20 million in capacity

Debt Position

- $119,365,000 General Obligation Bonds
- $272,800,000 Certificates of Obligation
- $392,165,000 Total

- $194,821,200 supported by tax rate
- $197,343,800 supported by utility rates
- $392,165,000 Total

Each Departmental Director provided an overview of their potential project.

CBAC Project Rankings:

Rank	Project Name	Project Type	Estimated Cost	Running Total
1	Fire Station 7	Public Safety	$ 10,000,000	$ 10,000,000
2	Rock Prairie Road East Widening	Streets	$ 18,000,000	$ 28,000,000
3	Citywide Park Improvements	Parks	$ 8,000,000	$ 36,000,000
4	Bachmann Little League Building	Parks	$ 3,000,000	$ 39,000,000
5	Bachmann Athletic Building	Parks	$ 4,000,000	$ 43,000,000
6	Veterans Park - 6 Soccer Field Replacements	Parks	$ 6,000,000	$ 49,000,000
7	Pickleball/Futsal Courts	Parks	$ 3,000,000	$ 52,000,000
8	Veterans Park - Synthetic Fields 7&8 Replacement	Parks	$ 3,000,000	$ 55,000,000
9	Bicycle and Pedestrian Improvements	Streets	$ 6,000,000	$ 61,000,000
10	Traffic Signal Improvements	Streets	$ 5,000,000	$ 66,000,000
11	Central Park Operations Shop	Facilities	$ 7,000,000	$ 73,000,000
12	Mabel Clare Thomas Park Redevelopment	Parks	$ 4,000,000	$ 77,000,000
13	Bee Creek & Central Tennis Court Replacements	Parks	$ 1,500,000	$ 78,500,000
14	Lincoln Center Area Improvements	Parks	$ 1,000,000	$ 79,500,000
15	Gilchrist Street Rehabilitation	Streets	$ 4,000,000	$ 83,500,000
16	Mabel Clare Thomas Park Pool	Parks	$ 3,000,000	$ 86,500,000
17	Barron Cut-Off Road Rehabilitation	Streets	$ 3,000,000	$ 89,500,000

Rank	Project Name	Project Type	Estimated Cost	Running Total
18	Texas Independence Ball Park Phase 2	Parks	$ 18,000,000	$ 107,500,000
19	Public Works Operations Center	Facilities	$ 32,000,000	$ 139,500,000
20	Parks Office Building	Facilities	$ 8,000,000	$ 147,500,000
21	Westside Park Development	Parks	$ 3,000,000	$ 150,500,000
22	Dartmouth Street Extension	Streets	$ 5,000,000	$ 155,500,000
23	F&B/Health Science Parkway Widening	Streets	$ 8,000,000	$ 163,500,000
24	Fun For All Playground Phase 3	Parks	$ 2,000,000	$ 165,500,000
25	Roundabout Improvements*	Streets	$ 3,000,000	$ 168,500,000
25	Nimitz Street Rehabilitation*	Streets	$ 3,000,000	$ 171,500,000
25	Luther Street Widening*	Streets	$ 7,000,000	$ 178,500,000
28	Aquatic Center (add on to Rec Center)**	Parks	$ 13,000,000	$ 191,500,000
28	Northgate Entertainment District**	Facilities	$ 6,000,000	$ 197,500,000
28	Birding Initiatives and Facilities**	Parks	$ 1,000,000	$ 198,500,000
31	Recreation Center	Parks	$ 32,000,000	$ 230,500,000
32	Military Heritage Center	Parks	$ 12,000,000	$ 242,500,000
33	Town Lake Drive Extension	Streets	$ 4,000,000	$ 246,500,000

Jennifer Prochaska, Assistant City Manager, wrapped the discussion up by providing information on the public meetings coming up for the citizen's input.

3. Adjournment.

There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 6:37 p.m. on Wednesday, May 18, 2022.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

May 26, 2022
Item No. 8.2.
ILA for animal control services for Texas A&M

Sponsor: Chris Perkins

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University providing animal control services to the university.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Recommend adoption of ILA

Summary: Presentation, discussion, and possible action to renew the Interlocal Agreement with Texas A&M University regarding animal control services.

Budget & Financial Summary: None

Attachments:
1. C2022-7651 Inter-Local Agreement City of College Station

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INTERLOCAL AGREEMENT FOR ANIMAL AND RABIES CONTROL SERVICES BETWEEN THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY

This Interlocal Agreement ("Agreement") is made and entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation, on behalf of its Police Department ("City"), and **Texas A&M University**, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its University Police Department ("Client").

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the Texas A&M University Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the College Station Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the City, through its police department, operates Animal and Rabies Control Services that strive to reduce general animal control problems in College Station; and

WHEREAS, the Client and the City agree the City is adequately trained and equipped to handle Animal and Rabies Control duties and responsibilities than is the Client; and

WHEREAS, Chapter 826 of the Rabies Control Act of the Texas Health and Safety Code expressly authorizes agreements of this nature; and

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties agree as follows:

II. DEFINITIONS

2.1 **Animal Control Services** shall mean the services provided by the City necessary to carry out an effective animal control program for the Client. These services shall include, but not be limited to, the conduct of bite report investigations; capture of biting animals; transportation of biting animals; the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals; and the humane transportation of captured animals to the Animal Shelter.

2.2 **Animal Shelter** shall mean the facility known as the Aggieland Humane Society, Inc. currently located at 5359 Leonard Road in Bryan, Brazos County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

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2.3 **City** shall mean the City of College Station, Brazos County, Texas, acting by and through its police department, with its offices located at 800 Krenek Tap, College Station, Brazos County, Texas.

2.4 **Client** shall mean the Texas A&M University, acting by and through its police department, with its offices located at 1111 Research Parkway, College Station, Brazos County, Texas.

2.5 **Rabies Control Services** shall mean the services provided by the City that are necessary to carry out an effective rabies control program for the Client. These services shall include, but not be limited to, the conduct of bite report investigations, capture of biting animals, transportation of biting animals, enforcement of state rabies control statutes, including the reporting and the carrying out of all activities required or authorized by Texas Health and Safety Code, Chapter 826.

2.6 Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

III. CITY'S OBLIGATIONS

3.1 **Animal Control Services.** City agrees to provide Animal Control Services to Client for all Client-reported animal calls occurring on property owned by Texas A&M University located within College Station, Texas, except for animal bites occurring at any Texas A&M University Veterinarian facility. . City will provide animal control officers and dispatch them when one is on duty for routine, non-emergency calls. The City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, for the capture of a biting animal for state-mandated rabies quarantine observation, when an animal is injured, or when an emergency arises.

3.2 **Rabies Control Services** City agrees to provide Rabies Control Services to Client for all Client-reported animal bites and scratches occurring on property owned by Texas A&M University and located within College Station, Texas, excluding any animal bites occurring at any Texas A&M University Veterinarian facility. City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, or for the capture of a biting animal for state-mandated rabies quarantine observation.

3.3 **Calls.** City agrees to respond only to calls initiated by the Client and agrees to refer all other requests for service directly to the Client.

3.4 **Transport.** City agrees to transport all captured animals to the Animal Shelter. Exceptions may be made for certain types of animals that are routinely released back into their natural habitat.

3.5 **Insurance**. City shall throughout the term of this Agreement maintain insurance covering claims related to general liability, workers' compensation, and business auto liability. The City is self-insured with excess policy coverage for claims above the City's self-insured

retention.

3.6 **Records.** City agrees to keep confidential, as provided by Texas Public Information Act, any Rabies Vaccination Certificate information provided by Client.

IV. CLIENT'S OBLIGATIONS

4.1 **First Responder.** Client agrees to be the first responder to all calls for Animal and Rabies Control Services, and to initiate the City's response once Client determines City's response is needed.

4.2 **Cooperation with City.** Client shall fully cooperate with City in the providing of Animal and Rabies Control Services, including but not limited to, the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch, and the name and address of any person believed to own an animal which the Client has called the City to capture or remove.

4.3 **Information.** Client agrees to furnish information to City in a timely and expeditious manner.

4.4 **Apprehension.** Client agrees to assist with the apprehension of any animal in appropriate situations.

4.5 **Charges.** Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of State Statutes, at the sole discretion of the Client.

4.6 **Fees.** Client agrees to pay all fees associated with the impound, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the City.

4.7 **Insurance**. Client shall throughout the term of this Agreement maintain insurance covering claims related to general liability, workers' compensation, and business auto liability. The Client is self-insured with excess policy coverage for claims above the Client's self-insured retention.

V. FINANCIAL TERMS

5.1 **Payments.**

a. **Animal Control Services.** Client shall pay **One Hundred Dollars ($100.00)** to the City for each Animal Control Services call other than animal bite calls.

b. **Animal Bite Calls.** Due to the extensive nature of animal bite investigations, Client shall pay **Two Hundred Dollars ($200.00)** to the City for Animal Control Services with bite investigations. An initial bite investigation and subsequent follow-up during the quarantine period is a single call for service. City will accept and respond to only those calls for service initiated by Client. Calls for services the City receives from any other source shall be referred directly to the Client.

5.2 **Invoice.** City will invoice Client no later than the 10th of each month, for all calls the City received for Animal and Rabies Control Services for the previous calendar month. All invoices shall be due and payable in full to the City no more than thirty (30) days after the date of the invoice.

VI. REPORTS

7.1 **Monthly Report.** City shall submit a brief report with each monthly invoice, detailing the date, time, location, requesting officer's name, responding officer's name, nature of call, and the TAMU PD CAD Number to the Client.

7.2 **Annual Report.** City shall submit a comprehensive annual report of all Animal and Rabies Control Services to Client within thirty (30) days of the close of each Client's fiscal year, currently being August 31st. City shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction during its Animal and Rabies Control activities. City shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, City may invoice for the cost of preparation of such reports.

7.3 **Records Retention.** City agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Agreement.

VII. DEFAULT

If Client fails to (i) pay all costs set forth in Article V above, or (ii) perform its obligations set forth herein, the City shall give Client written notice of default with an opportunity to cure such default within 10 days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate and Client shall assume responsibility for its own Animal Control operation.

VIII. TERM AND TERMINATION

8.1 **Term.** The term of this Agreement is five (5) years. The term begins on the date of the last party signing the Agreement making it fully executed. The Agreement shall automatically renew each year until terminated by either party or the expiration of the term.

8.2 **Termination.** This Agreement may be terminated for convenience by either party with sixty (60) days written notice before the termination date. All costs and liabilities incurred by the City on behalf of the Client before the termination date shall be the responsibility of

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the Client.

IX. HOLD HARMLESS

The City and Client agree, to the extent permitted by the Constitution and laws of the State of Texas, to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract arising out of or in connection with the work done under this Agreement.

X. INDEPENDENT CONTRACTOR

The City shall be responsible for the Animal and Rabies Control Services contemplated under this Agreement. The City shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal and Rabies Control Services. The City shall have ultimate control over the execution of the work under this Agreement. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. The City shall retain control of and shall give its attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

XI. GENERAL PROVISIONS

10.1 **Effective Date.** This agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed.

10.2 **Immunities**. City expressly acknowledges Client is an agency of the State of Texas and Client acknowledges City is a Texas Home Rule Municipal Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by Client or City of its right to claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas

10.3 **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.

10.4 **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. All reports under this Agreement shall be sent directly to the University Police Department.

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City of College Station
Police Chief
800 Krenek Tap
P.O. Box 9960
College Station, TX 77842

Texas A&M University
Contract Administration
1182 TAMU
College Station, TX 77843-1182

University Police Department
1111 Research Pkwy
College Station, TX 77845

10.5 **Entire Agreement.** It is understood 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 any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

10.6 **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.

10.7 **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

10.8 **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas.

10.9 **Authority to Enter 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 they have authorization to sign on behalf of this respective entities.

10.10 **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 either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or any 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 nor excuse any other different or subsequent breach.

10.11 **Agreement Read.** The parties acknowledge they have read, understand and intend to be bound by the terms and conditions of this Agreement.

10.12 **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

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10.13 Multiple Originals. It is understood and agreed this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

TEXAS A&M UNIVERSITY

By: DocuSigned by: James M Johnson EC049BC014CF4B1...

Title: Chief of Police

Name: James M Johnson

Date: 4/22/2022 | 2:48:51 CDT

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

May 26, 2022
Item No. 8.3.
Topsoil, Sand, Concrete Rip Rap Annual Purchase Agreement

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of an annual purchase agreement for Topsoil, Sand, Concrete Rip Rap bid to BPI Materials, LLC. in an amount not to exceed $162,212.50 to provide materials for city use.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual purchase agreement with BPI Materials, LLC. for an amount not to exceed $162,212.50.

Summary: Sealed bids for ITB #22-046 were opened on April 13, 2022, with three bid responses received from Norman Materials, LLC., Brazos Dozer Service, and BPI Materials, LLC. BPI Materials, LLC. is the lowest responsible bidder to bid on all line items. This price agreement term is for one year, with two possible additional one-year renewals.

Budget & Financial Summary: Funding for the annual purchase agreement for Topsoil, Sand, Concrete Rip Rap is available in the Roadway Maintenance and Streets Maintenance operational budgets.

Attachments:
1. 22-046 BID AWARD 041322

BID#22-046
AWARD

				Norman Materials, LLC.		Brazos Dozer Service		Brazos Paving, Inc.	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	TOP SOIL Delivered to COCS Public Works Project	1250	TONS			No Bid		**$22.00**	$27,500.00
1 ALT1	TOP SOIL Delivered to COCS Public Works Project	1250	CY	$26.00					
2	BEDDING SAND To be delivered to Public Works Project	1750	TONS			No Bid		**$16.75**	$29,312.50
2 ALT1	BEDDING SAND To be delivered to Public Works Project	1750	CY	$21.50					
3	TYPE D, GRADE 1 CRUSHED CONCRETE BASE To be delivered to Public Works Project	1500	TONS			**$21.50**	$32,250.00	$27.00	$40,500.00
3 ALT1	TYPE D, GRADE 1 CRUSHED CONCRETE BASE To be delivered to Public Works Project	1500	CY	$36.50					
4	RIP RAP 5 X 7" BULL ROCK To be Delivered to Public Works Project	1100	TONS	$42.00	$46,200.00	**$32.75**	$36,025.00	$59.00	$64,900.00
				Total Price	**$46,200.00**	**Total Price**	**$68,275.00**	**Total Price**	**$162,212.50**

CONVERSION CUBIC YARDS TO TONS

Conversion Rate of 1.4 cubic yards equals a ton

				Norman Materials, LLC.	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**
1	TOP SOIL Delivered to COCS Public Works Project	1250	TONS		Converted to Tons
1 ALT1	TOP SOIL Delivered to COCS Public Works Project	1250	CY	$26.00	$ 45,500.00
2	BEDDING SAND To be delivered to Public Works Project	1750	TONS		Converted to Tons
2 ALT1	BEDDING SAND To be delivered to Public Works Project	1750	CY	$21.50	$ 52,675.00
3	TYPE D, GRADE 1 CRUSHED CONCRETE BASE To be delivered to Public Works Project	1500	TONS		Converted to Tons
3 ALT1	TYPE D, GRADE 1 CRUSHED CONCRETE BASE To be delivered to Public Works Project	1500	CY	$36.50	$ 76,650.00
4	RIP RAP 5 X 7" BULL ROCK To be Delivered to Public Works Project	1100	TONS	$42.00	$46,200.00
				Total Price	**$221,025.00**

A cubic yard equals 1.4 tons

Cubic Yard unit Price X 1.4 times= unit ton price

May 26, 2022
Item No. 8.4.
BCS Curb Appeal Maintenance, LLC Franchise Agreement Ordinance

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 BCS Curb Appeal Maintenance, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

Summary: The proposed agreement would allow BCS Curb Appeal Maintenance, LLC 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. 22300463 BCS Curb Appeal Maintenance LLC - COCS Recyclables Franchise Agreement

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, BCS CURB APPEAL MAINTENANCE, 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 BVSWMA, 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	BCS Curb Appeal Maintenance, LLC
Attn: Michael Lucas, Fiscal Services	Attn: M. Chase Hamff, Manager
PO BOX 9960	PO Box 91
College Station, TX 77842	Wellborn, TX 77881
mlucas@cstx.gov	chase@curbappealmaintenance.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.

BCS CURB APPEAL MAINTENANCE, LLC

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rate is $250.00 per pull, 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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2022

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	CONTACT NAME: Sydney Robins	
Jones & Associates Inc. 1580 Copperfield Pkwy College Station, TX 77845	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sydney@jonesinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Lloyds	43559
INSURED	INSURER B : Mercury County Mutual Insurance Co	29394
BCS Curb Appeal Maintenance 3499 Mesa Verde Dr College Station, TX 77845	INSURER C : Texas Mutual Workers' Compensation Ins	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	85322320	7/15/2021	7/15/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS	X	X	BA420000017404	7/17/2021	7/17/2022	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			85322320	7/15/2021	7/15/2022	AGGREGATE	$
	[ ] DED [ ] RETENTION $							$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	0002050032	7/15/2021	7/15/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Certificate Holder is named as Additional Insured for ongoing and completed operations as required by written contract. General Liability coverage is primary and non-contributory. Waivers of Subrogation are provided on all policies on behalf of the Certificate Holder as required by 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

Sydney Robins

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May 26, 2022
Item No. 8.5.
Victoria Rehab (FM 2154 to Woodlake) Professional Services Contract 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 1 deducting the amount of $363,150 from the Professional Services contract with Quiddity Engineering, LLC for the Victoria Rehabilitation project.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: The City of College Station is under contract with Quiddity Engineering, Inc. for the design of the reconstruction of Victoria Road from FM 2154 to Woodlake. The original scope of the project was to reconstruct the existing rural asphalt cross section to concrete roadway with curb and gutter, storm sewer, sidewalks and illumination. After preliminary engineering was completed and a drainage analysis was performed, it was recommended to proceed with a full maintenance-type reconstruction (replacing subgrade and asphalt). This is due to the drainage impacts downstream and upstream resulting from a new concrete street with storm sewer. These impacts included the need for detention capacity, which could only come from modifying an existing detention pond or purchasing land to build a new detention facility. Other impacts included channel improvements within the Creek Meadows subdivision and possible upsizing of existing storm sewer well beyond the scope of the original project, as well as considerable right of way and easement acquisition.

The new scope of the project will include repaving the asphalt road, keeping the same cross section, adding roundabouts at the intersections with Creek Meadows Blvd and Woodlake Dr, and studying the placement and right of way needed for a sidewalk to connect Castlegate subdivision to Creek Meadows and FM 2154.

Because of the change of scope, we are closing out the original design contract with Quiddity Engineering, Inc. An item for the Council to consider a new design contract is also on this agenda.

Budget & Financial Summary: A combined total budget of $4,300,000 is currently appropriated for these projects in the Streets Capital Improvement Projects Funds. A combined total of $702,312.70 has been expended or committed to date, leaving a combined balance of $3,597,688.30 for this change order and future expenses.

Attachments:
1. Change Order 1 - Closing Contract

CHANGE ORDER NO. 1 DATE: 3/29/2022 Contract No. 21300231
P.O.#: 21201617 PROJECT: ST 1901 Victoria Rehab

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Quddity Engineering
PO BOX 95562 Ph:713-777-5337
Grapevine, TX 76099-9708 Fax:713-777-5976

PURPOSE OF THIS CHANGE ORDER:
Close out contract due to large project scope change. Will contunie work on the project under a new contract.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	1	Remaining Amount Left on Contract	$ 363,150.00	1	0	$ (363,150.00)
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ (363,150.00)

THE NET AFFECT OF THIS CHANGE ORDER IS A -79.2% DECREASE.

ALL ITEMS (Project Number / Account Number)	($363,150.00)		
TOTAL CHANGE ORDER	($363,150.00)		
ORIGINAL CONTRACT AMOUNT	$458,400.00		
CHANGE ORDER NO. 1	($363,150.00)	-79.2%	CHANGE
REVISED CONTRACT AMOUNT	$95,250.00	-79.2%	TOTAL CHANGE
ORIGINAL CONTRACT TIME		Days	
TIME EXTENSION NO. 1		Days	
REVISED CONTRACT TIME	0	Days	
SUBSTANTIAL COMPLETION DATE			
REVISED SUBSTANTIAL COMPLETION DATE			

APPROVED

A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
PROJECT MANAGER	Date	CITY MANAGER	Date
CITY ENGINEER	Date	MAYOR	Date
DEPARTMENT DIRECTOR	Date	CITY SECRETARY	Date

May 26, 2022
Item No. 8.6.
Victoria Ave Roundabouts Professional Services Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Quiddity Engineering, LLC in the amount of $182,900 for adding roundabouts and sidewalks on Victoria Avenue.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: Based on the findings of a completed drainage analysis for Victoria Ave, it is recommended that the street be kept as a two-lane asphalt road with roadside ditches. Because of development in the area and to better accommodate traffic through the intersections with Woodlake Dr and Creek Meadows Blvd, it is recommended to install concrete roundabouts at these intersections. This contract includes design of two roundabouts as well as identifying the needed right of way for a proposed sidewalk. It also includes design of a median at the intersection with FM 2154 to allow for right turns only.

Budget & Financial Summary: A combined total budget of $4,300,000 is currently appropriated for the project in the Streets Capital Improvement Projects Funds. A combined total of $702,312.70 has been expended or committed to date, leaving a combined balance of $3,597,688.30 for design and construction of this project.

Attachments:
1. Project Map1
2. Victoria Scope and Fee

City of College Station

NORTH

FM 2154

S DOWLING RD

I & GN RD & GN RD

KOPPE BRIDGE RD

P1-735

REDMAN LN

Feet

0 550 1,100

This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein.The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

General

The intent of this project is to provide design and construction phase services for the following:

- Installation of a roundabout at the intersection of Victoria Avenue and Woodlake Drive.
- Installation of a roundabout at the intersection of Victoria Avenue and Creek Meadows Boulevard.
- Relocation of Wellborn Water waterlines in conflict with the two (2) proposed roundabouts.
- Signing and striping along Victoria Avenue from Wellborn Road to Woodlake Drive including the two (2) proposed roundabouts.
- In kind replacement of culverts under the proposed roundabouts.
- Sidewalk feasibility study from Woodlake Drive to Wellborn Road.
- Installation of a forced right turn at the intersection of Victoria Avenue at Wellborn Road.

Scope of Services

1. PROJECT MANGEMENT
    a. Provide Project Administration and Controls
        i. Prepare subconsultant agreements and task orders, review invoices, etc.
        ii. Prepare and submit a monthly invoice package, which shall include the Engineer's invoice and a project development status update.
        iii. Project development/progress meetings with project team and Client.
        iv. Coordinate and communicate with project team and subconsultants.
        v. Coordinate and communicate with - City of College Station, project team and other stakeholders.
        vi. Develop and maintain project development schedule.
        vii. Quality Control and Quality Assurance (QC/QA) of all submittals.

    b. Attend project coordination meetings with the City of College Station. Prepare and submit a meeting agenda prior to each meeting and submit draft meeting notes for the City's review and approval following each meeting. The meetings shall include the following:
        i. Initial Kick-off Meeting.
        ii. Project Planning and coordination meetings with College Station. (virtual)
        iii. 30%, 60% and 90% review meetings with College Station.
        iv. Utility Coordination Meetings. (1 assumed)

2. SURVEYING
    a. Topographic Surveying Update
        i. Update topographic information in areas of recent change.
        ii. Topographic survey information will be collected and updated within the right-of-way along Creek Meadows Boulevard from Victoria Avenue to E. Beaver Creek Drive.
        iii. Locate drainage system details of ditches, culverts, storm sewers, and outfall flow lines.
        iv. Locate all visible improvements such as fences, driveways, retaining walls, landscape areas, sidewalks, impervious surfaces, etc.
        v. Locate visible utilities including manholes (with invert information), water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, etc.
        vi. Conduct an 811 utility locate (a public service) and provide horizontal locations of underground utilities as marked.

vii. Provide 1-foot contours as based on data collected on a 100-foot topographic survey grid.
viii. Provide size, type and location of all trees.
ix. Perform ROW verification of Creek Meadow Boulevard within project site and indicate on topographic survey deliverable.
x. All topographic surveying will be within public right-of-way.

3. PRELIMINARY ENGINEERING
   a. Sidewalk Feasibility Study
      i. Prepare one plan view schematic for proposed sidewalk improvements along one side of Victoria Avenue from Woodlake Drive to Wellborn Road.
      ii. Identify right-of-way needs based on the proposed sidewalk alignment.
      iii. Calculate quantities.
      iv. Prepare opinion of probable construction cost for sidewalk improvements.

   b. Traffic Engineering
      i. Document Vehicle Tracking, Fastest Path and Sight Distance Analysis for the preliminary roundabouts at Woodlake Drive and Creek Meadow Boulevard from the previously submitted PER.
      ii. The results will be summarized in a report along with any recommendations.

   c. Drainage Analysis and Design
      i. Utilize previously calculated H&H data from the Preliminary Engineering Report and the previous preliminary design phase for Victoria Avenue and update based on the desired direction of the City of College Station. The analysis and verification will only be for the cross-drainage structure at Victoria Avenue and Woodlake Drive and Victoria Avenue and Creek Meadows Boulevard.
      ii. Update the previously submitted PER with a revised drainage memo to reflect the current design concept in terms of the drainage infrastructure and system and roadway design. The proposed cross culvert system will be analyzed for an in-kind replacement and no upsizing is proposed.
      iii. Utilizing XP-Storm and/or HEC-RAS, the proposed roadway drainage cross culverts will be sized to convey existing conditions runoff for the current BCS Unified Design Guidelines designing to current culvert capacities of the two intersections.
      iv. Summarize drainage area maps, calculations, and output on proposed sheets within the proposed plan set.
      v. Final deliverable will include updated calculations, output, tables, appendices, and exhibits within a revised drainage memo.

      <u>Drainage Analysis & Design Assumptions</u>
      i. H&H analysis will utilize previously prepared data as part of the original PER and previous preliminary design phase plans including the use of Pre-Atlas 14 Rainfall amounts.
      ii. The cross culverts will be analyzed and sized for existing hydrologic conditions. The proposed design will be an in-kind replacement to match the existing peak discharge at the cross culverts.

iii. The existing peak discharge will be based on previous hydrologic analysis performed by JC, approximately 115 cfs for the 100-year at Victoria Avenue and Creek Meadows Boulevard. The existing hydrologic condition will be reviewed for subbasin development to match current conditions. The design plans for the downstream area inlet indicate approximately 81 cfs for the 100-year per the approved drainage report and subdivision plans prepared by Rabon Metcalf Engineering.
iv. The existing ditch, downstream Victoria Ave and Creek Meadows Blvd, has a capacity of approximately 25 cfs in current conditions. No improvements to the downstream ditch section is proposed.
v. The proposed structure crossing at Victoria Avenue and Woodlake Drive will be sized and restricted to current runoff by designing and installing similar sized structures. The current crossing is overtopped by approximately 3" and adding additional capacity could increase runoff downstream of Victoria Avenue and Greens Prairie Road requiring additional analysis and mitigation in the Castlegate Phase II detention pond. Effort for additional analysis is not included within this scope of work.
vi. Tailwater conditions at the Beaver Creek Drive inlet will be based on previous JC survey. The existing ditch, downstream Victoria Ave and Creek Meadows Blvd, was surveyed in March 2021.
vii. JC will respond to one (1) round of comments from the City. Additional comments or requested changes will be considered an additional service.

4. DESIGN PHASE
    a. General Design
        i. Prepare PS&E design details in accordance with the latest City of College Station policies and details. Cover Sheet, Index, General Notes, Bid Schedule, and Technical Specifications.

    b. Removal Plans
        i. Prepare layouts to delineate and quantify the limits of removals for pavement, drainage, and miscellaneous items.
        ii. Calculate quantities.

    c. Roundabout and Drainage Plans
        i. Prepare the various roadway and drainage plans and details required for PS&E development and deliverables including typical sections, geometrics, grading, and plan and profile sheets, etc.
        ii. Perform detailed grading design of roundabouts.
        iii. Establish limits of construction to establish and confirm ROW needs.
        iv. Develop necessary hydrologic and hydraulic data sheets: Drainage Area Map, Hydrology and Hydraulic Design Data.
        v. Assemble pertinent standard sheets and details.
        vi. Calculate quantities.

d. Erosion Control Plan
    i. Prepare base map for the limits of the project along with standard details for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
    ii. Assemble pertinent standard sheets and details.
    iii. Calculate quantities.

e. Traffic Control Plans (TCP)
    i. Prepare a TCP to include all geometry required to facilitate the movement of vehicles through the work zone at a reduced speed limit as well as work zone typical sections, lane markings, and standard details.
    ii. Provide Sequence of Construction and standards and general notes.
    iii. Assemble pertinent standard sheets and details.
    iv. Calculate quantities.

f. Signing & Pavement Markings
    i. Perform design to establish required pavement markings and signing.
    ii. Develop the various plans and details required for PS&E development and deliverables.
    iii. Assemble pertinent standard sheets and details.
    iv. Calculate Quantities.
    v. No traffic signal services are included.

g. Waterline Relocation Plans
    i. Waterline improvements involve relocation and consolidation of waterlines in conflict with proposed drainage improvements crossing under the proposed roundabouts.
    ii. Assemble pertinent plan and profile sheets, standard sheets and details.
    iii. Calculate quantities.
    iv. Utility flow analysis, line sizing, etc. is not included in this project scope.

h. Streetlight Design
    i. Provide Plans and Specifications for streetlight design for two (2) roundabout intersections, one at Victoria Avenue and Creek Meadows Boulevard, and the other at Victoria Avenue and Woodlake Drive.
    ii. Streetlight design will be based on the City of College Station LED streetlighting standards.
    iii. Streetlights may be placed on existing electric distribution poles or new steel streetlight poles in the right-of-way.
    iv. Streetlighting material specifications will utilize the City of College Station standards for streetlight poles, LED luminaries, and conduit placement.
    v. Electric circuits to serve the streetlights will be shown on the design utilizing a BTU streetlight controller serving the lighting circuits. BTU will furnish the point of service for the lighting circuits.
    vi. Calculate quantities.

i. Submittals
    i. 30% design submittal including the following pdf files:
        a. Drawings (2 copies 11x17)
        b. Sidewalk feasibility study
        c. Opinion of probable construction cost
    ii. 60% design submittal including the following pdf files:
        a. Drawings (2 copies 11x17)
        b. Sidewalk drawings (2 copies 11 x 17)
        c. Technical specifications
        d. Opinion of probable construction cost
    iii. 90% and Final design submittal including the following pdf files:
        a. Drawings (2 copies 11x17)
        b. Sidewalk drawings (2 copies 11 x 17)
        c. Technical specifications
        d. Opinion of probable construction cost
        e. Bid Schedule

5. BID/CONSTRUCTION PHASE
    a. The compensation for all Bid/Construction Phase services is estimated and will be invoiced based on hourly effort for each task.
    b. Bidding Phase Services
        i. Issue Addenda (up to 3) as appropriate to clarify, correct, or change the contract documents.
        ii. Attend the Pre-bid meeting.

    c. Construction Phase Engineering Services
        i. Provide a digital copy of conformed construction drawings and specifications, incorporating applicable addenda if applicable.
        ii. Attend the Pre-Construction meeting.
        iii. Attend bi-weekly construction progress meetings.
        iv. Perform monthly visits to observe progress and quality of work including the final punch list meeting with meeting minutes.
        v. Review shop drawings, submittals, RFI's, and test results.
        vi. Construction duration of 4 months is estimated.

    d. Record Drawings
        i. Produce Record Drawings based on redline as-built drawings provided by the contractor. Provide 1 digital copy in AutoCAD and PDF format.

    e. Construction Material Testing
        i. Construction materials testing and reporting will be provided to verify and document construction compliance with the contract documents for earthwork, base material and hot mix asphalt concrete. The compensation is estimated from our sub-consultant based on similar projects and will be invoiced based on sub-consultant invoice plus 10% markup.

Other Project & Scope Assumptions

1. Services resulting from changes after 60% approval in the general project scope, extent or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond the Engineer’s control shall be considered additional services and not included herein.
2. No structural design services are included.
3. No sanitary sewer design services are included.
4. No stormwater detention evaluation/design is included in this scope.
5. Field project representation / inspection services are not included.
6. Any other services not specifically stated within this scope of work shall be considered additional services including TxDOT or other agency requirements.

Payment is a lump sum in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

	Victoria Avenue Roundabouts	**Fee**
Project Management		
	Project Management	$ 10,000
	Total Project Management	**$ 10,000**
Surveying		
	Topographic Survey Update	$ 3,400
	Total Surveying	**$ 3,400**
Preliminary Engineering		
	Sidewalk Feasibility Study	$ 5,000
	Traffic Engineering	$ 5,000
	Drainage Analysis and Design	$ 12,000
	Total Preliminary Engineering	**$ 22,000**
Design Phase		
	General Design	$ 3,000
	Removal Plans	$ 3,000
	Roundabout and Drainage Plans	$ 50,000
	Erosion Control Plans	$ 3,000
	Traffic Control Plans	$ 6,000
	Signing & Pavement Markings	$ 8,000
	Waterline Relocation Plans	$ 10,000
	Streetlight Design	$ 16,500
	Total Design Phase	**$ 99,500**
Bid/Construction Phase		
	Bidding Phase	$ 4,000
	Construction Phase Engineering	$ 15,000
	Record Drawings	$ 3,000
	Construction Material Testing	$ 26,000
	Total Bid/Construction Phase	**$ 48,000**
	Total	***$ 182,900***

May 26, 2022
Item No. 8.7.
B-CS Habitat for Humanity Contract Change Order

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Change Order to a Community Development Block Grant Funding Agreement with Bryan-College Station Habitat for Humanity in the amount of $200,000 for the development at 14015 Renee Lane, the extension of the contract term, and a change to the Statement of Work reducing the number of house to be developed.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of a Change Order to Contract # 17300511 with Bryan-College Station Habitat for Humanity in the amount of $200,000, extension of the contract Term, and revision to the Statement of Work to reduce the number of houses to be developed to five (5).

Summary: In July of 2017, the City executed a Community Development Block Grant (CDBG) Funding agreement in the amount of $794,000 with Bryan-College Station Habitat for Humanity (Habitat) for the acquisition, development and infrastructure costs related to the development of at least eight affordable single-family homes at 14015 Renee Lane. The City of College Station annually receives CDBG from the U. S. Department of Housing and Urban Development and utilizes the funding to address the growing need for more affordable, decent housing units, creating a suitable living environment, and expanding economic opportunities, principally for low- to moderate-income residents. The City of College Station has a long history of partnering with Habitat to build quality, affordable homes for income-eligible homebuyers.

Acquisition was completed in July of 2017 and Habitat started working with the seller's engineering firm, who had developed a preliminary site plan that indicated the ability to develop 9 lots in a cluster development. The zoning in place would support this type of development. According to the attached request for additional funding received from Habitat, "BCS Habitat misunderstood the complexity of developing this property on Renee Lane at the time of entering into the contract. We entered into the contract with the understanding that there was a development plan ready to go and the engineering had already been paid for by the previous owners. This was how the property was represented by the sellers and confirmed by their engineers."

Habitat continued to work with the first engineering firm through January 2020, when they terminated their contract with them for lack of responsiveness. COVID lockdowns began in March 2020 and a contract was executed with a second engineering firm in April 2020. The preliminary evaluation by the second firm of the working plan developed by the first engineering firm was that the planned cluster development on the plat was not feasible due to the detention needed. The second engineering firm then started a new design to meet all of the existing requirements. The proposed site plan that has now been submitted for review includes 5 lots.

A complete timeline of the development work is included in the attached letter requesting additional

funds. Additional factors that have led to this request and proposed change order include rising costs due to inflation, supply chain issues, labor demands related to COVID and increases in construction during COVID due to low interest rates. These factors are beyond the control of Habitat and unanticipated in 2017.

This Change Order will also extend the contract period through June 30, 2023 to allow sufficient time for the construction of the houses and reduce the number of housing identified in the statement of work to 5.

If this Change Order is approved, the total CDBG funds invested in this development for acquisition, engineering, and infrastructure expenses will be $994,000, or $198,800 per lot. This amount does not include any expenses for housing construction.

Budget & Financial Summary: CDBG funds are available in the Community Development fund through an amendment to the 2022 Annual Action plan and FY22 budget. Funds will be transferred from Economic Development as no eligible activities have been identified during this fiscal year.

Attachments:

1. Attachment 1 - Request for Additional Funding 2022
2. Attachment 2 - Change Order #1

Bryan/College Station Habitat for Humanity®

Building homes, communities and *hope*

Debbie Eller, Director of Community Services

PO Box 9960, College Station, TX 77842

4/14/2022

Dear Debbie,

Please accept this letter as my request for an additional $200,000.00 in funding for the land development at Renee Lane (contract 17300511, $794,000, approved by council on July 13, 2017).

BCS Habitat misunderstood the complexity of developing this property on Renee Lane at the time of entering into the contract. We entered into the contract with the understanding that there was a development plan ready to go and the engineering had already been paid for by the previous owners. This was how the property was represented by the sellers and confirmed by their engineers, and I cannot speculate on why those assertions did not bear out.

Please see the timeline of the development work below.

July 2017 - We closed on the property July 20, 2017. We worked with the seller's engineers (referred to as First Engineers) on work refining and presenting the previous submitted preliminary plan with the city. Receive reimbursement from City of College Station in the amount of $477,307. This leaves remaining funds in contract of $316,693.

August 2017 – November 2017 - In August the city insisted we include adjacent land owner to the north. After three months of avoiding, delaying and refusing to cooperate, the city allowed us to move forward without his participation.

January 2018 - In January of 2018 we were notified that the preliminary plan had expired due to inactivity. Sent First Engineers sketches of new designs for layout, requiring a new contract for services.

February 2018 - We signed a new contract with First Engineers in February of 2018 as we determined that a new design would be needed.

March 2018 – Review engineer's designs

April 2018 – Review preliminary layout

June 2018 – Review preliminary design with engineer. At the end of the month we had a preapplication conference with College Station staff.

July 2018 – Review 8 lot design with engineer based on comments received at preapplication conference. Engineer begins researching what to do about the "creek" (lowest points on the property where water flows during sheet flow from precipitation, not a channel)

119 Lake St., Bryan, TX 77801-2030

Phone: (979) 823-7200 www.habitatbcs.org

September 2018 – Engineer recommends we work with environmental firm to analyze creek and use their recommendation

November 2018 – Environmental engineers report out after inspection recommending that the creek is not under restrictive jurisdiction.

January 2019 – First Engineer responds to Habitat requests for update promising updates soon.

February 2019 – Visited engineer's office in person to request updates as emails were not getting responses

March 2019 – Continue to request updates from engineer, no response

April 2019 – Continue requesting updates. Get a response on 4/24 apologizing and promising updates soon.

- Beginning in spring of 2019 and continuing through fall of 2020, staff turnover at Habitat presented challenges for giving this project full attention. Three of the four staff in our construction department left the organization, (two on site construction staff and the volunteer coordinator) and their replacements soon decided construction was not the field for them. Nathan Touchette, then our director of Property and Construction, took up the slack to keep construction moving forward as we also faced how to navigate building with volunteers and a disrupted supply chain during Covid. In fall of 2020, Aaron Shipp moved back to BCS from Midland to be our Director of Construction and in Spring of 2022 our Construction Superintendent rejoined staff.

May 2019 – Continue requesting weekly updates from engineer. Check with Anthony Armstrong at city to verify if anything has been submitted. (It has not). We begin conversations with Community Development staff about switching engineers due to lack of progress. Habitat staff meet with engineer to discuss lack of progress. We determine to complete preliminary plan phase with First Engineer and to switch to a different firm for final plat and construction phase.

June 2019 - new preliminary plan was submitted with a 9 lot design. We kept trying to maximize the number of lots yield by trying different design techniques and looking at the possibility of using variances. Comments received from submittal.

August 2019 - we switched from a cluster design to an 8 lot traditional development design.

September 2019 – 8 lot design preliminary plan & administrative adjustment submitted to the city

January 2020 - We terminated the contract with First Engineer on January 29, 2020 and requested all work documents.

February 2020 – Met with Second Engineer. Provided overview of work to that point and handed over work documents from First Engineer.

March 2020 – COVID begins. Lockdown and virtual meetings required.

April 2020 – Signed contract with Second Engineer. Their preliminary evaluation of the working plan (that had been part of the sales negotiation and the basis for the purchase) was that it was not possible given the amount of detention needed and the volume set aside for detention. The bank of the dam for the pond on the southern adjacent property had not been addressed in any way and made 2 of the proposed lots unserviceable. The proposed storm sewer connections located on the eastern edge of the property were not of sufficient depth to service the outflow and were of questionable capacity to handle the volume. At this point we realized that none of the characteristics that made the original design viable were realistic. Second Engineer begins researching where and how to tie in utilities, where to connect storm water discharge, how to work around the "creek", how to mitigate risk from the bank of the pond, etc.

July 2020 – make contact with owner of southern adjacent land where pond is located. Set up meeting.

August 2020 – Met with owner of southern adjacent land about his property, our property, co-development, and solutions to the pond bank being on our property. He agrees to let us move his pond at our expense to get the bank off our property. Habitat signed additional contract with Second Engineer for Master Development Lot Layout and combined detention for southern adjacent tract and Habitat property.

January 2021 – Signed additional contract with Second Engineer for topographic survey work

March 2021 – Signed additional contract with Second Engineer for work to acquire formal jurisdictional determination from US Army Corps of Engineers.

April 2021 – Received 1st cost estimate from Second Engineer of $333,982. We learned in February 2022 that this estimate was incomplete, however, that was not communicated in April of 2021. This amount was within the ability of Habitat to fund outside of remaining funds from city contract. Second Engineer submits formal request for US Army Corps of Engineers jurisdictional determination. (Determination received in October 2021 – six months later)

May 2021 – 6 lot design Master Preliminary Plan and construction drawings submitted to College Station. Addressing comments ongoing until approval. (Plans approved February 2022 – over 8 months later)

August 2021 – Requested draw #1 for engineering work from City of College Station.

September 2021 – Received $29,883 from City. $286,811 left in contract.

October 2021 – Received Approved Jurisdictional Determination and No Permit Required letter from US Army Corps of Engineers.

November 2021 – Habitat is requesting updates from engineer about new city reviewer and changes to detention area. Habitat forwards engineer update to CS Community Development, who disagrees with engineer's explanation. Habitat requests clarification ASAP from engineer.

December 2021 - After one week of no response from engineer Habitat staff involves owners for assistance (12/1). Update received and passed to CS Community Development and revised documents submitted to city on 12/7.

February 2022 – Master Plan approved by city 2/4. On 2/9, Habitat received updated (2nd ever) estimate from Second Engineer to begin bid document finalization. Estimate was $802,918. This is when Habitat learned that the first estimate was incomplete. Here is the explanation from Second Engineer:

> "To be honest our main focus was not the cost estimate at the time and we were not as detailed as we are able to now. A lot of items were still up in the air, and we were still coordinating service with CSU and some of those items had not been finalized.
>
> That estimate was lacking a lot of items, and again the main cost here is the storm sewer/pond that is needed down to the creek along Victoria."

Costs have also risen due to inflation, supply chain issues, and labor demands related to COVID and to increases in building during COVID due to low interest rates. These factors are beyond the control of Habitat and certainly unanticipated in 2017.

Habitat notified Community Development staff on the same day, 2/9, to request a meeting. Met with CS Community Development on 2/10 to develop new strategy to lower costs and meet HUD requirements.

Habitat requested meeting with owner of Second Engineer and some more experienced staff to brainstorm designs that would maximize number of lots and minimize costs. Met 2/24 and developed and refined ideas generated by Habitat staff.

March 2022 – Habitat, Second Engineer, and City of College Station staff met to review new design ideas. City staff suggested block length waiver and use of alleys to access additional parts of property from entrance on Renee Lane. Habitat and engineer work on multiple options using alleys and submit possible designs to Community Development. Parties agree on 5 lot design using T shaped alley. 3/31 cost estimate $526,233.

April 2022 – Second Engineer submitted 5 lot preliminary plan and block length waiver on 4/8. Habitat provided new title report on 4/14. Habitat submits request for additional funds to City of College Station.

Please see below for financial estimates to complete the project.

Funds spent since last draw not yet reimbursed: $6,613

Estimate for unbilled design work: $12,000

Estimate to complete 5 lot, T alley infrastructure work: $526,233

Total: $544,846

Funds remaining in contract: $286,811

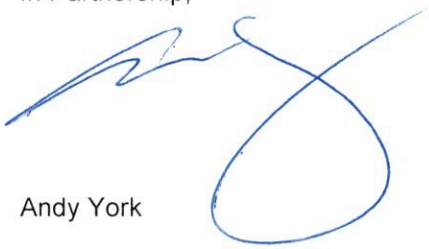
Additional funds requested: $200,000

Balance funded by BCS Habitat: $58,035

This amount will get the land ready to build, but cover none of the construction costs for the five homes.

We offer our sincerest thanks to you and your team and other city staff for helping us find a design that is both cost effective and yields a high number of lots.

In Partnership,



Andy York

Bryan/College Station Habitat for Humanity

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 17300511 PROJECT#: CD1712 BID/RFP/RFQ#: 17-058

Project Name / Contract Description: 14015 Renee Lane/Change Order in the amount of $200,000 to increase CDBG funds for acquisition and infrastructure expenses to construct 5 single- family homes for income-eligible homebuyers, along with exending the contract period by 18 mo

Name of Contractor: Bryan-College Station Habitat for Humanity

CONTRACT TOTAL VALUE: $ 974,000.00 **Grant Funded** Yes ■ No ☐
If yes, what is the grant number: B-16/17-MC-48-0007

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ■ No ☐ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ■ **CHANGE ORDER #** 1 ☐ **OTHER** _____

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

Funding is available in Community Development Budget through an Annual Action Plan and budget amendment to move $200,000 in Community Development Block Grant funds from Economic Development to Acquisition as no eligible economic development activities have been identified during this fiscal year. This transfer will help meet the timely expenditure requirements of the grant.

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT 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 _____

CHANGE ORDER NO. 1 DATE: 5/26/2022 Contract No. 17300511
PO No. 17205156 PROJECT: CD1712

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR: BCS Habitat for Humanity, Inc.
119 Lake Street
Bryan, Texas 77801 Ph: 979-823-7200
Fax:

PURPOSE OF THIS CHANGE ORDER:
Increase the contract amount and extend the contract time by an 18 months due to delays caused by 2 separate engineering firms procured by BCS Habitat for Humanity for platting the parcel at 14015 Renee Ln & infrastructure design, lengthy environmental issues & clearances caused by the Army Corps of Engineers, and unanticipated increases in construction materials & costs caused by COVID & supply chain issues.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	200,000	Additional CDBG funding	$1.00	794000	994000	$200,000.00
2		Article III Term - Change date to June 30, 2023				$0.00
3		Exhibit A - Detailed Statement of Work - Will develop				$0.00
		five (5) new, affordable, signle family residences			TOTAL	$200,000.00

THE NET AFFECT OF THIS CHANGE ORDER IS 25 % **INCREASE**/~~DECREASE~~.

LINE 1 (acct./work order number)	$200,000.00		
LINE 2 (acct./work order number)	$0.00		
LINE 3 (acct./work order number)	$0.00		
TOTAL CHANGE ORDER	$200,000.00		
ORIGINAL CONTRACT AMOUNT	$794,000.00		
CHANGE ORDER NO. 1	$200,000.00	25.00%	% CHANGE
CHANGE ORDER NO. 2	$0.00		% CHANGE
REVISED CONTRACT AMOUNT	$994,000.00		% TOTAL CHANGE
ORIGINAL CONTRACT TIME	53	Months	
Time Extension No. 1	30	Months	
Revised Contract Time	83	Months	
SUBSTANTIAL COMPLETION DATE	31-Dec-21		
REVISED SUBSTANTIAL COMPLETION DATE	30-Jun-23		

APPROVED

___N/A_____ _____
A/E CONTRACTOR Date DEPARTMENT DIRECTOR Date

_____ _____N/A_____
CONSTRUCTION CONTRACTOR Date ASST CITY MGR - CFO Date

_____ _____N/A_____
PROJECT MANAGER Date CITY ATTORNEY Date

___N/A_____ _____N/A_____
CITY ENGINEER Date CITY MANAGER Date

May 26, 2022
Item No. 8.8.
Provision of services by Global Payments Direct, Inc. ("Global") for Credit Card Payment Processing Services by approving Amendment No. 4

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to approve the provision of services by Global Payments Direct, Inc. ("Global") for Credit Card Payment Processing Services by approving Amendment No. 4 which renews the agreement and formally downward adjusts the annual estimated expenditure to $250,000.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff respectfully recommends approving Amendment No. 4.

Summary: This contract was originally approved by City Council on May 11, 2017 and it provided for an initial three-year term with two additional one-year renewal options with estimated annual expenditures being based on a contracted per-transaction rate and an estimated volume of transactions. The final renewal term is scheduled to expire on May 31, 2022 and Global's services are considered ongoing as their payment processing solution is integrated with the Tyler software products that are currently in use by the City which are Tyler Cashiering and Incode. Therefore, it is in the City's best interest to approve Amendment 4 to extend the life of the agreement for an initial three-year renewal term with two additional one-year renewal options. As a matter of additional information, Amendments 1-3, which were formally approved by City Council, either increased or decreased the annual not-to-exceed contract amount to accommodate the fluctuation of transaction activity. The following departments utilize this contract to process credit/debit card payments: Municipal Court, City Secretary and Accounting.

Budget & Financial Summary: Banking and service fees associated with the acceptance of credit cards as a method of payment are charged to each department that accepts Visa, MasterCard and Discover.

Attachments:
1. Global Payments Amendment 4 Letter Agreement

CITY OF COLLEGE STATION

the heart of the Research Valley

April 27, 2022

ATTN: Ken Anderson
GLOBAL PAYMENTS DIRECT, INC.
10 Glenlake Parkway Northeast
Atlanta, GA 30328

RE: Contract #17300033 ("Contract"), Term Extension, Letter Amendment #4
City of College Station General Service Contract

Dear Mr. Anderson,

The City of College Station ("City") and you, acting on behalf of Global Payments Direct, Inc. ("Global") would like to extend the term of the above-referenced Contract for an additional three-year term with an option to renew for two one-year terms, and to amend the annual amount not to exceed to $250,000.00 for the term of June 1, 2022 through May 31, 2025.

Currently, Global is the sole vendor for services to be rendered to the City under this Contract that fully integrates with City's Tyler (Munis) products which is necessary to process payments.

Both the City and Global mutually agree that Sections 1.1/Consideration and 1.4/Term of the Contract be amended to read in their entirety as follows:

1.1 Consideration. For the annual period of June 1, 2021 through May 31, 2022, in consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Three Hundred Sixty-Five Thousand and No 100 Dollars for each year this Contract is in effect.

Thereafter, in consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Two Hundred Fifty Thousand Dollars and no/100 ($250,000.00) for each year this Contract is in effect.

1.4 Term. The services performed under this Contract are of an ongoing nature. Effective June 1, 2022, an extended term of the Contract will commence and be of a duration of three (3) years. Following such Contract extension, the City reserves the right to renew the Contract for two additional one (1) year terms upon written notice by the City to the Contractor and Contractor's written acknowledgement thereof. Should the City fail to notify the Contractor of a renewal prior to the expiration date; the Contract shall remain effective on a month-to-month basis under the same terms and conditions. At any time during the term of this Contract or at renewal, and upon written request to the Contractor, the City may review the rate schedule attached hereto.

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, the parties indicate their written mutual acceptance of this renewal and amendment in accordance with the terms of the Contract.

In order to assist in processing, we ask that you electronically sign the following acceptance letter via DocuSign.

Sincerely,

Lisa D. Davis, CPM, APP
Purchasing Manager

PO Box 9960
1101 Texas Avenue
College Station, TX 77842
www.cstx.gov

CONTRACT EXTENSION AND LETTER AMENDMENT NO. 4 ACCEPTANCE
Contract No. 17300033

ACCEPTED AND APPROVED:

GLOBAL PAYMENTS DIRECT, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

_____
Bryan Woods, City Manager

Date: _____

APPROVED

_____
City Attorney

Date: _____

_____
Asst. City Manager/CFO

Date: _____

May 26, 2022

Item No. 8.9.

Annual contract for the on-site security operations for City-sponsored events and security detail for Northgate.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving an annual contract for the on-site security operations for City-sponsored events and security detail for Northgate, through the General Services Administration (GSA) Cooperative. The estimated annual expenditure is $160,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends award to TNT Security Solutions, LLC

Summary: TNT Security Solutions, LLC is a GSA contractor for the on-site security operations for City sponsored events and security detail for Northgate. (Contract 47QSWA21D0051) GSA is a purchasing cooperative for public agencies. All products and services available for purchase through GSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

Upon Council approval a not to exceed contract will be issued for City departments that need this service. The service will be expensed as needed basis. This is a one-year contract with the option of two possible renewal terms.

Budget & Financial Summary: Funds are available in the department’s FY22 budget.

Attachments:

1. 22300486 - BW

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 22300486 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Annual Contract for On-site Security operations at City sponsored events and security detail for Northgate.

Name of Contractor: TNT Security Solutions, LLC

CONTRACT TOTAL VALUE: $ 160,000.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: _____

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
The budget is available for this service through the department(s) handling the event.

*(If required)**
CRC Approval Date*: n/a **Council Approval Date*:** 5/26/22 **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** n/a **Payment Bond:** n/a **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT 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
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City") and **TNT Security Solutions, LLC.** (the "Contractor"), for the following work:
Security needs for City events on an as needed basis
as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Sixty Thousand **and** 00 **/100 Dollars ($** 160,000.00 **).**

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

☐ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:

_____.

OR

☑ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II
CHANGE ORDERS

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV
INSURANCE

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 officers, agents, volunteers, and employees.

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "C"**.

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

(c) Workers' Compensation/Employer's Liability.

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

(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.

4.05 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 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 $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. 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 not exclude 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.

4.06 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 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.

4.07 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and

(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V
INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. 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. 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.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, 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 that is caused by, 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 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. 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.

ARTICLE VI
GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

6.03 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.

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 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 Act (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.

6.07 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 or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

6.09 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.

6.10 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.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION	TNT SECURITY SOLUTIONS, LLC.
Attn: Brandi Whittenton	
PO BOX 9960	Attn: Travis Lacox
1101 Texas Ave	8330 Gourd Neck Loop
College Station, TX 77842	Franklin, TX 77856
bwhittenton@cstx.gov	travis.lacox@tntsecuritysolutions.c

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

6.18 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.** Scope of Services
- **B.** Payment Schedule
- **C.** Certificates of Insurance

TNT SECURITY SOLUTIONS, LLC.

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Contract is for Security needs for City events on an as needed basis.

EXHIBIT B
PAYMENT SCHEDULE

☑ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☐ Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

GSA Contract Number 47QSWA21D0051

Hourly Rate is 69.50
Holiday hourly rate is: 104.25

There will be a 4hr minimum charge per officer(s)
Cancellation must be within 24hrs prior to service.
If notification is not within 24hrs there will be a charge for a minimum 4 hours.

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2022

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 CHICAGOJONES INS AGENCY WILLIAM LLOYD JONES DBA 2454 NEWARK CIRCLE COLLEGE STATION TX 77845	CONTACT NAME: BILL JONES PHONE (A/C, No, Ext): (979) 820-0375 FAX (A/C, No): (979) 589-4307 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PELEUS INSURANCE COMPANY — 34118
INSURED TNT SECURITY SOLUTIONS LLC 8330 GOURD NECK LOOP FRANKLIN TX 77856	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 00067564 REVISION NUMBER: 00068931

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLV0001343	11/10/2021	11/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	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? (Mandatory in NH) Y / N N/A 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	$ $ $

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

THE ABOVE POLICY INCLUDES A BLANKET ADDITIONAL INSURED ENDORSEMENT AS WELL AS A BLANKET WAIVER OF SUBROGATION ENDORSEMENT BOTH PROVIDED WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND CERTIFICATE HOLDER REQUIRING SUCH
THE LISTED POLICY CONTAINS ENDORSEMENT WITH PRIMARY & NON CONTRIBUTORY WORDING

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
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

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May 26, 2022

Item No. 8.10.

Presentation, discussion, and possible action on renewal of Gartner subscription agreement in the amount of $149,378.00.

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on renewing a subscription agreement with Gartner, Inc. for $149,378.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the contract

Summary: This contract renewal is to renew the license subscription for Gartner and add a new subscription for the Cybersecurity division. Gartner is a technological research and consulting firm used by the IT Department.

Gartner for public sector will provide the IT Department with monthly meetings, access to expert advice, technical reviews of products and software, multiple opportunities for seminars or conferences, and no cost training. Access to Gartner experts allows the IT Department to make better decisions and drive digital government initiatives.

The city has used Gartner for four years. With this renewal we are adding a cyber security component, which would allow city cyber security staff access to detailed cyber experts along with up to the minute warnings and insight for the future.

The use of Gartner saves valuable staff time and allows the city to take advantage of proven technologies and training.

Budget & Financial Summary: Funds will be coming out org 10011250 obj 5935.

Attachments:
1. GartnerContract

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 18300569 Y4 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: IT Research and Advisory Subscription Svcs
DIR=TSO-TMP-414

Name of Contractor: Gartner Inc.

CONTRACT TOTAL VALUE: $ 149,378.00

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

Debarment Check ☐ Yes ■ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ■ No ☐ N/A
Davis Bacon Wages Used ☐ Yes ■ No ☐ N/A
Buy America Required ☐ Yes ■ No ☐ N/A
Transparency Report ☐ Yes ■ No ☐ N/A

☐ **NEW CONTRACT** ■ **RENEWAL #** 4 ☐ **CHANGE ORDER #** ____ ☐ **OTHER** _____

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

Org 10011250 Obj ~~5315~~ 5935

*(If required)**

CRC Approval Date*: 6/1/2018 **Council Approval Date*:** 5/26/22 **Agenda Item No*:** _____

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

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

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 _____*

APPENDIX D to DIR Contract No. DIR-TSO-4099

Gartner, Inc. Services Agreement for City of College Station ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Executive Programs with Industry	Member Basic - Energy & Utilities - Multi User	1	Sam Rivera	01-APR-2022	31-MAR-2023	$72,343.00	$72,343.00
Executive Programs	Member	1	Tim Van Aken	01-APR-2022	31-MAR-2023	$89,680.00	$89,680.00
IT News and Insight	Subscription - IT Team Access	1	Iroshi Price	01-APR-2022	31-MAR-2023	$0.00	$0.00
				Term Total	(Excluding applicable taxes)		$162,023.00
				Estimated Credit	(Excluding applicable taxes)		($12,645.00)
				TOTAL	(Excluding applicable taxes)		$149,378.00
				Total Services:	(Excluding applicable taxes)		$149,378.00

1-29FN33HZ 2301 WRD OS FA000112

REPLACEMENT OF SERVICES. Upon execution by both parties, this SA shall cancel the previous Service Agreement or Letter of Agreement dated 01-JUN-2021, between Client and Gartner or any wholly-owned affiliate of Gartner, Inc. (the "Contract"). Client will receive a credit, which represents the portion of the fee paid by Client applicable to the remaining, unfulfilled Term of the Contract. This credit will be applied to the invoice for this Service Agreement between Client and Gartner, and is subject to confirmation of the payment previously made to Gartner or any wholly-owned affiliate of Gartner, Inc.

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Executive Programs Member	http://sd.gartner.com/sd_ep_member.pdf
Executive Programs with Industry Member Basic - Energy & Utilities - Multi User	http://sd.gartner.com/sd_ep_member_basic_industry.pdf
IT News and Insight Subscription - IT Team Access	http://sd.gartner.com/sd_it_news_insight.pdf

3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. **CUSTOMER BILLING INFORMATION**

Purchase Order Number	*Billing Address*	
Invoice Recipient Name	*Invoice Recipient Email*	*Invoice Recipient Tel. No.*

5. AUTHORIZATION

State of Texas Customer:	**Gartner, Inc.**
Signature/Date	*Signature/Date*
Print Name and Title	Print Name and Title

General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
2. ***Services*** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. ***Modification of Services by Vendor.*** In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. ***Licensed User*** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
5. ***Ownership and Use of the Services.*** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the ***Usage Guidelines for Gartner Services*** (**"Guidelines"**), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

   Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.
6. ***Access to the Services***. ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
7. ***Monitoring of Usage.*** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
8. ***DISCLAIMER OF WARRANTIES***. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
9. ***Applicable Law***. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.
10. ***Customer Confidential Information.*** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 05/11/2022

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
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Casualty Co. of Reading PA	20427
INSURER B:	Valley Forge Insurance Co	20508
INSURER C:	National Fire Ins. Co. of Hartford	20478
INSURER D:	Continental Casualty Company	20443
INSURER E:	The Continental Insurance Company	35289
INSURER F:	AIG Specialty Insurance Company	26883

INSURED
Gartner, Inc.
56 Top Gallant Road
PO Box 10212
Stamford CT 06904-2212 USA

COVERAGES **CERTIFICATE NUMBER:** 570093068648 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			6081135048	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
D	AUTOMOBILE LIABILITY			6081318420	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB X OCCUR			6011488543	06/30/2021	06/30/2022	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			585006231 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N	N/A		585006276 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
F	E&O-MPL-Primary			013599052 Cyber/Privacy/Claims SIR applies per policy terms & conditions	06/30/2021	06/30/2022	Professional Liab.	$10,000,000
							Cyber	$10,000,000
							Retention	$2,500,000

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

City of College Station is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Workers Compensation, Excess Liability and Professional Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Workers Compensation, and Professional Liability policies. Umbrella Liability follows form of underlying coverage: General Liability, Auto Liability and Employer's Liability.

CERTIFICATE HOLDER

City of College Station
Risk Management
PO Box 9960
College Station, TX 77842 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570093068648

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AGENCY CUSTOMER ID: 570000073310
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Gartner, Inc.
POLICY NUMBER: See Certificate Number: 570093068648	
CARRIER: See Certificate Number: 570093068648 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lloyd's Syndicate No. 5361	1045Fl
INSURER H: Federal Insurance Company	20281
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		585006326 Retrospective	06/30/2021	06/30/2022		
	OTHER							
H	EPL - Primary			82611717 Claims Made SIR applies per policy te	10/15/2021 rms & condit	10/15/2022 ons	Limit per Occurrence	$10,000,000
							Retention	$1,000,000

ACORD 101 (2008/01)
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May 26, 2022
Item No. 8.11.
Lincoln Center Park Improvements - Playground Equipment Replacement

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract in the amount of $206,193 with Quality Works Construction, Inc. for Lincoln Center Park Improvements that includes the replacement of playground equipment.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract with Quality Works Construction, Inc. in the amount of $206,193 for the Lincoln Center Park Improvements

Summary: The playground equipment at the Lincoln Center has reached the end of it's useful life. This proposed project includes the demolition of existing antiquated playground equipment and replacing it with newly upgraded equipment. As the project is located at the Lincoln Center, this project was determined to be eligible for Community Development Grant funds and was included in the FY22 (PY21) Annual Action Plan and Community Development Budget.

Two bids were received in response to ITB22-049. One bid was determined to be unresponsive. Quality Works Construction, Inc. submitted a bid of $206,193 that was reviewed and determined to meet the specifications.

Budget & Financial Summary: Community Development Block Grant funds for this contract are available in the FY22 (PY21) Community Development budget.

Attachments:
1. 1 - ITB 22-049 Bid Tabulation
2. 22300516 Quality Works Construction

City of College Station
ITB 22-049, Lincoln Center Park Improvements
Bid Opening: Friday, April 29, 2022 at 2:00 p.m. CST

				QUALITY WORKS CONSTRUCTION, INC. NAVASOTA, TX	
ITEM	**QTY**	**Unit**	**Description**	**Unit Price**	**Total**
1	69	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	$ 230.00	$ 15,870.00
2	88	SY	Remove brick pavers as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	$ 100.00	$ 8,800.00
3	2	EA	Remove bike racks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	$ 400.00	$ 800.00
4	130	LF	Remove playground perimeter curb as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	$ 92.00	$ 11,960.00
5	89	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 190.00	$ 16,910.00
6	16	CY	Install 4" thick concrete playground basin and perimeter curb, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 736.00	$ 11,776.00
7	4	CY	Install concrete walls, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 800.00	$ 3,200.00
8**	1	LS	Furnish and Install playground structure by Superior Playground, or approved equivalent, as shown on plans & specifications, to include removal of existing playground structure and surface, as well as all proposed materials, labor and equipment to complete the work, complete in-place. List Manufactor below	$ 60,000.00	$ 60,000.00
9	200	CF	Install 1" minimum of pea gravel under surfacing around the trees and necessary amount under 2.75" thick playground surfacing to fill drainage basin as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 88.00	$ 17,600.00
10	218	SY	Furnish and Install minimum 2.75" IPEMA certified shredded bonded rubber safety surface (1/3 Red, 1/3 Green, and 1/3 Tan with aromatic binder), or approved equivalent, as shown on plans & specifications, to include all materials, concrete saw cuts and grading, labor and equipment to complete the work, complete in-place. Provide a sample to the City Parks Department before placement.	$ 187.00	$ 40,766.00
11	106	LF	Install 4" PVC SCH 40, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 51.50	$ 5,459.00
12	64	SY	Provide postive drainage by infilling areas, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place. Provide City Parks Departemnt with a grading plan before proceeding.	$ 121.50	$ 7,776.00
13	1	LS	Furnish a licensed arborist and provide tree protection (Estimated 125 LF) and Tree anchor/brace as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 500.00	$ 500.00
14	478	LF	Install and remove erosion control log dams as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	$ 4.50	$ 2,151.00
15	175	SY	Furnish and Install hydro-mulch bermuda and rye mix in disturbed areas as shown in plans. To include smoothing, minor grading, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	$ 15.00	$ 2,625.00
			Total Base Bid	$	206,193.00

8**			**List Playground structure manufactor** _____	Game Time Total Recreation Products
Addendum#3			Acknowledge of Addendums	Y
			Bid Bond	Y
			Section 3 information	Y
			NOTES: Dudley Construction is deemed non-responsive due to not having the correct bid form.	Caluclation errors items highlighted are correct.

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300519 PROJECT#: CD2134 BID/RFP/RFQ#: ITB22-049

Project Name / Contract Description: Lincoln Center Park Improvements / Improvements to the playground at the Lincoln Center including replacement of equipment

Name of Contractor: Quality Works Construction, Inc.

CONTRACT TOTAL VALUE: $ 206,193.00

Grant Funded Yes ■ No ☐
If yes, what is the grant number: B-20-MC-48-0007

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ■ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ■ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

CDBG Public Facility funding allocated through FY22 (PY21) Community Development budget.
2 bids were received through ITB22-049 but one was determined to be non-responive. The bid amount was below the amount allocated for the project. (Budget - $235,925 vs Bid - $206,193.00).

*(If required)**

CRC Approval Date*: n/a **Council Approval Date*:** 5.26.22 **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

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT 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 Quality Works Construction, Inc (the "Contractor") for the construction and/or installation of the following:
As described in ITB 22-049 Lincoln Center Improvements.

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: Two Hundred Six Thousand One Hundred Ninety-Three and NO **/100 Dollars ($** 206,193.00 **)**.

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 (1) 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 NO/**100 DOLLARS ($**200.00**)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of

liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) 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 (l) 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 (l) 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 (l) 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 (l) year after the installation or completion. The one (l) 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 <u>not</u> 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

QUALITY WORKS CONSTRUCTION, INC.

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20220234 01/21/2022

Superseded General Decision Number: TX20210234

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that aresubject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

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

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* IRON0084-011 06/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.01	7.56

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* PLUM0068-002 10/01/2021

	Rates	Fringes
PLUMBER	$ 36.83	11.71

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* PLUM0211-002 10/01/2021

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only)	$ 37.03	12.56

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 Division National Office Branch of Wage Surveys. 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, _____, 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 Two Hundred Six Thousand One Hundred Ninety-Three _____ and NO _____ /100 Dollars ($ 206,193.00 _____) 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 22-049 Lincoln Center Improvements. _____ _____, 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:

QUALITY WORKS CONSTRUCTIONS, INC.

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

(Name of Contractor)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

By: _____

Name: _____

Title: _____

Date: May 26, 2022

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

_____
(Full Name of Surety)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

_____
(Address of Surety for Notice)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 21300519
Construction Agreement Over $50,000
Form 07-22-2021

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 Two Hundred Six Thousand One Hundred Ninety-Three and NO /100 Dollars ($ 206,193.00) 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 26 day of May, 20 22, for As described in ITB 22-049 Lincoln Center Improvements., 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:

QUALITY WORKS CONSTRUCTION, INC.

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

(Name of Contractor)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

By: _____

Name: _____

Title: _____

Date: May 26, 2022

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

_____
(Full Name of Surety)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

_____

_____
(Address of Surety for Notice)

By: _____

Name: _____

Title: _____

Date: May 26, 2022

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 21300519
Construction Agreement Over $50,000
Form 07-22-2021

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
PLANS AND SPECIFICATIONS

Plans and Specification are loaded as separate documents on Brazosbid.ionwave.net

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

CITY OF COLLEGE STATION
ITB 22-049 Lincoln Center Improvements
Bid Opening Tuesday, April 26, 2022 at 2:00 p.m. CST.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			Lincoln Center Improvements		
1	69	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	230.	15,870.
2	88	SY	Remove brick pavers as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	100.	8,800.
3	2	EA	Remove bike racks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	400.	800.
4	130	LF	Remove playground perimeter curb as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	92.	11,960.
5	89	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	190.	16,910.
6	16	CY	Install 4" thick concrete playground basin and perimeter curb, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	736.	~~11,8~~ $11,776.00
7	4	CY	Install concrete walls, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	800.	3,200.
8**	1	LS	Furnish and Install playground structure by Superior Playground, or approved equivalent, as shown on plans & specifications, to include removal of existing playground structure and surface, as well as all proposed materials, labor and equipment to complete the work, complete in-place. List Manufactor below	60,000.	60,000.
9	200	CF	Install 1" minimum of pea gravel under surfacing around the trees and necessary amount under 2.75" thick playground surfacing to fill drainage basin as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	88.	~~7,744.~~ $17.600.00
10	218	SY	Furnish and Install minimum 2.75" IPEMA certified shredded bonded rubber safety surface (1/3 Red, 1/3 Green, and 1/3 Tan with aromatic binder), or approved equivalent, as shown on plans & specifications, to include all materials, concrete saw cuts and grading, labor and equipment to complete the work, complete in-place. Provide a sample to the City Parks Department before placement.	187	40,766.
11	106	LF	Install 4" PVC SCH 40, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	51.5	5459.
12	64	SY	Provide postive drainage by infilling areas, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place. Provide City Parks Departemnt with a grading plan before proceeding.	121.5	7,776.
13	1	LS	Furnish a licensed arborist and provide tree protection (Estimated 125 LF) and Tree anchor/brace as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	500.	500.
14	478	LF	Install and remove erosion control log dams as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	4.5	~~2,155.~~ $2,151.00
15	175	SY	Furnish and Install hydro-mulch bermuda and rye mix in disturbed areas as shown in plans. To include smoothing, minor grading, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	15	2625
			Total Base Bid		$ ~~196,373~~ $206.193.00

8**
Addendum#3

List Playground structure manufactor GAMETIME Total Recreation Products

Bid Form 1 of 1

May 26, 2022
Item No. 8.12.
Sheltering services provided by the Aggieland Humane Society.

Sponsor: Chris Perkins

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an animal sheltering services agreement with the Aggieland Humane Society.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Recommend council review this agreement.

Summary: The City of College Station contracts with the Aggieland Humane Society for animal sheltering services and has contracted their services since 2011. The purpose of this contract is to continue services with the Aggieland Humane Society for fiscal years 2023-2027. The City and the Humane Society have negotiated the FY23 funding level based upon historical and anticipated demand for services, at a proposed cost of $276,000. Costs for the initial year of the agreement are delineated in the proposed budget for the Humane Society and costs in all subsequent years will be established through resolution.

Budget & Financial Summary: Not to exceed $276,000 in FY 2023. Costs in all subsequent years will be established through resolution.

Attachments:
1. CS Animal Shelter Agreement FY 2023-2027
2. FYE 2023 College Station Package

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 22300511 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Agreement for Animal Shelter Services provided by Aggieland Humane Society, Inc.

Name of Contractor: Aggieland Humane Society, Inc.

CONTRACT TOTAL VALUE: $ 276,000

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

Debarment Check ☐ Yes ■ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ■ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ■ No ☐ N/A
Buy America Required ☐ Yes ■ No ☐ N/A
Transparency Report ☐ Yes ■ No ☐ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

Funds are budgeted and available in the General Fund. Annual amount approved as part of the budget process.

Payments for sheltering services are made to the shelter in equal installments on a monthly basis.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 5/26/2022 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
LEGAL DEPARTMENT DATE

_____ _____
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

_____ _____
MAYOR (if applicable) DATE

_____ _____
CITY SECRETARY (if applicable) DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED BY AGGIELAND HUMANE SOCIETY, INC.

This Agreement is by and between the **City of College Station,** a Texas home rule municipal corporation ("City") and the **Aggieland Humane Society, Inc.**, a Texas non-profit corporation, ("Shelter").

WHEREAS, the Shelter operates an animal Shelter facility located at 5359 Leonard Road, Bryan, in Brazos County, Texas, housing stray, unwanted or abandoned animals; and

WHEREAS, the City needs a facility to house animals it takes possession of in the City pursuant to its ordinances after animals have been abandoned, seized, or are considered strays as defined by the City's ordinances; and

WHEREAS, the City desires to have the Shelter perform animal services, including the collection, administration and accounting of funds associated with impoundment, boarding and licensing of animals brought to the Shelter by the City; and

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants expressed, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE ONE
DEFINITIONS

The Parties agree that the following definitions shall apply to this Agreement:

1.1 Animals mean domestic animals such as dogs, cats and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock.

1.2 Annual Payment means the annual amount City pays the Shelter for its services pursuant to this Agreement.

1.3 Birds and Fowls means an animal belonging to the class of Aves including members of the parrot family and all game birds, including, but not limited to dove, quail, duck, goose, pigeon, cardinal, blue jay, robin, sparrow, blackbird, and crow.

1.4 City Licensing Program means the City program of licensing dogs and cats in accordance with City's ordinance and Chapter 826, Texas Health and Safety Code.

1.5 Facility means the Shelter's facility used for providing shelter and other services for the City currently located at 5359 Leonard Road, Bryan, Texas.

1.6 Livestock means the same as in Texas Agriculture Code Section 1.003(3) and shall include

cattle, horses, mules, asses, sheep, goats and hogs and shall also include bison, swine and other equine, poultry, wild rabbits, exotic animals, or domestic game birds.

ARTICLE TWO
IMPOUNDMENT

2.1 Facility. The Shelter represents that its Facility may house and process animals for the City in a manner for the Shelter to meet its Agreement obligations as well as meets applicable the legal requirements for animal Shelters, including all rules and regulations pursuant to Chapter 823 Texas Health and Safety Code.

2.2 Impoundment. The Shelter will accept all animals brought to its Facility by the City. Such animals shall be impounded under the exclusive control and custody of the Shelter for periods of time as required by Title 10, Texas Health and Safety Code and the City's ordinance except as hereinafter set forth. The Shelter is the designated caretaker of a stray, impounded or surrendered animals immediately upon intake at the Shelter. Before delivery to the Shelter, the City shall scan for microchips or search for a City license and use all reasonable diligence to notify the licensed owner, if any. The City shall take all injured animals that are licensed and tagged in accordance with the City's licensing program to a veterinarian or animal clinic during the Shelter's non-business hours for treatment in accordance with City's ordinance.

2.3 Hold Period. Every animal delivered to the Facility by the City shall become the sole and exclusive property of the Shelter to process in accordance with this Agreement, including in accordance with the City's Ordinance regarding impoundment and redemption. The City agrees that the passage of three (3) business days beginning from the date of delivery to the Shelter of every impounded stray animal is the "Redemption Period." Neither the City or the City's agents r City shall have any claim or right to any animal not claimed and redeemed during the Redemption Period.

2.4 Care. The Shelter will provide reasonable and appropriate care for all animals delivered to the Facility by the City. This includes adequate shelter, food, water and all other humane treatment.

ARTICLE THREE
ANIMAL DISPOSITION

3.1 Disposition Policy. The has the undisputed right, consistent with the City's ordinance, Title 10, Texas Health and Safety Code and this Agreement, to dispose of every animal given into its custody in accordance with the following terms:

- **(a)** Return the animal to its former owner, if possible;
- **(b)** Place unclaimed animals in the care, custody, and control of new owners; or
- **(c)** Humanely destroy animals not claimed by owners.

3.2 Screening Potential Owners. The Shelter has the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the Shelter shall have the sole and exclusive right to determine when animals are to be placed in a new home or destroyed but agrees to make a good faith attempt to place animals prior to destroying them. Notwithstanding the foregoing, the Shelter shall have the right to humanely destroy any animal impounded that is found to be physically suffering, injured or have a communicable disease before the end of the Redemption Period.

3.3 Impoundment, Boarding and Adoption Fees. The Shelter agrees, in accordance with Paragraph 3.1 of this Agreement, that if the owner of an impounded animal shall claim the animal before the Redemption Period the Shelter shall collect from the owner the then current impoundment fee together with the cost of boarding at the then current rate per animal. The Shelter shall require the owner of every impounded animal to pay all applicable fees including licensing and vaccination fees of an impounded animal which has not been inoculated and licensed, as appropriate. The Shelter shall set, in its sole discretion, all fees, if any, it charges to the public for an animal adoption.

ARTICLE FOUR
COLLECTION OF FEES

4.1 Enforcing Agency. City designates the Shelter and Shelter agrees to serve as the enforcing agency on behalf of the City for purposes set forth in this Agreement. The Shelter will act on City's behalf by charging, collecting, and accounting for those fees it receives pursuant to City's ordinance, including licensing fees, impoundment fees and boarding fees.

4.2 Disposition of Funds. The City assigns to the Shelter those fees collected for the registration of dogs and cats within Brazos County commonly referred to as "license fees" as well as impoundment fees and boarding fees.

ARTICLE FIVE
COST OF SERVICES AND FEES

5.1 Cost. The City will pay the Shelter for the services rendered in an Annual Payment The Annual Payment amount is approved by Council in the City's approved annual budget each year.

5.2 Billing. The Shelter will invoice the City the Annual Payment amount in twelve (12) equal monthly installments. City will pay the monthly invoices pursuant to the Texas Prompt Payment Act.

5.3 Annual Adjustment. Before May 31st the parties agree to determine the Annual Payment amount for the next City fiscal year. Annual Payment amount is calculated by taking into consideration the reasonably anticipated annual costs for the Shelter to perform its services at the Facility, the reasonably anticipated annual amount of licensing fees the Shelter expects to receive

on behalf of the City, and other fees the Shelter collects that off-set operating expenses attributed to City. In determining the reasonably anticipated annual costs for the Shelter to perform its services, the actual total costs of such services to the proportionate care costs for animals the Shelter processes for the City is taken into consideration. The City agrees to adopt the new mutually agreed upon Annual Payment amount for each year this Agreement is in effect in connection with the adoption of its approved annual budget.

5.4 Additional Charges. In addition to the Annual Payment amount, there may be such additional charges assessed to the City for services performed by Shelter hereunder and as may from time to time be mutually agreed upon in writing.

5.5 Livestock, Birds and Fowl. The responsibility for seizing, securing, housing and disposing of livestock belongs to the Brazos County sheriff's Office. If the City delivers livestock to the Shelter the Shelter shall be paid for actual expenses it incurs to feed, house, transport and dispose of such livestock in addition to any other amounts under this Agreement. If the City delivers birds or fowl to the Shelter the Shelter shall be paid for actual expenses it incurs to feed, house, transport and dispose of such birds and fowl in addition to any other amounts under this Agreement. Shelter will follow all applicable laws in processing livestock, birds and fowl hereunder.

5.6 Report.

(a) The Shelter shall provide to the City, on or before the 20th day following each month during the term of this Agreement, a report setting forth the following information for each animal delivered by the City to the Facility:

- **(i)** date delivered to the Shelter;
- **(ii)** source of delivery (name of animal control officer);
- **(iii)** type of animal (cat, dog or other);
- **(iv)** duration of stay at the Shelter for each animal delivered by the City;
- **(v)** reason for impoundment if not a stray; and
- **(vi)** total number of animals delivered to the Shelter.

(b) The Shelter will also provide to the City a report of any livestock, birds and fowl delivered by the City to the Facility setting forth:

- **(i)** the date of delivery;
- **(ii)** the source of delivery (name of animal control officer);
- **(iii)** the reason for delivery;
- **(iv)** the type of livestock, bird or fowl; and
- **(v)** any expenses incurred to date.

5.7 Financial Records and Audit. Shelter will conduct an audit at its expense if the City determines an audit is needed related to this Agreement. The audit must be conducted by an outside agency. The Shelter will provide the City a copy of the audit as soon as it is available. City reserves

the right to conduct its own audit of the records of the Shelter at any time it deems necessary The Shelter's financial monthly reports will be provided monthly to the City Manager or designee.

ARTICLE SIX
RABIES OBSERVATION

The Shelter shall accept from the City animals for rabies observation. Animals delivered for rabies observation shall be isolated for a period of at least ten (10) days or, in the case of a wild, stray or owner surrendered animal, three (3) days if the Shelter, in its sole discretion, decides to destroy the animal and send it to the Texas Department of State Health Services for rabies testing. The Shelter shall be responsible for the processing, storage and delivery for testing of animal carcasses and diagnostic fees for suspected rabies animals. The Shelter shall make available to the City, upon request, information about the disposition of any rabies suspected animal.

ARTICLE SEVEN
LEGAL HOLDS

If an animal or livestock is being held by the Shelter as a result of a cruelty seizure, criminal prosecution or other legal hold by the City, the City shall reimburse the Shelter for any veterinarian invoices and medical bills incurred by the Shelter until the court awards the animal or livestock to the Shelter, orders it destroyed or orders it returned to its owner. The City shall not be liable for these costs in the event the Court orders the animal or livestock owner to pay such costs and the same are paid within sixty (60) days of such order. If the fees are not paid by the animal or livestock owner, after sixty (60) days the City shall be liable for those fees and shall remit the same upon invoice by the Shelter. In such instance, the Shelter confers upon the City all rights and remedies it may have by law or equity to recover such fees and costs from the owner.

ARTICLE EIGHT
CITY REPRESENTATIONS AND OBLIGATIONS

The City represents to the Shelter that the City's ordinances provide for the vaccination and licensing of animals under appropriate circumstances, impounding of animals running at large, and the regulation of the sale of animals, and that while this Agreement is in effect, such City Ordinance will be continued in force, provided, however, that such City Ordinance may be modified from time to time as the City deems appropriate.

ARTICLE NINE
SHELTER REPRESENTATIONS AND OBLIGATIONS

9.1 Hours of Operation. The Shelter will keep its Facility open to the public for at least three (3) hours per day on weekdays, and at least three (3) hours on Saturday (except holidays), for the purpose of giving owners ample opportunity to redeem their impounded animals.

9.2 Nondiscrimination. The Shelter covenants and agrees that, in connection with the performance of the Agreement, it will not discriminate against any individual with respect to

adoption of animals, compensation, terms or privileges of employment by reason of such individual's race, color, religion, gender, national origin or handicap, except as exempted by bona fide occupational qualification and bona fide criteria for adoption.

9.3 Use of City funds. Shelter agrees that any monies it collects on behalf of City pursuant to the terms of this Agreement shall be handled in accordance with applicable law, including Sections 826.031 and 836.033 Texas Health and Safety Code.

ARTICLE TEN
INSURANCE

10.01 The Shelter 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 services performed by the Shelter, its officers, agents, volunteers, and employees.

10.02 The Shelter's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "A"**. During the term of this Agreement the Shelter's insurance policies shall meet the minimum requirements of this section.

10.03 Types. The Shelter shall have the following types of insurance:

(a) Commercial General Liability;
(b) Business Automobile Liability; and
(c) Workers' Compensation/Employer's Liability.

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

(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 "A"**; and shall be approved by the City before work begins.

(c) The Shelter 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.

10.05 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 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 $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. 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 not exclude 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.

10.06 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 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.

10.07 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;
(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE ELEVEN
INDEMNIFICATION

The Shelter will indemnify and hold the City harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract arising out of or in connection with the work done under this Agreement

ARTICLE TWELVE
CONTRACT TERM

This Agreement term is for five (5) years.

ARTICLE THIRTEEN
TERMINATION AND DEFAULT

13.1 This Agreement terminates any prior agreements the parties have executed for Animal Shelter Services.

13.2 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with at least one hundred eighty (180) days written notice to the other party. The City shall pay those expenses that accrue to the termination date, off-set by any fees collected on the City's behalf by the Shelter

13.3 Shelter Default. If Shelter breaches this Agreement or fails to obtain or comply with applicable state law requirements for performing shelter services, the Shelter will have defaulted and breached this Agreement. City in writing will give Shelter notice of the default and a reasonable amount of time to cure the default. If the Shelter is unable to timely cure a default, then City shall be excused from paying or performing any further obligations under this Agreement. If Shelter is in default, Shelter may only terminate this Agreement without further liability to City.

13.4 City Default. If City breaches any material term or condition of this Agreement and Shelter is not in default, the Shelter, shall give the City writing notice of the default and a reasonable time to cure the default. In no event shall City be liable to Shelter for any consequential damages as a result of its breach. In the event the City fails to remit to the Shelter the undisputed annual payment or any additional fees and expenses due, the City shall be in default. Any past due payment of fees and expenses shall bear interest in accordance with Texas Government Code, Chapter 2251. The Shelter may, in its sole discretion, terminate this agreement for non-payment of undisputed fees if the City has not cured its default after sixty (60) days written notice.

ARTICLE FOURTEEN
NOTICE

Any official notice sent under this Agreement except as may be otherwise expressly required in this Agreement shall be written and mailed by certified receipt requested, or personally delivered to an officer of the receiving party at the following:

Aggieland Humane Society
Attn: President
5359 Leonard Road
Bryan, Texas 77807
Telephone: 979-775-5755
Facsimile: 979-822-0411

City of College Station
Attn: Chief of Police
PO Box 9960
College Station, Texas 77840
Telephone: 979-764-3605
Facsimile: 979-764-3468

Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the other party, as the case may be.

ARTICLE FIFTEEN
MEDIATION

Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties to this Agreement, their officers, agents or employees, may be submitted to neutral, non-binding mediation before the commencement of litigation or any other proceeding before a trier of fact. The parties will act in good faith to participate in mediation, and to identify a mutually acceptable mediator. The parties to the mediation agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by both parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law.

ARTICLE SIXTEEN
GENERAL TERMS

16.1 Effective Date. The date of the last party executing this Agreement making it fully executed.

16.2 Assignment. This Agreement is not assignable by either party without the written consent of the other.

16.3 Governing Law and Venue. The law of the State of Texas shall govern the validity, interpretation and performance of this Agreement, and this Agreement shall be considered performed in Brazos County.

16.4 Entirety. This Agreement is the entire agreement concerning the terms and conditions under which the services defined herein will be performed.

16.5 Entire Agreement. It is understood 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 any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder. All prior agreements, negotiations, representations, understandings, and partial agreements concerning this Agreement's subject matter are terminated.

16.6 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.

16.7 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.

16.8 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 either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or any 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 nor excuse any other different or subsequent breach.

16.9 Compliance with Laws. The Shelter 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 Act (IRCA). The Shelter may not knowingly obtain the labor or services of an undocumented worker. The Shelter, not the City, must verify eligibility for employment as required by IRCA.

16.10 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.

16.11 Headings. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

16.12 Counterparts Permitted. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes.

AGGIELAND HUMANE SOCIETY

By:_____
Jennifer Young, Executive Director
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

EXHIBIT A
CERTIFICATES OF INSURANCE

AGGIHUM-02 DOTTIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2022

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
Anco Insurance
PO Box 3889
Bryan, TX 77805

CONTACT NAME: Dottie Vandagriff
PHONE (A/C, No, Ext): (979) 774-6262 FAX (A/C, No): (979) 774-5372
E-MAIL ADDRESS: vandagriff@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aggieland Humane Society
5359 Leonard Rd
Bryan, TX 77807

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	MKPK09590200	11/25/2021	11/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			MKPK09590200	11/25/2021	11/25/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		0001053813	11/25/2021	11/25/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
City of College Station is included as Additional Insured as per attached form CG2700 and Waiver of Subrogation is provided per attached form CG2404 and WC424304

CERTIFICATE HOLDER

City of College Station
Attn: Chris Perkins
P.O. 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

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ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Bail Bonds

Subparagraph **1.b.** under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

b. Up to $3,000 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.

2. Your Expenses

Subparagraph **1.d.** under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

3. Damage to Borrowed Equipment

Paragraph **(4)** of **j. Damage to Property** in **2. Exclusions** under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability** is deleted with respect to equipment you borrow for use in your operations.

4. Additional Insured

The following are added to **Section II – Who Is An Insured**:

a. Persons or Organizations – As Required By Contract

Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your ongoing operations for such person(s) or organization(s);
(2) "Your products"; or
(3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph **8.b.** below applies.

b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and 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 person(s) or organization(s).

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c. Lessors of Leased Equipment

Any person or organization from whom you lease equipment when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Coverage provided to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above only applies if the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above is executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Coverage shall be primary and not contributory with respect to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above. Any other insurance such person or organization has will be excess and not contributory with this insurance but this provision only applies if it is required in the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above.

5. Fellow Employee

Subparagraphs **2.a.(1)(a)**, **2.a.(1)(b)** and **2.a.(1)(c)** under **Section II – Who Is An Insured** are deleted with respect to "bodily injury".

6. Newly Formed or Acquired Organizations

Subparagraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Damage to Premises Rented to You – Limit Amendment

Paragraph **6.** under **Section III – Limits of Insurance** is amended to read as follows:

6. Subject to paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner is $1,000,000, unless a higher Damage to Premises Rented to You Limit is shown on the Declarations.

8. Medical Expense – Limit Amendment

Paragraph **7.** under **Section III – Limits of Insurance** is amended to read as follows:

7. Subject to paragraph **5.** above, the most we will pay under Coverage **C** for medical expenses because of "bodily injury" to any one person is $10,000, unless a higher Medical Expense Limit is shown on the Declarations.

9. Duties in the Event of Occurrence, Offense, Claim, or Suit

The following subparagraph **e.** is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** under **Section IV – Commercial General Liability Conditions**:

e. Knowledge of any "occurrence", offense, claim, or "suit" will be deemed knowledge by you only when such "occurrence", offense, claim, or "suit" is known to:
(1) You, if you are an individual;
(2) Any partner, if you are a partnership;
(3) Any member, if you are a limited liability company;
(4) An executive officer or insurance manager if you are a corporation; or
(5) An "employee" or "volunteer worker" designated by you to give us notice of such "occurrence", offense, claim, or "suit".

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10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

11. Mental Anguish

Paragraph **3.** under **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury”.

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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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization when you are specifically required by a written contract or agreement to include as an additional insured onto your policy and waive any right of recovery arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard". Any person or organization does not include engineers, architects or surveyors.
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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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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: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** 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: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 11/25/21 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001053813 of Texas Mutual Insurance Company effective on 11/25/21

Issued to: AGGIELAND HUMANE SOCIETY

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/17/21

Aggieland Humane Society
FY 2022 - 2023
Budget Proposal

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Aggieland Humane Society
College Station Budget Request
Fiscal Year 10/1/2022 9/30/2023

Current Support

Sheltering Fees	$261,600
Spay/Neuter Mobile	$0
	$261,600

Request for 2022/2023.

Sheltering Fees	$276,000
Spay/Neuter Mobile	$0
	$276,000
Increase Percentage	5.50%

Aggieland Humane Society Standard Budget Proposal FY 2022 - 2023					
	3/8/2022	Actual	Approved Budget	Proposed Budget	% Change Proposed
Receipts		**2020 - 2021**	**2021 - 2022**	**2022 - 2023**	**to Approved**
1	Adoption	$104,025	96,000	110,000	14.58%
2	Return to Owner	$19,812	14,000	14,000	0.00%
3	PrePaid RV	$3,780	3,000	3,500	16.67%
4	Cremation/After Care	$5,499	4,600	5,500	19.57%
5	Surrender Fees	$5,565	3,000	3,000	0.00%
6	Brazos County Tags	$302,240	255,000	255,000	0.00%
7	Microchips	$1,675	1,000	1,500	50.00%
8	Other Donations and Funds	**$823,626**	750,000	780,000	4.00%
9	TAMU Sheltering Fees	$2,500	2,500	2,500	0.00%
10	College Station Sheltering Fees	$249,610	261,600	276,000	5.50%
11	Brazos County Sheltering Fees	$155,000	155,000	168,000	8.39%
12	Retail Income	$1,678	1,000	1,000	0.00%
13	Volunteer Orientation	$6,245	8,500	8,500	0.00%
15	Miscellaneous Income	$3,539	3,200	3,200	0.00%
17	Interest Income	$829	1,000	650	-35.00%
	Total Receipts	**$1,685,622**	**1,559,400**	**1,632,350**	**4.68%**
Expense					
1	Salaries and Benefits	$884,729	952,526	997,446	4.72%
2	Uniform Expense	$2,817	1,500	1,500	0.00%
3	Advertising/outreach	$12,902	15,000	15,000	0.00%
4	Brazos County Tags Expense	$1,856	2,050	2,151	4.90%
5	BCT Bryan Shelter 60 %	$49,266	50,000	50,000	0.00%
6	Computer Expense	$36,258	29,000	36,500	25.86%
7	Cremation Expense	$4,348	4,000	4,200	5.00%
8	Gasoline	$115	0	0	
9	Insurance	$14,291	16,403	20,000	21.93%
10	Kennel Supplies & Medical Supplies	$74,189	68,500	75,000	9.49%
11	Mail House & Postage	$11,907	12,300	13,161	7.00%
12	Meetings	$70	400	400	0.00%
13	Memberships	$1,000	2,000	2,000	0.00%
14	Microchip Expense	$16,451	15,000	15,500	3.33%
15	Office Supplies & Exp	$3,472	5,000	4,000	-20.00%
16	Misc Expense	$496	0	0	
17	Printing/Publications	$16,679	25,000	25,000	0.00%
18	Professional Fees	$41,385	33,000	25,000	-24.24%
19	Property Repairs & Maintenance	$32,262	28,000	33,000	17.86%
20	Property Tax	$72	234	350	49.57%
21	Retail Goods	$0	500	500	0.00%
22	Retirement Plans Administrative Costs	$3,618	3,000	3,600	20.00%
23	Service Charges(bank,propay,square)	$10,666	11,000	14,000	27.27%
24	Spay & Neuter	$118,800	99,775	105,000	5.24%
25	Special Events	$27,886	35,000	35,000	0.00%
26	Continuing Ed and Related Exp	$15,205	15,000	7,500	-50.00%
	Transport	$0	0	27,500	
27	Utilities	$26,049	26,500	26,500	0.00%
28	Vehicle Repairs & Maint & Gas	$895	5,000	5,500	10.00%
29	Veterinary Services	$61,746	55,000	50,000	-9.09%
30	Volunteer Programs	$4,252	7,500	7,500	0.00%
	Total Expenses	**$1,473,684**	**1,518,188**	**1,602,808**	**5.57%**
	Net Receipts	**$211,939**	**41,212**	**29,543**	**-28.32%**

Aggieland Humane Society
Program (Animal Care) Expenses
Statement of Functional Expenses For Year Ended 9/30/2020
Per Auditor's Report (Adjusted as Noted)

	Program			
	Animal Care	**S/N Unit**	**Administrative**	**Fundraising**
Salaries	529,179	211,253	111,065	74,043
Payroll Taxes	38,505	16,121	8,194	5,463
Payroll Related Items	90,069	1,581	13,747	9,165
Advertising	10,322			2,580
Veterinary Expenses(1)	106,791			
Special Events				32,378
Spay/Neuter Expenses'(2)		49,126		
Kennel Supplies	74,189			
Computer/Technology Expense	18,129		14,503	3,626
Depreciation	28,183	20,179	16,120	
Insurance	8,014		8,013	
Auto Expense				
Microchip Expense	13,276			
Travel/Education	16,479			
Repairs & Maintenance	24,197		8,065	
Telephone & Utilities	19,537		6,512	
Brazos County Tags (3)	56,746			
Cremation Expense(1)				
Bank Charges			5,333	5,333
Office Supplies	12,153		9,115	9,115
Professional Fees			43,635	
Volunteer Expenses	4,252			
Miscellaneous			2,042	
Total Expenses	**1,050,021**	**298,260**	**246,344**	**141,703**
Percentage of Expenses	**60.47%**	**17.18%**	**14.19%**	**8.16%**
In Kind Costs Included	**(45,100)**	**(1,260)**		**(3,500)**
Net of In Kind Costs	**1,004,921**	**297,000**	**246,344**	**138,203**

Total Animal Care Costs	**With In-Kind**	**No In-Kind**
Total Costs	1,050,021	1,004,921
Animals Cared For	2,731	2,731
Cost per animal	**384.48**	**367.97**

Notes:

1. Auditors report combined these numbers under Veterinary Services. **106,791** - Cremation Sevices **4,348 - 102,433.**
2. Spay/Neuter Mobile Unit is a separate entity, as such the shelter pays for services provided by the unit. The Animal Care Costs are costs for spay/neuter are based on actual expected expense. **Auditor's report shows 0 expense; Adjustment = 118,800.**
3. Auditor's report reflects Microchip expense of 13,276. Actual expense = 16,451. **Adjustment: 16,451 - 13,276 = 3,175** (Misalloacted to Brazos County Tags)
3. Auditor's report reflected Tag costs of **56,746.** This included Bryan's allocated 60% share of net Brazos County Tag income. **Actual tag expense + 56,746 = 52,411 = 4,335**

Adjusted Expenses

Expenses per Audit	**1,005,021**
Incease in Spay/Neuter	**118,800**
Increase in Michchip	**3,175**
Decrease in Brazos County Tag	**(52,411)**
	1,074,585

Aggieland Humane Society
Program (Animal Care) Expenses
Fiscal Years ending September 30, 2020 & September 30, 2021
Per Adjusted Auditor's Reports

	9/30/2021	9/30/2020	Change
Salaries	529,179	489,446	8.12%
Payroll Taxes	38,505	36,506	5.48%
Payroll Related Items	90,069	65,634	37.23%
Advertising	10,322	116,546	-91.14%
Veterinary Expenses	102,443	93,615	9.43%
Spay/Neuter Expenses	118,800	99,715	19.14%
Kennel Supplies	74,189	55,000	34.89%
Computer Expense	18,129	13,391	35.38%
Depreciation	28,183	29,365	-4.03%
Insurance	8,014	8,178	-2.01%
Auto Expense		26,429	-100.00%
Microchip Expense	16,451	16,350	0.62%
Travel/Education	16,479	9,152	80.06%
Repairs & Maintenance	24,197	20,437	18.40%
Telephone & Utilities	19,537	19,166	1.94%
Tags	4,335	2,982	45.37%
Cremation Expense	4,348	2,808	54.84%
Office Expenses	12,153	9,788	24.16%
Volunteer Expenses	4,252	7,503	-43.33%
Miscellaneous		5,400	-100.00%
Total Expenses	1,119,585	**1,127,411**	**-0.69%**
Ih KInd Costs	-45,100	**(152,840)**	**YOY Change**
	1,074,485	**974,571**	**10.25%**
Animal Numbers			
Brazos County	909	958	**-5.11%**
College Station	1,660	1,383	**20.03%**
Other	348	390	**-10.77%**
Total	**2,917**	**2,731**	**6.81%**
Cost per Animal With In-Kind	**383.81**	**412.82**	**-7.03%**
Cost per Animal With No In-Kind	**368.35**	**356.85**	**3.22%**

Aggieland Humane Society

Animals Cared For

	2020/2021		2019/2020		2018/2019		20172018		2016/2017	
Brazos County	909	31%	958	35%	977	31%	970	34%	848	28%
College Station	1660	57%	1,383	51%	1,681	54%	1,480	52%	1,680	56%
Born at AgHS	74	3%	32	1%	69	2%	41	1%	101	3%
Other County	119	4%	101	4%	108	3%	82	3%	104	3%
Returned Adoption	35	1%	123	5%	102	3%	130	5%	112	4%
Texas A&M	53	2%	65	2%	66	2%	74	3%	94	3%
Transfer In		0%		0%		0%	9	0%	1	0%
City of Bryan	67	2%	69	3%	127	4%	72	3%	69	2%
Total	2,917	100%	2,731	100%	3,130	100%	2,858	100%	3,009	100%
Change	6.81%		-12.75%		9.52%		-5.02%			

Brazos County Tag Allocations

	FY 2020/2021		FY 2019/2020		FY 2018/2019		FY 2017/2018		FY 2016/2017	
Brazos County	21%	64,317	20%	48,013	20%	47,330	21%	51,225	20%	42,031
College Station	42%	128,240	45%	106,404	44%	106,465	43%	106,486	44%	93,651
Bryan	34%	103,971	35%	83,038	34%	83,478	34%	84,691	35%	74,196
Other	2%	5,682			2%	5,180	3%	6,840	2%	4,771
	100%	**302,240**	100%	**237,455**	100%	**242,453**	100%	**249,242**	100%	**214,649**
Increase		**27%**		**-2%**		**-3%**		**16%**		

Historical Brazos County Sheltering Fees & County Tag Allocations

	Proposed	Budget					
Fiscal Years	**21/22**	**21/22**	**20/21**	**19/20**	**18/19**	**17/18**	**16/17**
Sheltering Fees	155,000	155,000	155,000	155,000	131,400	126,500	115,000
Increase	0.00%	0.00%	0.00%	17.96%	3.87%	10.00%	
Animals	NA	NA	909	958	977	970	848
Increase	NA	NA	-5.11%	-1.94%	0.72%	14.39%	
Brazos County Tags			64,317	48,013	47,330	51,225	42,031
Increase			33.96%	1.44%	-7.60%	21.87%	

Historical College Station Sheltering Fees & County Tag Allocations

	Proposed	Budget					
Fiscal Years	**21/22**	**21/22**	**20/21**	**19/20**	**18/19**	**17/18**	**16/17**
Sheltering Fees	261,600	261,600	248,520	261,600	261,600	250,079	235,000
Increase	0.00%	5.26%	-5.00%	0.00%	4.61%	7.00%	
Animals	NA	NA	1660	1,383	1,681	1,480	1,680
Increase	NA	NA	20.03%	-17.73%	13.58%	-11.90%	
Brazos County Tags			128,240	106,404	106,465	106,486	93,651
Increase			20.52%	-0.06%	-0.02%	13.71%	

Aggieland Humane Society
Program (Animal Care) Expenses
Statement of Functional Expenses For Year Ended 9/30/2021

	Program Animal Care
Salaries	529,179
Payroll Taxes	38,505
Payroll Related Items	90,069
Advertising	10,322
Veterinary Expenses	102,443
Spay/Neuter Expenses	118,800
Kennel Supplies	74,189
Computer Expense	18,129
Depreciation	28,183
Insurance	8,014
Auto Expense	
Microchip Expense	16,451
Travel/Education	16,479
Repairs & Maintenance	24,197
Telephone & Utilities	19,537
Tags	4,335
Cremation Expense	4,348
Office Expenses	12,153
Volunteer Expenses	4,252
Miscellaneous	
Total Expenses	1,119,585
In Kind Costs Included	(45,100)
Net of In Kind Costs	**1,074,485**

Brazos County Revenue & Costs for FYE Spetember 30,2021

Received			
Sheltering Fees	155,000		155,000
Tag Revenue (Actual)	64,317		64,317
Total Received	**219,317**		**219,317**
Animal Care Costs	**With in-Kind**		**Without In-Kind**
Animals Cared For	**909**		**909**
Cost Per Animal	**383.81**		**368.35**
Total Cost	**348,883**		**334,830**
Over/(Short)	**(129,566)**	**-37%**	**(115,513)**

College Station Revenue & Costs for FYE Spetember 30,2021

Received			
Sheltering Fees	261,600		261,600
Tag Revenue (Actual)	128,240		128,240
Total Received	**389,840**		**389,840**
Animal Care Costs	**With in-Kind**		**Without In-Kind**
Animals Cared For	**1,660**		**1,660**
Cost Per Animal	**383.81**		**368.35**
Total Cost	**637,125**		**611,461**
Over/(Short)	**(247,285)**	**-39%**	**(221,621)**

Aggieland Humane Society
Program (Animal Care) Expenses
Proposed Budget for FY September 30,2023
With FYE September 30,2022 (Budget) & September 30, 2021 Actual

	Proposed (1) 9/30/2023	Budget 9/30/2022	Per Adj. Audit 9/30/2021	
Salaries	767,100	671,595	529,179	(2)
Payroll Taxes			38,505	
Payroll Related Items			90,069	
Advertising	15,000	15,000	10,322	
Veterinary Expenses	50,000	55,000	102,433	
Spay/Neuter Expenses	105,000	99,775	118,800	(3)
Kennel Supplies	175,000	68,500	74,189	
Computer Expense	18,250	14,500	18,129	
Depreciation	25,365	26,429	28,183	(4)
Insurance	10,000	8,202	8,014	
Microchip Expense	15,500	15,000	16,451	
Travel/Education				(5)
Continuing Education & Related Exp.	7,500	15,000	16,479	
Transport	27,500			
Auto: Repairs & Maint & Gas	5,500	5,000		
Repairs & Maintenance	33,000	28,000	24,197	
Telephone & Utilities	26,500	26,500	19,537	
Brazos County Tags	2,151	2,050	4,335	
Cremation Expense	4,700	4,000	4,348	
Office Expenses	4,400	5,400	12,153	
Volunteer Expenses	7,500	7,500	4,252	
Miscellaneous		234		
	1,299,966	**1,067,685**	**1,119,575**	
Adjustment for In-Kind Costs			(45,100)	
	1,299,966	**1,067,685**	**1,074,475**	
Increase from Prior Year	**21.76%**	**-0.63%**		

Notes

1. Proposed and Budget do not include any In-Kind Costs
2. Salaries includes Payroll Taxes & Payroll Related Items
3. As noted on Statement of Functional Expenses - We pay the Spay/Neuter Unit full rate
4. Depreciation is Estimated for Proposed at 90% o f9/30/20 Audit
5. Travel costs bfroken out for **Continuing Education** and animal tranfers - **Transport**

Aggieland Humane Society
Program (Animal Care) Expenses
Proposed Budget for FY September 30,2022
With FYE September 30,2021 Budget
Requesting 5.50% Increase

	Proposed 9/30/2023		Budget 9/30/2022
Salaries	767,100	(1)	671,595
Payroll Taxes			
Payroll Related Items			
Advertising	15,000		15,000
Veterinary Expenses	50,000		55,000
Spay/Neuter Expenses	105,000		99,775
Kennel Supplies	175,000		68,500
Computer Expense	18,250		14,500
Depreciation	25,365		26,429
Insurance	10,000		8,202
Microchip Expense	15,500		15,000
Travel/Education			
Continuing Education & Related Exp.	7,500		15,000
Transport	27,500		
Auto: Repairs & Maint & Gas	5,500		5,000
Repairs & Maintenance	33,000		28,000
Telephone & Utilities	26,500		26,500
Brazos County Tags	2,151		2,050
Cremation Expense	4,700		4,000
Office Expenses	4,400		5,400
Volunteer Expenses	7,500		7,500
Miscellaneous			234
	1,299,966	(2)	**1,067,685**
Projected Brazos County Tag Revenue	**255,000**		**240,000**

College Station Revenue & Costs

Sheltering Fees - **5.5% increase**		276,000		261,600
Tag Revenue	**42%**	107,100	44%	105,600
		383,100		**367,200**
Animal Care Costs	**57%**	(740,981)	**51%**	(544,519)
Over/(Short) $$		**(357,881)**		**(177,319)**
%		**-48%**		**-33%**

1. Salaries include Payroll Taxes & Health Insurance
2. No In-Kind Cost included

May 26, 2022

Item No. 8.13.

Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric materials in inventory for the amount of $280,934.00 for an increase not to exceed total amount of $1,584,623.25. The original annual price agreement was for a not-to-exceed total amount of $1,303,689.25.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric materials in inventory for the amount of $280,934.00 for an increase not to exceed total amount of $1,584,623.25. The original annual price agreement was for a not-to-exceed total amount of $1,303,689.25.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends an increase of the annual price agreement with Techline, Inc. in the amount of $280,934.00. This is a contract estimate and within past fiscal year's history for city-wide electrical warehouse needs.

Summary: Council approved the original award for Electric Materials on October 28, 2021, Item #8.4, as a one-year (1) price agreement with an option to renew two (2) additional one (1) year terms.

Due to market volatility, Techline, Inc. has requested an increase in unit pricing in accordance with the Escalation/De-escalation clause which was included in the bid's terms and conditions.

Upon Council approval, staff will issue an amended blanket contract to the vendor, to be used by Electric Warehouse throughout the year.

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

Attachments:

1. 22300068Chg Ord 1 Techline Inc AA

CHANGE ORDER NO. 1	DATE: May 26, 2022	**Contract No. 22300068**
PO No.	PROJECT:	

OWNER:	**CONTRACTOR:**	
City of College Station	Techline, Inc.	
P.O. Box 9960	9609 Beck Circle	Ph:
College Station, Texas 77842	Austin, TX 78758	Fax:

PURPOSE OF THIS CHANGE ORDER:

Increase Unit Pricing, as Electric Commodity Prices have increased dramatically since the award of this Annual Price Agreement on October 28, 2021.

ITEM NO	DESCRIPTION	QTY	Unit of Measure	Unit Price	Total per Item	Revised Unit price	Revised Total per Item	Total Price Increase	Percentage Difference
A-1	Disconnectable Secondary Transformer Connector, 350 MCM, Insulated	500	EA	$ 15.40	$ 7,700.00	$ 25.03	$12,515.00	$ 4,815.00	62.53%
A-2	Disconnectable Secondary Transformer Connector, 500 MCM	300	EA	$ 26.20	$ 7,860.00	$ 35.95	$10,785.00	$ 2,925.00	37.21%
A-3	Flood-Seal, Muli-port Secondary Connector, 6 port	1,000	EA	$ 32.90	$ 32,900.00	$ 41.86	$41,860.00	$ 8,960.00	27.23%
A-5	Inline Splice, 200 Amp	25	EA	$ 32.75	$ 818.75	$ 44.79	$1,119.75	$ 301.00	36.76%
A-6	Splice Re-jacketing Kit	100	EA	$ 53.50	$ 5,350.00	$ 67.21	$6,721.00	$ 1,371.00	25.63%
A-7	Inline Splice, 600 Amp	150	EA	$ 448.62	$ 67,293.00	$ 531.11	$79,666.50	$ 12,373.50	18.39%
A-9	*1000MCM Termination Kit*	100	EA	$ 325.75	$ 32,575.00	$ 325.75	$32,575.00	$ -	0.00%
A-10	*1/0 to #2 Termination Kit*	150	EA	$ 129.55	$ 19,432.50	$ 162.11	$24,316.50	$ 4,884.00	25.13%
A-13	*Loadbreak Bushing Insert, 200 Amp*	1,500	EA	$ 21.40	$ 32,100.00	$ 26.84	$40,260.00	$ 8,160.00	25.42%
A-14	*Underground Fault Circuit Indicator*	300	EA	$ 146.20	$ 43,860.00	$ 182.75	$54,825.00	$ 10,965.00	25.00%
B-4	Polymer Vise Top Insulator	1,000	EA	$ 23.80	$ 23,800.00	$ 29.63	$29,630.00	$ 5,830.00	24.50%
B-7	Conduit Standoff Bracket	500	EA	$ 38.50	$ 19,250.00	$ 49.61	$24,805.00	$ 5,555.00	28.86%
B-11	1/0 H-Tap Copper Connector	2,000	EA	$ 1.83	$ 3,660.00	$ 2.51	$5,020.00	$ 1,360.00	37.16%
B-13	Transformer Grounding Lug	1,000	EA	$ 4.25	$ 4,250.00	$ 5.20	$5,200.00	$ 950.00	22.35%
B-16	5/8" Ground Rod Clamp	500	EA	$ 9.20	$ 4,600.00	$ 10.91	$5,455.00	$ 855.00	18.59%
B-17	Parallel Groove Clamp	500	EA	$ 4.35	$ 2,175.00	$ 5.20	$2,600.00	$ 425.00	19.54%
C-1	Pull Box, 36"x60"x48"	30	EA	$ 1,835.00	$ 55,050.00	$ 2,419.82	$72,594.60	$ 17,544.60	31.87%
C-2	Pull Box, 48"x96"x48"	30	EA	$ 4,191.00	$ 125,730.00	$ 6,471.66	$194,149.80	$ 68,419.80	54.42%
C-3	Pull Box Extension 24" for a 48"x96"x48'	30	EA	$ 1,795.00	$ 53,850.00	$ 2,769.93	$83,097.90	$ 29,247.90	54.31%
C-4	Secondary Pedestal	300	EA	$ 135.60	$ 40,680.00	$ 169.50	$50,850.00	$ 10,170.00	25.00%
D-1	Heavy Duty Deadend, 8'	100	EA	$ 229.00	$ 22,900.00	$ 296.58	$29,658.00	$ 6,758.00	29.51%
D-2	Standard Duty Crossarm, 8'	200	EA	$ 122.50	$ 24,500.00	$ 152.36	$30,472.00	$ 5,972.00	24.38%
D-3	Standard Duty Crossarm, 10'	200	EA	$ 142.70	$ 28,540.00	$ 177.95	$35,590.00	$ 7,050.00	24.70%
D-4	Heavy Duty Deadend, 10'	100	EA	$ 257.25	$ 25,725.00	$ 334.96	$33,496.00	$ 7,771.00	30.21%

CHANGE ORDER NO. 1 DATE: May 26, 2022 **Contract No. 22300068**

PO No. PROJECT:

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Techline, Inc.
9609 Beck Circle
Austin, TX 78758
Ph:
Fax:

PURPOSE OF THIS CHANGE ORDER:

Increase Unit Pricing, as Electric Commodity Prices have increased dramatically since the award of this Annual Price Agreement on October 28, 2021.

ITEM NO	DESCRIPTION	QTY	Unit of Measure	Unit Price	Total per Item	Revised Unit price	Revised Total per Item	Total Price Increase	Percentage Difference
E-1	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED	50	EA	$ 178.25	$ 8,912.50	$ 201.36	$10,068.00	$ 1,155.50	12.96%
E-2	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED	50	EA	$ 330.75	$ 16,537.50	$ 373.75	$18,687.50	$ 2,150.00	13.00%
E-3	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED	50	EA	$ 513.00	$ 25,650.00	$ 579.69	$28,984.50	$ 3,334.50	13.00%
E-4	LED Decorative Light Fixture	30	EA	$ 1,165.00	$ 34,950.00	$ 1,806.67	$54,200.10	$ 19,250.10	55.08%
F-1	ADMO Class Motor Operator - Reciprocating Motior	30	EA	$ 6,444.00	$ 193,320.00	$ 7,063.16	$211,894.80	$ 18,574.80	9.61%
F-2	ADMO Class Motor Operator - Torsional Motion	30	EA	$ 6,864.00	$ 205,920.00	$ 7,173.68	$215,210.40	$ 9,290.40	4.51%
F-3	LINEPROBE CURRENT AND VOLTAGE SENSORS 15KV	30	EA	$ 4,460.00	$ 133,800.00	$ 4,610.53	$138,315.90	$ 4,515.90	3.38%
Grand Total					**$ 1,303,689.25**		**$ 1,584,623.25**	**$ 280,934.00**	**21.55%**
THE NET AFFECT OF THIS CHANGE ORDER IS					**21.55%**	**INCREASE/DECREASE.**			

All Warehouse Inventory Items are charged against 5211-1432, Upon issuance to department **$ 280,934.00**

TOTAL CHANGE ORDER **$ 280,934.00**

ORIGINAL CONTRACT AMOUNT **$ 1,303,689.25**
CHANGE ORDER NO. 1 **$ 280,934.00** **21.55% % CHANGE**
CHANGE ORDER NO. 2 **$0.00** 0.00% % CHANGE
REVISED CONTRACT AMOUNT **$1,584,623.25** **21.55% % TOTAL CHANGE**

APPROVED:

CONTRACTOR Date

CONSTRUCTION CONTRACTOR Date

PROJECT MANAGER Date

CITY ENGINEER Date

DEPARTMENT DIRECTOR Date

ASST CITY MGR - CFO Date

CITY ATTORNEY Date

CITY MANAGER Date

Revised 2012 0719

May 26, 2022
Item No. 8.14.
Krenek Tap Professional Services Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a design contract with Binkley and Barfield, Inc in the amount of $641,661 for design and construction phase service for the rehabilitation of Krenek Tap Road and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approving and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This project will reconstruct Krenek Tap Road from the Texas Avenue intersection to the intersection with the southbound frontage road of State Highway 6. The project will include demolition and reconstruction of the concrete pavement, sidewalks, reconstruction of drainage facilities and sewer lines. The project will also include consideration of adding a right turn lane at Texas Avenue with signal modifications.

Budget & Financial Summary: Currently appropriated budget in the amount of $900,000 is included for this project in the Streets and Wastewater Capital Improvement Projects Fund. A total of $2,611 has been expended or committed to date, leaving a combined balance of $897,389 in the total project budget for this design contract.

The “Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” is necessary for this project because all of the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:
1. Krenek Tap Location Map
2. ST2101 WW2203 DRR
3. Krenek Tap Scope and Fee 4.13.22

N
W E
S

Krenek Tap Road

State Highway 6

Dartmouth Street

Texas Avenue

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $5,884,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 26th DAY OF May, 2022.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary (Seal)

APPROVED:

_____
McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Krenek Tap Street Rehab ($5,254,000) and Krenek Tap Wastewater Rehab ($630,000)
This project will reconstruct Krenek Tap Road from the Texas Avenue intersection to the intersection with the southbound frontage road of State Highway 6. The project will include demolition and reconstruction of the concrete pavement, sidewalks, reconstruction of drainage facilities and sewer lines. The project will also include consideration of adding a right turn lane at Texas Avenue with signal modifications.

The projected total cost of both the Streets and Wastewater Rehab projects is $5,884,000.

February 14, 2022, *Revised April 13, 2022*

Mr. Casey Rhodes, EIT
Project Manager - City of College Station
300 Krenek Tap Road
College Station, TX 77840

RE: Proposal for Professional Services – Krenek Tap Road Rehabilitation Project

Dear Casey:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal to The City of College Station (City) for engineering and surveying services in connection with the Krenek Tap Road Rehabilitation Project. We are excited that you have selected us for this assignment. It is our understanding that the project scope includes rehabilitating Krenek Tap Road from Texas Avenue to the southbound Earl Rudder Freeway (SH 6) frontage road (approx. 5,255 LF) and generally includes topographic surveying, ROW/easement surveying services, geotechnical engineering, tree services, project management, engineering design, traffic engineering, public engagement, ADA registration/plan review/site inspection, construction materials testing, and bidding and construction phase services.

A. Services to be provided by BBI:

BBI will provide project management, engineering design, traffic engineering, public engagement, and bidding and construction phase services.

Project Management
BBI will provide project management services including arranging and attending meetings, production management, sub consultant management, monthly project invoicing, and QA/QC efforts for the project.

Engineering Design
BBI will prepare engineering design plans for the Krenek Tap Road rehabilitation project (from Texas Avenue to the southbound Earl Rudder Freeway (SH 6) frontage road). The plans will be prepared in accordance with the City of College Station B/CS Unified Standard Specifications. BBI will attend the project kickoff meeting and prepare meeting minutes.

The design plans will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Project Layout/Alignment Data Sheets, General Construction Notes, and Quantity Summary Sheets. (8 sheets total)

2. Two-phase (one-way) Traffic Control Plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (16 sheets total)
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, structures, trees, etc.). (6 sheets total)
4. Roadway Design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets, & Intersection Layouts. (17 sheets total)
5. Roadway Contour Layouts (6 sheets total)
6. Storm sewer plan and profile sheets, lateral profiles, drainage area maps, and hydrologic and hydraulic calculations. (21 sheets total)
7. Culvert layouts, drainage area maps, and hydrologic and hydraulic calculations. (4 sheets total)
8. Sanitary Sewer Rehabilitation design plans (1,745 LF of vitrified clay line replacement) including Plan and Profile Sheets and Laterals Layouts (5 sheets total)
9. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections. (6 sheets total)
10. Storm Water Pollution Prevention Sheets including design of pollution prevention measures (silt fence, construction entrance, rock filter dams, etc. as required). (6 sheets total)
11. Tree Data Sheets (To include tree inventory summary, trees identified for removal and structural/critical root zone determination). (7 sheets total)
12. Miscellaneous detail sheets as required (To include roadway, drainage, tree protection, etc.) (4 sheets total)
13. Design standards (to include TCP, Roadway, Drainage, Utilities, Lighting, Traffic, SW3P, and Tree Protection). (48 sheets total)
14. Opinion of probable construction costs (to be submitted with 30%, 60%, and 90% submittals).

BBI will submit design plans for City review at 30%, 60% and 90% completion and will attend meetings with City staff to discuss any comments. Final deliverables will include all electronic Microstation DGN and Adobe PDF project files.

Traffic Engineering

Traffic engineering services will include a traffic study, signal design, and roundabout simulation recordings (if requested).

Traffic Study

a) Data Collection

i) Weekday 12-hr (7AM – 7PM) turning movement counts, including bike and pedestrian counts at two intersections along Krenek Tap Road (Dartmouth Street and Central Park Lane).
ii) Saturday 12-hr (7AM-7PM) turning movement counts at the intersection of Krenek Tap Road at Central Park Lane.
iii) 24-hr traffic counts with speed and vehicle classifications at two locations along Krenek Tap Road.

b) Meetings
   i. BBI will attend two meetings with City staff to discuss and review the traffic study and will attend up to two public meetings to discuss and present traffic-related concerns and solutions.
c) Coordination
   i. BBI will coordinate with the City's Traffic Engineering staff throughout the duration of the study.
d) Traffic Forecasts
   i. BBI will forecast existing traffic to Opening Year (2025) and 20-year (2045) design conditions.
e) Analyses
   i. BBI will review and analyze five years of crash data along the corridor.
   ii. Traffic Operations Analyses
      (1) BBI will evaluate the operations at the two intersections using Existing (2022), Full Build (2025), and Full Build + 20 Years (2045) traffic volumes.
      (2) BBI will evaluate and compare the operational performance of the unsignalized intersections using roundabouts and using their existing stop control configuration.
         (a) This analysis will be performed with *Highway Capacity Manual* methods.
   ii) Report
      (1) BBI will provide a summary of the collected data, the traffic forecasts, and analyses supporting the recommended designs.

Signal Design

a) BBI will design a modification for the traffic signal at Texas Avenue. It is assumed that modifications will include the replacement of one pole and mast arm on the northeast corner to allow for an exclusive right-turn lane from Krenek Tap Road.
b) Design features will include (reuse materials if directed by City):
   i) Mast arm signal design
   ii) LED signal heads with back plates (add a third signal head for northbound and southbound approaches)
   iii) Count-down pedestrian signals and push buttons

iv) Detection
v) Internally illuminated street name sign (ILSN)

c) BBI will submit design plans for City/TxDOT review at 60% and 90% completion.

Roundabout Simulation Recordings

a) BBI will develop a microsimulation of the corridor to demonstrate the effectiveness of roundabouts (if recommended for the intersections).
b) Video recordings of the simulations will be provided to the city for use in public engagement.

Public Engagement

BBI will present at public meetings and other engagements where the public is made aware of the proposed project and will prepare meeting materials including sign in sheets, handouts, exhibits, etc. BBI staff will also meet with concerned citizens and business owners for one-on-one meetings as necessary to address individual concerns. The project scope includes preparation for, and attendance at, up to two (2) public meetings and twenty-four (24) hours of one-on-one meetings.

Bidding and Construction Phase Services

BBI will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project. BBI will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of 30 site visits/progress meetings (bi-weekly construction meetings for 12 months, 4 field visits) are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. If a site visit is requested and completed, BBI's representative will prepare notes of the visit for distribution to all required parties. (Note: This is not to be considered onsite Construction Observation.) BBI will also prepare record drawings (based on the contractor's redlines) and provide the utility plans in 24x36 mylar, and the entire plan set in both Microstation DGN, and Adobe PDF formats.

B. Services to be provided by Baseline Corporation (BL):

BL will provide topographic surveying and ROW/easement surveying services per *Attachment A: Baseline Corporation Proposal for Surveying Services dated April 13, 2022.*

C. Services to be provided by Terracon Consultants, Inc (TCI):

TCI will provide geotechnical engineering and construction materials testing services per *Attachment B: Terracon Consultants, Inc. Proposal for Geotechnical Engineering Services dated*

February 11, 2022, and *Attachment C: Terracon Consultants, Inc. Proposal for Construction Materials Testing Services dated February 10, 2022.*

D. Services to be provided by Plant People, LLC (PPL):

PPL will provide tree services per *Attachment D: Plant People, LLC, Proposal for Tree Services dated February 10, 2022.*

E. Services to be provided by Eddie Hare Accessibility Specialist (EHAS):

EHAS will provide ADA registration, plan review, and site inspection services per *Attachment E: Eddie Hare Accessibility Specialist Standard Services and Fees.*

F. To Be Provided by the City:

- The City will facilitate the provision of existing data (including copies of plats, utility plans, property boundary data, as-built plans, traffic studies, etc) and any other available project related documentation, which would assist in the completion of the project.
- The City will review the 30%, 60%, and 90% plan submittals and will provide comments to BBI as part of the City's internal review process. BBI will respond to the City comments as part of the review process.
- The City will be primarily responsible for coordinating with private utility providers with support from BBI staff.
- The City will advertise and bid the project per the City's current procurement process.
- The City will provide construction inspection services.
- The City will issue public meeting press releases and notices.

G. Schedule:

Upon receiving the Notice to Proceed (NTP) from the City of College Station, BBI will provide 30% conceptual design plans for review within 105 calendar days (45 calendar days for data collection and 60 calendar days for conceptual design), 60% design plans within 60 calendar days, 90% design plans within 45 calendar days, and 100% plans within 45 calendar days. The project will have an overall schedule of 345 calendar days, including City review and internal QA/QC.

H. Assumptions:

- The project scope includes the design of a dedicated right turn lane, along Krenek Tap Road, at the Texas Avenue intersection.

- A Storm Water Quality Management Plan is not included in the work scope.
- A Preliminary Engineering Report (PER) is not required.
- A formal drainage report / study and off-stie detention analysis and design is not required.
- Prior to the 30% submittal, two conceptual Minor Collector roadway typical sections, as outlined in BBI's RFQ response, and conceptual designs, in KMZ format, will be provided for consideration by the City.
- Private utility design services are not included in the scope of services and will be the responsibility of the respective private utility companies.
- Project limits include Krenek Tap from Texas Avenue to the southbound SH 6 Frontage Road. It is anticipated that project limits end at the edge of the cross-street pavement and do not extend into the intersections.

I. Reimbursable Expenses:

Reimbursable expenses including mileage, reproduction, and delivery services are included within the lump sum fee.

J. Compensation:

We propose to provide the specific services described above as follows:

Design	
Project Management & Engineering Design Services (Lump Sum)	*$ 361,627.50*
Traffic Engineering Services (Traffic Study and Signal Design) (Lump Sum)	*$ 26,630.00*
Optional Traffic Engineering Services (Roundabout Sim) (Lump Sum)	*$ 15,875.00*
Public Engagement Services (Lump Sum)	*$ 13,409.50*
Topographic Surveying Services (Lump Sum)	*$ 60,000.00*
ROW / Easement Surveying Services (Unit Rate)	*$ 6,000.00*
Geotechnical Engineering Services (Estimated NTE)	*$ 17,600.00*
Tree Inventory and Design Services (Lump Sum)	*$ 25,390.00*
ADA Registration, Plan Review, Site Inspection (Estimated NTE)	$ 2,000.00
Design Subtotal	***$ 528,532.00***
Bidding and Construction	
Bidding and Construction Phase Services (Lump Sum)	*$ 29,364.00*
Record Drawings and Utility Mylars (Lum Sum)	*$ 5,365.00*
Construction Materials Testing Services (Unit Rate)	*$ 71,200.00*
Tree Construction Phase Services (Hourly)	*$ 7,200.00*
Bidding and Construction Subtotal	***$ 113,129.00***
Total Project Fee	**$ 641,661.00**

All TCI work to be completed on a unit rate basis will be in accordance with **Attachment B** and **Attachment C**. Please note that our fees are based on the project being implemented based on the assumptions of this proposal with regards to its scope, without major changes or unforeseen conditions. In the event the scope of work requires additional hours to be spent above the budgeted amount, we will discuss this with the Client prior to exceeding the budget amount stated above.

K. Additional Services:

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional services we are not currently aware of that may be required or that the Client may desire we provide. Should such a situation occur, a separate proposal would be submitted to the Client for approval prior to our beginning the additional services.

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of College Station.

Sincerely,
Binkley & Barfield, Inc.
Consulting Engineers

Brandon M. Boatcallie, P.E.
Project Manager

May 26, 2022
Item No. 8.15.
Rehabilitation of Waterwells 1 & 2 Change Order No. 1

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Change Order 1 to a construction services contract with Weisinger, INC. in the amount of $190,000.

Relationship to Strategic Goals:
Core services and infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order is to remove two bid items for well motors that will not be acquired through this construction contract. The proceeding council agenda item requests approval to purchase two well motors via a purchasing cooperative for the amount of $141,213.30 providing the city cost savings in the amount of $48,786.70. A time extension of 68 days is being requested to complete the well improvements and rehabilitation efforts deemed necessary based on the well testing and inspection reports. The revised substantial completion date is June 24, 2022.

Budget & Financial Summary: Budget of $1,325,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $1,321,650.13 has been expended or committed to date, this change order would deduct $190,000.00 and leave a balance of $193,349.87 for future expenses.

Attachments:
1. Rehabilitation of Waterwells 1 & 2 Change Order No. 1

CHANGE ORDER NO. DATE: 4/14/2022 Contract No. 22300171
PO No. 22201500-00 PROJECT: Rehabilitation of Waterwells 1 & 2

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Weisinger Incorporated
P.O. Box 2848 Ph:
Conroe, Tx 77305 Fax:

PURPOSE OF THIS CHANGE ORDER:

A. This change order is to remove two bid items for well motors that will not be acquired through this construction contract. The city will obtain two well motors via a purchasing cooperative providing the city significant cost savings.
B. Due to extended lead times on the well motors, a rewound motor and a spare motor will be installed and put in service until the new motors have been delivered.
A time extension of 68 days is being requested to complete the well improvements and rehabilitation efforts deemed necessary based on the well testing and inspection reports. The revised substantial completion date is 24-Jun-22.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Furnish and install new 400 Hp Motor	$90,000.00	1	0	($90,000.00)
2	LS	Furnish and install new 500 Hp Motor	$100,000.00	1	0	($100,000.00)
					TOTAL	($190,000.00)

THE NET AFFECT OF THIS CHANGE ORDER IS 28.19% DECREASE.

LINE 1 (WPWOC - 6580)	($90,000.00)
LINE 2 (WPWOC - 6580)	($100,000.00)
TOTAL CHANGE ORDER	(190,000.00)

ORIGINAL CONTRACT AMOUNT	$673,947.00	
CHANGE ORDER NO. 1	($190,000.00)	-28.19% % CHANGE
REVISED CONTRACT AMOUNT	$483,947.00	-28.19% % TOTAL CHANGE

ORIGINAL CONTRACT TIME	90	Days
Time Extension No. 1	68	Days
Revised Contract Time	158	Days

SUBSTANTIAL COMPLETION DATE	18-Apr-22
REVISED SUBSTANTIAL COMPLETION DATE	24-Jun-22

APPROVED

Scott Weisinger 4/20/2022
CONSTRUCTION CONTRACTOR Date

Dorotea Garcia 4/21/2022
PROJECT MANAGER Date

Alan Gibbs 5/2/2022
DEPARTMENT DIRECTOR Date

5/2/2022
ASST CITY MGR - CFO Date

CITY ATTORNEY Date

CITY MANAGER Date

May 26, 2022
Item No. 8.16.
Purchase of Wells Motors

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action for the purchase of two well motors for the rehabilitation of Waterwells 1 & 2 project through the Aggiebuy cooperative with Evans Enterprises, Inc. in the amount of $141,213.30.

Relationship to Strategic Goals:
Core services and infrastructure

Recommendation(s): Staff recommends approval.

Summary: Evans Enterprises, Inc is a Aggiebuy contractor for the purchase and supplies of well motors using (Contract: C2019803). Aggiebuy is a cooperative that is available to the City. All products and services available for purchase through Aggiebuy contracts have been competitively bid and awarded and satisfy any Texas law requirements relating to competitive bids or proposals.

Upon Council approval of Rehabilitation of Waterwells 1 & 2 Change Order No. 1. The funds availability will allow for the purchase of the two well motors from Evans Enterprises, Inc.

Budget & Financial Summary: Budget of $1,325,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $1,131,650.13 has been expended or committed to date, leaving a balance of $193,349.87 for this contract and related expenses.

Attachments:
1. Well Motors Quote (Final)

Evans Enterprises, Inc.
201 S. Industrial Dr.
Waco, TX 76710
254-772-4710 - Phone
254-776-7949 - Fax

EVANS ENTERPRISES Since 1954

Visit us on the web at www.goevans.com

Quotation

LOCATION ID WAC80

QUOTE DATE 5/5/2022
QUOTE NO DF0505C-173778
CUSTOMER ID 107040
CUSTOMER PO#

Quote Bill To:

CITY OF COLLEGE STATION

PO BOX 9973
COLLEGE STATION, TX 77842

Quote Ship To:

JARED LAPAGLIA
CARTER CREEK WW TREATMENT
PO BOX 9960
2200 N FOREST PARKWAY
COLLEGE STATION, TX 77842

Quotation Prepared By:

DAVID FAULKNER
EVANS ENTERPRISES, INC.
201 S. INDUSTRIAL DR.
WACO, TX 76710
254-772-4710 - PHONE
254-776-7949 - FAX

TRANSACTION NO	TRANSACTION DATE
00173778	5/5/2022

Comments or Special Instructions: QUOTE VALID UNTIL 06/27/2022

This Quotation is Valid for 30 Days

AVAILABILITY	FOB	TERMS
18-20 WEEKS PLUS TRANSIT	MENA, AR - PPD & ADD	Net 30 Days

QUANTITY	EVANS ID	DESCRIPTION	UNIT PRICE	AMOUNT
2	NS-WAC	20180552 SO REV C NIDEC/US 500HP 1800RPM 3/60/460V 5008P FRAME WPI ENCLOSURE TITAN VERTICAL HOLLOSHAFT INVERTER DUTY MOTOR • Random Wound • 1.15 Service Factor on Sine Wave Power • B: 1.00 Service Factor on VFD • VPI-2000 Insulation System • 3300 Ft.(1000 M) Altitude • +50 C Ambient • Premium Efficiency • Vertical Centrifugal Pump Application • 24.5 Base Diameter (Inches) • Coupling Size: 2-7/16" Bore, 5/8" Key • Non-Reverse Ratchet • 9500 Pricebook Thrust Value (lbs) • 13000 lbs Customer Down Thrust • B: Inverter Duty NEMA MG1 Part 31 Variable Torque – 10:1 Speed Range • Class "F" Rise @ 1.15 SF (by Resistance) • NEMA Design "B" • KVA Code Letter G • A: Direct-On-Line Start / B: VFD Duty • Continuous Duty • Standard Load Inertia: 1880 LB-FT2 • Starts Per Hour: 2 Cold/1 Hot (NEMA Standard) • CCW Rotation Facing Opposite Drive End • 300 % Extra High Thrust • B: Aegis Ground Ring (SGR) • Insulated Bearing - Upper Bracket • 115 Volt Space Heaters • Synthetic Lube w/ OIL Lower Bearing • Bearing RTD-100 Ohm - Both Bearings • Winding RTD's-100 Ohm • Size 5 Conduit Box-Fab. Steel Conduit Opening Size (AA): 4.0 3 Conduit Opening Bottom Of Conduit Box Tin-Plated Bus Bar Lightning Arrestors Surge Capacitors Standoff Insulators	$70,606.65	$141,213.30

Evans Enterprises, Inc.
201 S. Industrial Dr.
Waco, TX 76710
254-772-4710 - Phone
254-776-7949 - Fax

EVANS ENTERPRISES Since 1954

Visit us on the web at www.goevans.com

Quotation

LOCATION ID WAC80

QUOTE DATE 5/5/2022
QUOTE NO DF0505C-173778
CUSTOMER ID 107040
CUSTOMER PO#

Quote Bill To:

CITY OF COLLEGE STATION

PO BOX 9973
COLLEGE STATION, TX 77842

Quote Ship To:

JARED LAPAGLIA
CARTER CREEK WW TREATMENT
PO BOX 9960
2200 N FOREST PARKWAY
COLLEGE STATION, TX 77842

Quotation Prepared By:

DAVID FAULKNER
EVANS ENTERPRISES, INC.
201 S. INDUSTRIAL DR.
WACO, TX 76710
254-772-4710 - PHONE
254-776-7949 - FAX

TRANSACTION NO	TRANSACTION DATE
00173778	5/5/2022

Comments or Special Instructions: QUOTE VALID UNTIL 06/27/2022

This Quotation is Valid for 30 Days

AVAILABILITY	FOB	TERMS
18-20 WEEKS PLUS TRANSIT	MENA, AR - PPD & ADD	Net 30 Days

QUANTITY	EVANS ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Metal Plug(s) in Main C/B • Q-2 Accessory Outlet Box Accessory C/B 1 Info: Space Heater Cast Iron Box Same Side As Main O/B 1" NPT Conduit Opening With Terminal Board Accessory C/B 2 Info: Winding, Bearing RTD Cast Iron Box Same Side As Main O/B 1.25" NPT Conduit Opening With Terminal Board Pre-wired Accessories ELIGIBLE FOR AGGIEBUY CONTRACT C2019803 Quote Comments: 1. Quoting a replacement of old Order No. 20180552 SO with current standard design and features. 2. Quoted motor will have a new electrical design. 3. The motor contains an extra-high thrust bearing arrangement that utilizes pre-loaded springs to prevent bearing skidding. In order to properly seat the thrust bearing and unload the guide bearing, the motor must be subjected to an external down-thrust during all operation (the value will be determined by engineering after receipt of order), with the exception of momentary excursions of reduced down-thrust or up-thrust at start-up and/or shut-down. 4. Prior to production release, orders aged over 90 days may be repriced to accommodate actual increase in material and manufacturing costs. 5. Storage Fees: As per Nidec's Standard Terms and Conditions, Ordered Goods produced by Nidec in compliance with Purchase Order requirements which cannot be shipped solely due to customer missing information, such as but not limited to carrier arrangements, will be charged 10% of the P.O. value 5 business days after Nidec customer notification. 6. Submittals will be delivered to customer 2-3 weeks after time of order entry/acceptance. Reprinting and/or reproduction of submittals		

Evans Enterprises, Inc.
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Waco, TX 76710
254-772-4710 - Phone
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Quotation

LOCATION ID WAC80

QUOTE DATE 5/5/2022
QUOTE NO DF0505C-173778
CUSTOMER ID 107040
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Quote Bill To:

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Quotation Prepared By:

DAVID FAULKNER
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254-772-4710 - PHONE
254-776-7949 - FAX

TRANSACTION NO	TRANSACTION DATE
00173778	5/5/2022

Comments or Special Instructions: QUOTE VALID UNTIL 06/27/2022

This Quotation is Valid for 30 Days

AVAILABILITY	FOB	TERMS
18-20 WEEKS PLUS TRANSIT	MENA, AR - PPD & ADD	Net 30 Days

QUANTITY	EVANS ID	DESCRIPTION	UNIT PRICE	AMOUNT
		shall be done by others. Nidec will only be providing 1 copy of the submittal package. 7. Production lead times listed below are only estimated at time of quote. Actual manufacturing lead time may vary depending on production schedules. Once motors are released for production, lead times will be provided for all motors within the order. If orders are released for production at time of order entry, scheduled dates will be provided at that time. 8. Surge Capacitors (SC) and Lightning Arrestors (LA) cannot be used in conjunction with a Variable Frequency Drive (VFD). This will damage the motor and drive. SC and LA need to be disconnected from circuit before use of a VFD. 9. REVISON C: ADDING VFD DUTY OPTION AS ITEM B THIS MOTOR IS BEING OFFERED AS A POSSIBLE REPLACEMENT FOR AN EXISTING OBSOLETE MOTOR. IT IS THECUSTOMERS RESPONSIBILITY TO ENSURE SUITABILITY FOR THE APPLICATION. SUBMITTAL APPROVAL REQUIRED In the event of significant cost escalation resulting from changes to commodity market prices for copper and other metals between dates of Evans price quotation & Evans acceptance of customer purchase order or execution of Contract Agreement may be subject to equally adjustable change order in accordance with the procedures of contract documents. Commodity markets are volatile & Price is subject to adjustment at time of order entry due to cost increases that may have occurred after Quotation Date. We will notify you in our acknowledgement if any adjustment is necessary.		

TAXABLE SUBTOTAL	$0.00
SALES TAX	$0.00
SHIPPING	$0.00
TOTAL	$141,213.30
TOTAL DUE	$141,213.30

In an effort to control cost associated with processing our invoices, effective immediately we will be assessing a 2.5% convenience fee if you choose to satisfy this invoice by

We will be assessing a 2.5% convenience fee if you choose to satisfy this invoice by paying with a credit card. This is reflected on your invoice and will be assessed if that payment method is chosen.

Based upon our Standard Terms and Conditions available at www.GoEvans.com/terms

We appreciate your business.

EVANS ENTERPRISES
WOMAN OWNED BUSINESS
ISO 9001:2015 CERTIFIED
Since 1954

May 26, 2022
Item No. 8.17.

Rejection of received proposals and cancelation of Bid#22-056 for the Purchase of Fiber Optic Cable

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on rejecting all bid responses and canceling the bid to purchase fiber optic cable.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the rejection of five proposals received, and the recommendation of no award for Bid#22-056.

Summary: Bid#22-056 was formally bid and opened on April 28,2022. Five responses were received. Due to vendor(s) non-compliance with City of College Station Terms and Conditions, and extreme lead times for these products, Information Technology is recommending that the bid be rejected.

Budget & Financial Summary: The rejection of Bid#22-056 will have no impact on the Information Technology or Capital Improvements budget.

Attachments:
None

May 26, 2022
Item No. 9.1.
Substantial Amendment to the 2021 Annual Action Plan and HOME-ARP Allocation Plan

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding a substantial amendment to the 2021 Annual Action Plan to include the City of College Station HOME Investment Partnerships Program - American Rescue Plan Allocation Plan funds in the amount of $1,740,263 to provide homelessness assistance and supportive services.

Relationship to Strategic Goals:
Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends Council receive a presentation and open a public hearing so that Council and residents can provide feedback and comments regarding a substantial amendment to the 2021 Annual Action Plan to include the City of College Station HOME-ARP Allocation Plan for homelessness assistance and supportive services.

Summary:
This item will provide a presentation regarding the proposal by the City of College Station (City) to complete a substantial amendment to the 2021-2022 Annual Action Plan. The substantial amendment will enable the City to receive and administer $1,740,263 in HOME Investment Partnerships Program - American Rescue Plan funds (HOME-ARP) from the U. S. Department of Housing and Urban Development (HUD). HOME-ARP requires the adoption of the City of College Station HOME-ARP Allocation Plan (Plan) to provide homelessness assistance and supportive services. Funds must be used to primarily benefit individuals and families in the following specified qualifying populations:

1. Homeless
2. At risk of becoming homeless
3. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Veterans and families that include a veteran that meet one of the preceding criteria.

Staff will present a summary of the requirements of HOME-ARP and the proposed Plan, which includes 1) an outline of the completed consultation and public participation process, 2) a needs assessment of qualifying populations and gaps in local housing and social service systems, and 3) planned uses of HOME-ARP funds.

At a future meeting, Council will consider approval of a resolution adopting the substantial amendment and HOME-ARP Allocation plan at a future meeting. Following approval by City Council and HUD, a Request for Proposal process will be utilized to determine a subgrantee(s) to carry out a program to provide the services identified in the Plan.

The proposed City of College Station HOME-ARP Allocation Plan can be viewed online by visiting https://www.cstx.gov/departments___city_hall/commserv/development/publications.

Budget & Financial Summary: Substantial Amendment to the 2021 Annual Action Plan (FY22) will add $1,740,260 in HOME funds.

Attachments:

None

May 26, 2022
Item No. 9.2.
1898 Arnold Road Rezoning

Sponsor: Robin Macias

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 to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 8.91 acres located at 1898 Arnold Road.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their May 5, 2022 Regular Meeting and voted unanimously to recommend approval. Staff recommends approval.

Summary: This request is to modify the existing PDD Planned Development District Zoning and concept plan on approximately 8.91 acres. The property was originally zoned PDD Planned Development District with the neighboring property to the east in 2012. The commercial portion of the original PDD has since developed, so this PDD modification request covers the undeveloped residential portion of the property. The applicant is requesting to change the base zoning from R-6 High Density Multi-Family to MF Multi-Family and update the general layout of the Concept Plan with modifications to the maximum height, parking space requirement, and cross access as set forth in the Concept Plan. These modifications will not change the land uses currently allowed on the property, but are to provide benefits to the senior community.

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 as Medical. The Comprehensive Plan generally describes the Medical land use designation as follows:

Medical – Areas appropriate for medically related uses and supporting office, commercial, and residential uses. The medical land use designation surrounding Rock Prairie and State Highway 6 is further detailed in the Medial District Master Plan, which envisions a wide array of medical and supporting services and activities concentrated in the district.

The subject property is part of the College Station Medical District Master Plan that was approved in October 2012. The Medical District Master Plan includes areas appropriate for medically related uses, including the region’s two major hospitals, and supporting office, commercial, and residential uses.

Uses allowed through the current PDD, and that are not proposed to be changed, include: senior-targeted independent living, assisted living, active adult communities, senior-targeted mixed income multi-family developments, nursing homes, convalescent homes, extended care facilities, skilled nursing facilities, and memory care facilities.

As the intent is to develop a facility targeted at senior living, the uses allowed by the existing PDD are consistent with the Comprehensive Plan and the Medical District Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The property has frontage to Arnold Road. Adjacent properties are zoned PDD Planned Development District to the east and R Rural and GS General Suburban to the south. There is a city park to the north of the subject property. Adjacent and nearby properties are developed as a city park, residential homes, and an assisted living facility. The PDD's land uses are appropriate in the context of the area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for multi-family development. The site has adequate space to meet the minimal dimensional standards for the base zoning district of MF Multi-Family as set forth in the PDD.

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:
The existing water and wastewater infrastructure is adequate to support the needs of this development. Detention is required as part of the development and the outfall capacity is provided by the storm system under Arnold Road. The subject property has frontage to Arnold Road, a minor collector on the Throughfare Plan, and will have driveway access to it. A traffic impact analysis was not required for the proposed request as the anticipated traffic volume falls below the threshold of 150 trips in the peak hour that would require a TIA to be performed.

5. The marketability of the property:
The proposed modifications to the existing PDD and Concept Plan will increase the marketability of the property by eliminating the need for stairs and providing closer parking for the senior community living in the dwellings.

REVIEW OF CONCEPT PLAN
The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site related features. The proposed Concept Plan is generally changing the building and parking layout from the original PDD Concept Plan.
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 provide senior-targeted facilities and continuum of care facilities that are located within walking distances to existing premier medical service providers and major retailers. The applicant has proposed a multi-family townhome-like project that is limited in height with parking near the homes targeted for senior living.

Base Zoning and Meritorious Modifications:
The proposed Planned Development District will have a base zoning of MF Multi-Family. This is not a change in the current land use from the previously approved PDD in 2012. The base zoning district shall be changed from R-6 High Density Multi-Family to MF Multi-Family due to the R-6 High Density Multi-Family zoning district being retired.

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 base zoning district, except where meritorious modifications are granted with the PDD zoning.

The applicant is requesting the following modifications to the notes on the existing Concept Plan:
Section 12-7.3 Off-Street Parking Standards:
- Multi-Family

o 1 bedroom unit: reduced from 1.5 spaces per bedroom to 1.15 spaces per bedroom (no change from original PDD)
o 2 + bedroom units: now proposed to meet the parking space requirements as set forth in Section 12-7.3 of the UDO

Section 12-5.2 Residential Dimensional Standards:
- Reduction in the maximum height to 40 feet. The previous Concept Plan stated that the maximum building height would be 50 feet for lot one and 60 feet for lot two.

Section 12 – 7.4 Access Management and Circulation
- Cross access shall not be required to adjacent development.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Original Zoning Ordinance
8. Proposed Concept Plan
9. Proposed Exhibit B

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 8.91 ACRES LOCATED AT 1898 ARNOLD 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 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" and Exhibit "C"** 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 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:

Lots 1 and 2 of College Station Medical + Senior Living is rezoned from PDD Planned Development District to PDD Planned Development District:

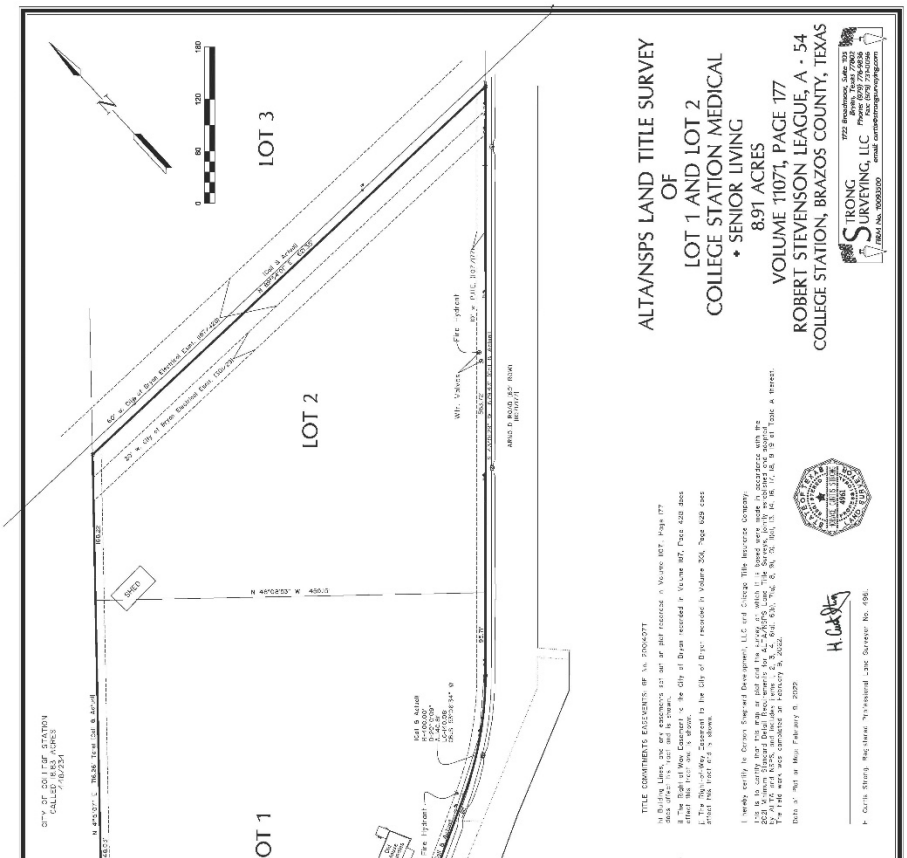


Exhibit B

Purpose & Intent The purpose of the PDD zoning district is to provide senior-targeted residential facilities and continuum of care that are located within walking distance to existing, premier medical service providers and major retailers.

Permitted Uses The following uses will be permitted:
•Senior-Targeted Independent Living, Assisted Living, and Active-Adult communities;
•Senior-Targeted Mixed-Income Multifamily Developments;
•Nursing Homes;
•Convalescent Homes;
•Extended Care Facilities;
•Skilled Nursing Facilities; and
•Memory Care Facilities.

Definitions
•Senior: Adults 55 years of age or older.

•Senior-Targeted Community: A community that provides features, amenities, operational standards, services and use restrictions that adults 55 years of age or older find desirable. By choosing to provide senior-targeted amenities, and consciously *not* provide amenities desired by the general public of ages less than 55, seniors often self-select into these communities. Many senior-targeted communities are often age-restricted as well, to reinforce and bolster the sense of safety and community desired by senior residents.

Senior-targeted communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts

•Active-Adult Communities: Active adult housing refers to communities either age-targeted or age-restricted to people ages 55 or older. Active adult housing is often designed for complete single-floor living, with features like laundry facilities and the master bedroom and bathroom on the first floor. The properties have few, if any steps to get into the home, and often boast details like toggle/rocker light switches, lever handles, shower stalls with seats, wide doorways, and other features that make life easier for people who are experiencing the pains associated with aging (like arthritis).

Active adult communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a

lifestyle center/clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

Building Height The residential portion of the site (see Concept Plan – Exhibit "C") will consist of residential uses with a maximum height 40 feet and will not meet the requirements as set forth in Section 7.2.H "Low Density Residential Height Protection" to the adjacent park property.

Base Zoning and Meritorious Modifications In accordance with the above Purpose & Intent statement, the Concept Plan (Exhibit "C") proposes a residential area. The residential use area will adhere to the dimensional standards and requirements of the MF Multi-Family district. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the MF Multi-Family zoning classification, except for the parking reduction and block length/block perimeter/access way meritorious modifications that are described in Concept Plan Note 5 as provided in Exhibit "C".

Parkland Dedication Credit for Construction of Multi-Use Path
Construction of a portion of the multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan that connects Arnold Road to Rio Grande Boulevard through Southwood Community Park. Specifically, construct the portion of the multi-use path shown on the Concept Plan adjacent to the development on the City's park property from Arnold Road to Brian Bachmann Park Drive. Construction of the multi-use path can be counted as credit toward the Community Park Development fee-in-lieu funds that is required for the residential units constructed with this development.

Exhibit C

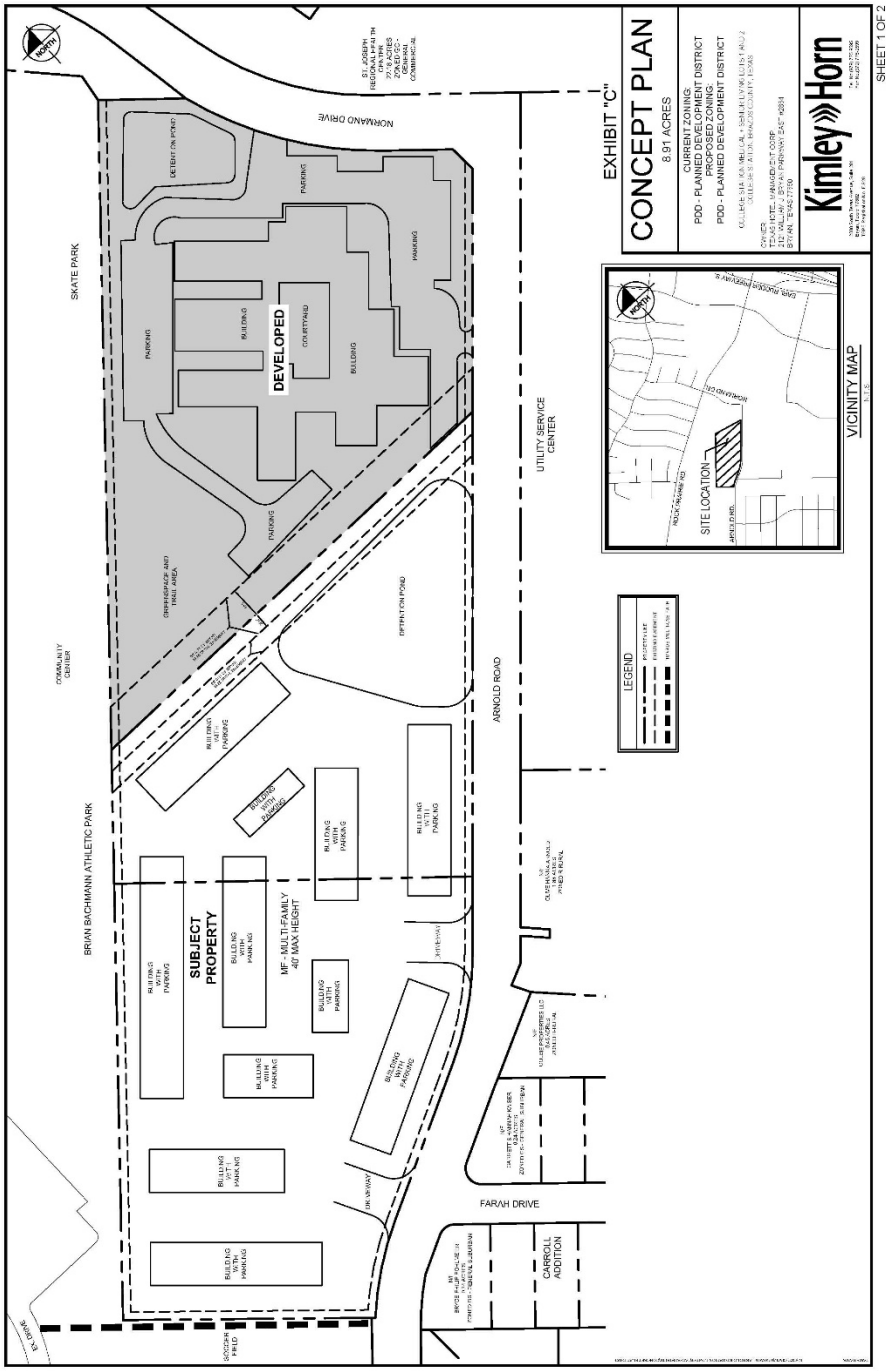


EXHIBIT "C"
CONCEPT PLAN
8.91 ACRES
CURRENT ZONING
PDD - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING
PDD - PLANNED DEVELOPMENT DISTRICT
Kimley»Horn
SHEET 1 OF 2
VICINITY MAP
SITE LOCATION
LEGEND
DEVELOPED
SUBJECT PROPERTY
MF - MULTI-FAMILY
40' MAX HEIGHT
NORMAND DRIVE
SKATE PARK
BRIAN BACHMANN ATHLETIC PARK
ARNOLD ROAD
UTILITY SERVICE CENTER
FARAH DRIVE
CARROLL ADDITION
SCOTCH PINE

CONCEPT PLAN NOTES:

1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.

   MULTI–FAMILY – MEETING THE REQUIREMENTS OF MF, ZONING CLASSIFICATION – SENIOR TARGETED MARKET

2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED FROM 12' TO 40'.

3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS NORTH INTO CITY PROPERTY AND THEN THE ROCK PRAIRIE ROAD, SOUTH INTO THE CITY OF COLLEGE STATION UTILITY SERVICE CENTER OR SOUTHWEST INTO ARNOLD ROAD. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.

4. THE DETENTION POND FOR THIS SITE WILL BE GENERALLY LOCATED AS SHOWN ON THIS PLAN.

5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT AFTER ARE AS FOLLOWS.

5.1. REDUCTION IN PARKING REQUIREMENTS PER UDO SECTION 7.3

MULTI–FAMILY:		
1 BR	1.5/BR	1.15/BR
2+ BR	NO CHANGE	

5.2 UDO SECTION 8.2 – WAIVER TO BLOCK LENGTH AND BLOCK PERIMETER REQUIREMENTS. ACCESS WAY REQUIREMENTS WILL BE MET AS SHOWN ON THE CONCEPT PLAN.

6. MULTI–USE PATH ALONG WESTERN BOUNDARY OF THIS TRACT WILL OCCUR WITH THE ADJACENT DEVELOPMENT. MULTI–USE PATH SHALL EXTEND FROM THE ARNOLD ROAD SOUTH WEST TO THE BRIAN BACHMANN PARK DRIVE.

7. CROSS ACCESS WILL NOT BE REQUIRED.

8. EACH OF THE PHASES OF DEVELOPMENT SHALL BE CONNECTED TO THE PROPOSED 6–FOOT WIDE PEDESTRIAN PATH (IF APPLICABLE) WITH A PEDESTRIAN CONNECTION (MINIMUM 5–FOOT SIDEWALKS WITH STRIPPED CROSSWALKS) THAT IS INTERNAL TO THE DEVELOPMENT. IF A PEDESTRIAN CONNECTION IS CONSTRUCTED NORTH OF THE NORTHERN PROPERTY LINE WITH THE SOUTHWOOD ATHLETIC COMPLEX, THIS CONNECTION WILL COUNT AS THE PEDESTRIAN CONNECTION FOR THIS AREA OF THE DEVELOPMENT.

EXHIBIT "D"

CONCEPT PLAN NOTES

8.91 ACRES

CURRENT ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

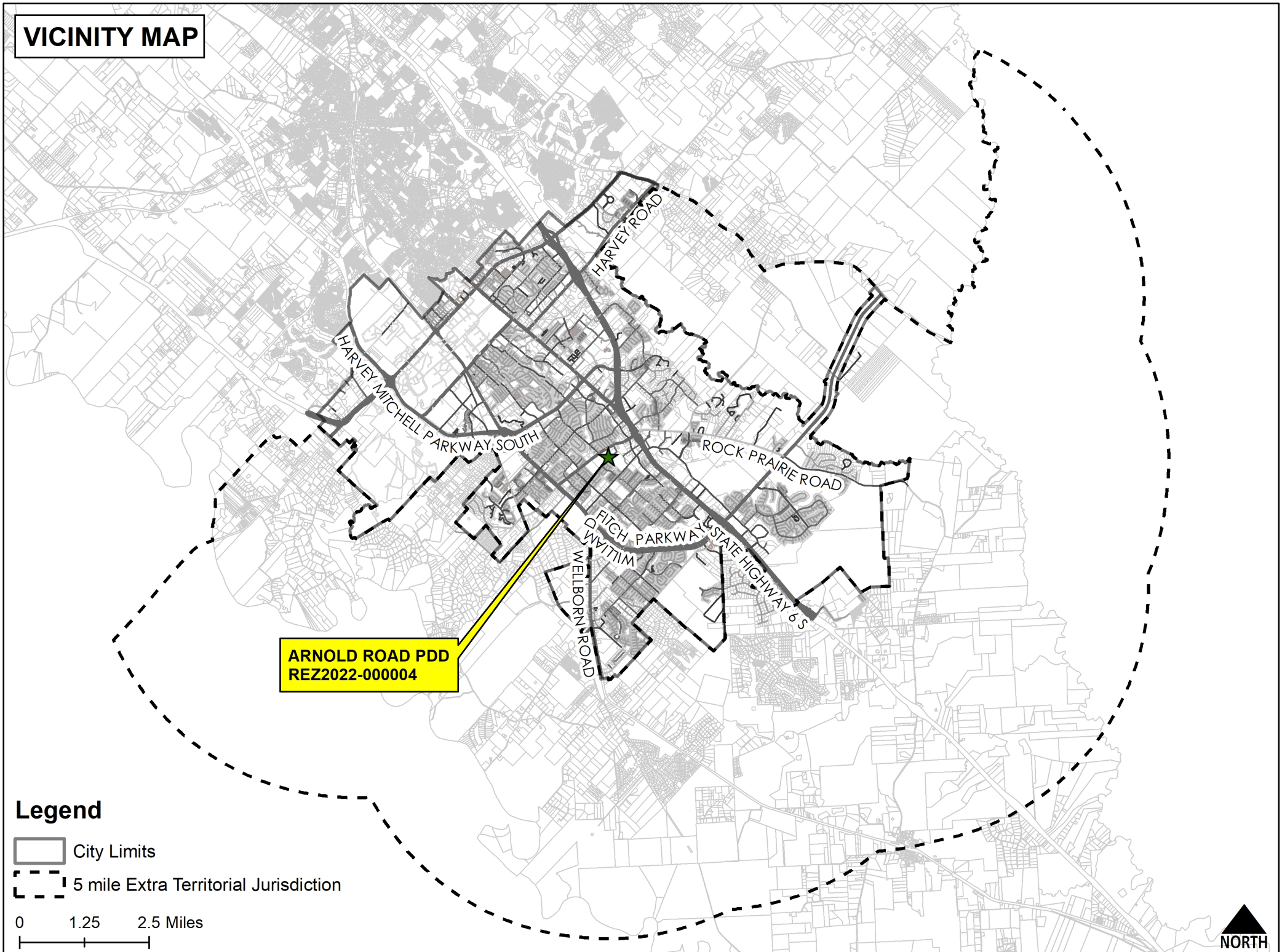
COLLEGE STATION MEDICAL • SENIOR LIVING LOTS 1 AND 2
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
TEXAS HOTEL MANAGEMENT CORP.
2121 WILLIAM J. BRYAN PARKWAY EAST #2864
BRYAN, TEXAS 77880

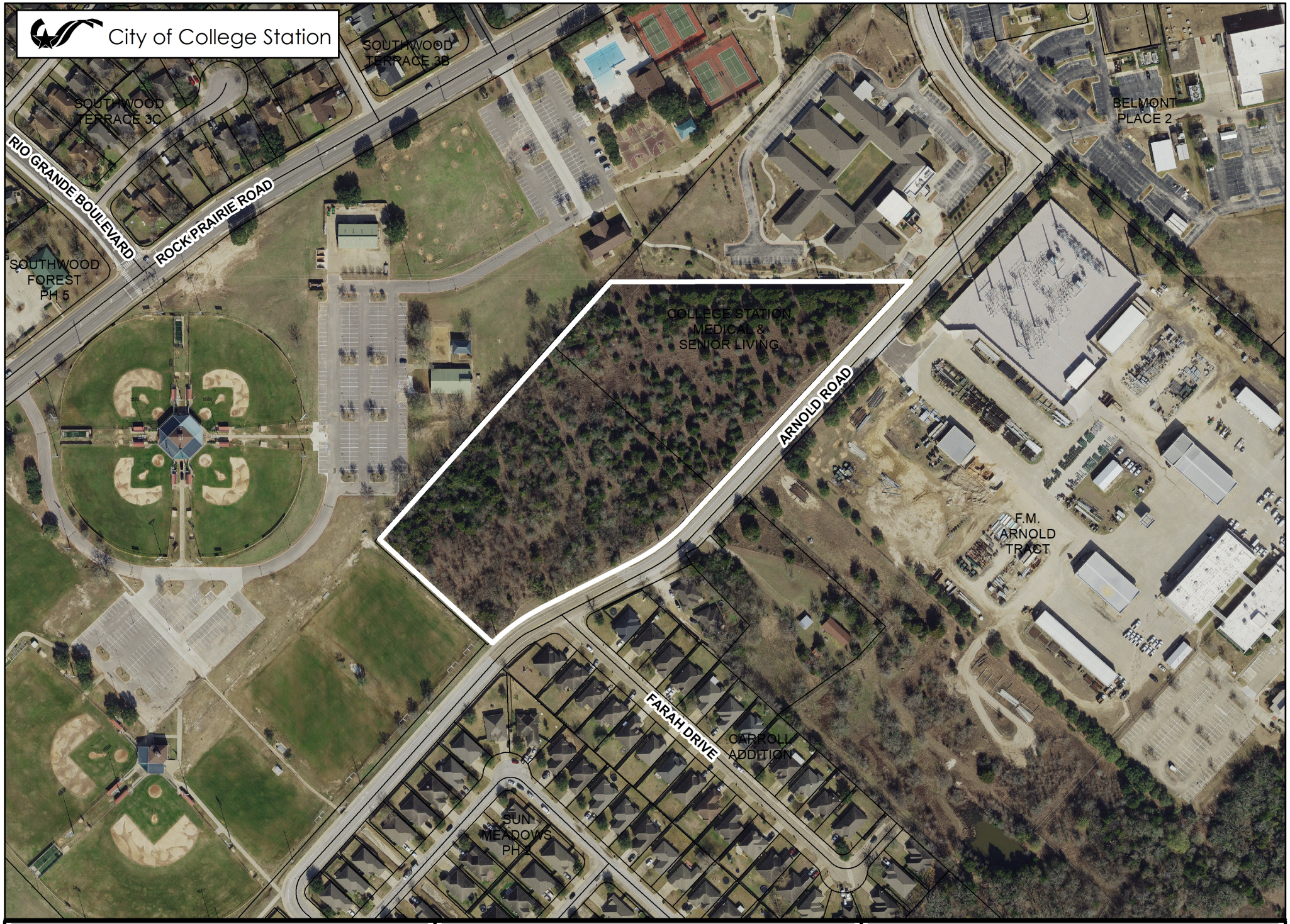
Kimley»Horn

SHEET 2 OF 2

VICINITY MAP



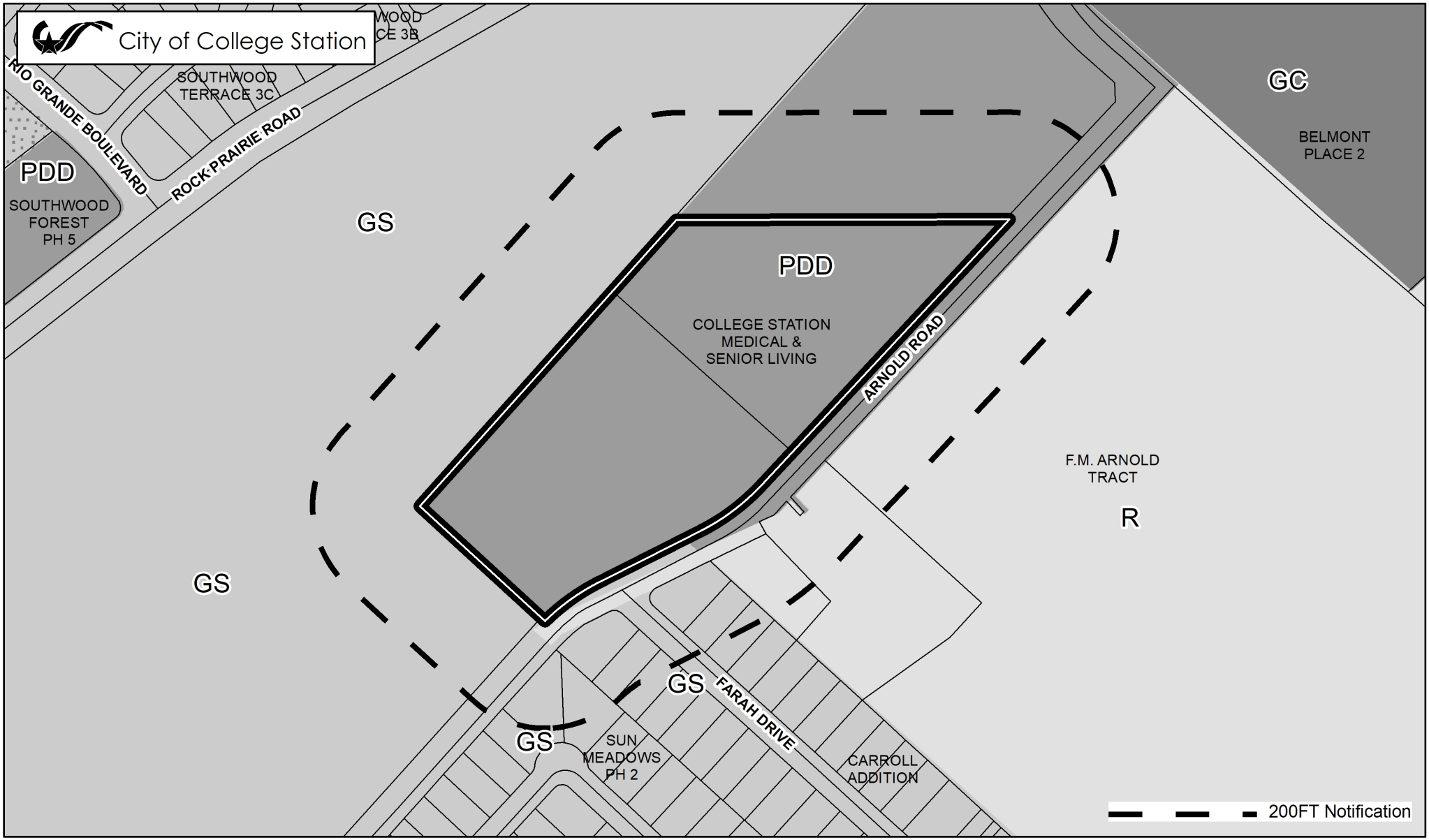
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



ARNOLD ROAD PDD

Case: REZ2022-000004

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

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

NORTH

0 255 510 Feet

ARNOLD ROAD PDD

Case: REZ2022-000004

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 5, 2022
Advertised Council Hearing Date: May 26, 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: 15

Contacts in support: None at the time of this report
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	Parks & Greenways	GS General Suburban	City Park
South	Suburban Residential and Institutional/Public	GS General Suburban and R Rural	Single family homes and City of College Station utilities
East	Medical	PDD Planned Development District with a base zoning of GC General Commercial	Assisted living facility
West	Parks & Greenways	GS General Suburban	City Park

DEVELOPMENT HISTORY

Annexed: December 1993
Zoning: A-O Agricultural Open (1993)
R-1 Single Family Residential (2002)
PDD Planned Development District (2012)
Final Plat: College Station Medical & Senior Living Lots 1 & 2
Site Development: Undeveloped

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: ARNOLD ROAD PDD

Address: 1898 ARNOLD DR

Legal Description: COLLEGE STATION MEDICAL + SENIOR LIVING, LOT 2

Total Acreage: 8.91

Applicant:: Kimley-Horn (Bryan)

Property Owner: TEXAS HOTEL MANAGEMENT CORP

List the changed or changing conditions in the area or in the City which make this zone change necessary.

• The application is for an amendment of the concept plan and certain elements of the PDD. The primary zoning and uses will not be changed. Market conditions in the area make this amendment necessary.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The proposed zoning is in accordance with 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 current zoning allows senior targeted residential used (i.e. senior targeted independent living, assisted living, and active-adult communities, nursing homes, memory care facilities, etc.). The market shows there is a need in our community for senior independent living facilities which will allow for residents 55+ who are not looking for an assisted living facility to live in a community of their peers.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The amendment will not change the permitted used allowed in the PDD. The proposed zoning allows senior targeted residential used (i.e. senior targeted independent living, assisted living, and active-adult communities, nursing homes, memory care facilities, etc.). The market shows there is a need in our community for senior independent living facilities which will allow for residents 55+ who are not looking for an assisted living facility to live in a community of their peers.

Explain the suitability of the property for uses permitted by the current zoning district.

The amendment will not change the permitted used allowed in the PDD. The proposed zoning allows senior targeted residential used (i.e. senior targeted independent living, assisted living, and active-adult communities, nursing homes, memory care facilities, etc.). The market shows there is a need in our community for senior independent living facilities which will allow for residents 55+ who are not looking for an assisted living facility to live in a community of their peers.

Explain the marketability of the property for uses permitted by the current zoning district.

The current concept plan shows large multi-story multi-family buildings for the seniors. This is not ideal for senior residents due to the ease of climbing stairs and parking a distance away from the entrance.

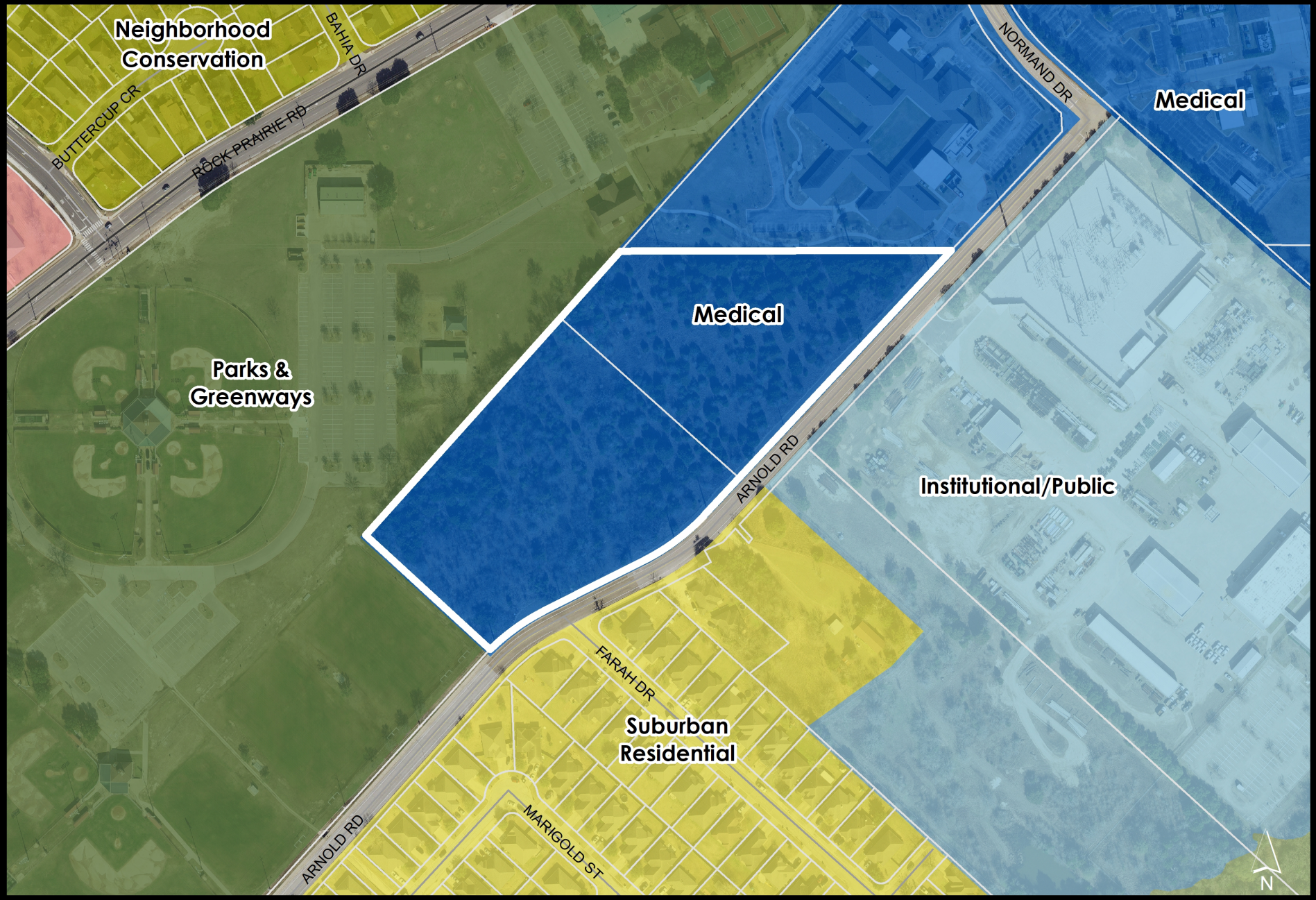
List any other reasons to support this zone change.

The revised concept plan allows for single-story attached senior living homes that will allow each resident to park at their front door.

EXISTING
Zoning

PROPOSED
Zoning

EXISTING
Future Land Use



ORDINANCE NO. 2012-3392

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," 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 CERTAIN PROPERTIES AS DESCRIBED BELOW; 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 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", and as shown graphically in Exhibit "C" Exhibit "D" and Exhibit "E", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of January, 2012

APPROVED:

Nancy F Berry
MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A Robinson
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R-1 Single-Family Residential to PDD Planned Development District:

Texas Hotel Management Corporation
17.07 Acre Tract
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 17.07 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the called 17.215 acre tract described in the deed from Bandura Corp., to Texas Hotel Management Corporation recorded in Volume 3665, Page 248, of the Official Records of Brazos County, Texas, and said 17.07 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking a 3-way corner between the beforementioned 17.215 acre tract and the 18.83 acre tract described in the deed to the City of College Station, Texas, recorded in Volume 448, Page 234, of the Deed Records of Brazos County, Texas, and Lot 2R, Block 3 - 0.59 acre, according to the Amending plat of Belmont Place, Section Two, recorded in Volume 7543, Page 285, of the Official Records of Brazos County, Texas, same being the north corner of the said 17.215 acre tract;

THENCE S 48° 01' 03" E along the common line between the beforementioned 17.215 acre tract and Block 3, Belmont Place, Section Two, at a distance of 349.11 feet pass a ½" iron rod and cap found marking the southeast terminus of Normand Drive - 60' wide right-of-way, continue on for a total distance of 530.42 feet to a ½" iron rod and cap found marking the common corner between the said 17.215 acre tract and the 35.00 acre tract described in the deed to the City of College Station, Texas, recorded in Volume 692, Page 506, of the Official Records of Brazos County, Texas, same being in the southwest line of Lot 1R, Block 3 - 23.83 acres, Amending Plat of Belmont Place, Section Two;

THENCE S 42° 58' 19" W along the common line between the beforementioned 17.215 acre tract and the following two tracts: the beforementioned 35.00 acre tract, and a 30.02 acre - remainder tract, described in the deed to F. M. Arnold, recorded in Volume 200, Page 445, of the Deed Records of Brazos County, Texas, adjacent to a chain link and barbed wire fence, at a distance of 857.04 feet, a ½" iron rod found marking the common corner between the said 35.00 acre tract and the 30.02 acre - remainder tract, bears southeast -0.65 feet and a chain link fence corner bears southeast - 3.1 feet, continue on, for a total distance of 1048.54 feet to a ½" iron rod found;

THENCE along the common line between the beforementioned 17.215 acre tract and the 30.02 acre - remainder tract and around an abandoned water well, as follows:

S 42° 42' 01" E	for a distance of 36.83 feet to a ½" iron rod and cap found,
S 43° 25' 12" W	for a distance of 10.56 feet to a ½" iron rod and cap found,
N 43° 10' 46" W	for a distance of 36.92 feet to a ½" iron rod found, from which a 6" creosote post fence corner bears S 21° 42' E - 5.5 feet;

THENCE along the common line between the 17.215 acre tract and the Arnold Road (private road), as follows:

S 42° 58' 48" W	for a distance of 34.43 feet to a ½" iron rod and cap found,
S 65° 14' 02" W	for a distance of 166.40 feet to a ½" iron rod set at the east corner of a 0.156 acre tract described in the deed to Craig Browne and Rostell Chapman, according to the deed recorded in Volume 5027, Page 162, of the Official Records of Brazos County, Texas,. and dedicated as Arnold Road, according to the plat of Carroll Addition, recorded in Volume 5229, Page 47, of the Official Records of Brazos County, Texas;

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Texas Hotel Management Corporation
17.07 Acre Tract
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

THENCE along the northeast and northwest right-of-way lines of Arnold Road, as follows:

N 47° 32' 32" W for a distance of 32.38 feet to a ½" iron rod set,
S 63° 10' 46" W for a distance of 180.26 feet to a ½" iron rod and cap set at the beginning of a curve, concave to the southeast, having a radius of 405.00 feet,
Southwesterly along said curve, for an arc distance of 124.58 feet to a ½" iron rod and cap found in the northeast line of a 9.93 acre tract, described in the deed to the City of College Station, Texas, recorded in Volume 448, Page 230, of the Deed Records of Brazos County, Texas, the chord bears S 54° 22' 03" W - 124.09 feet, the east corner of the said 9.93 acre tract bears S 47° 32' 40" E - 1.17 feet;

THENCE N 47° 32' 40" W along the common line between the beforementioned 17.215 acre tract and the 9.93 acre tract, for a distance of 316.81 feet to a ½" iron rod found marking the common corner between the said 17.215 acre tract and the beforementioned 18.83 acre tract;

THENCE N 41° 48' 29" E along the common line between the beforementioned 17.215 acre tract and the beforementioned 18.83 acre tract, for a distance of 1532.94 feet to the **PLACE OF BEGINNING**, containing 17.07 acres of land, more or less.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

Surveyed: November, 2011

By:

S. M. Kling
R.P.L.S. No. 2003

Prepared 11/29/11
kes11-dvd\Texas Hotel Management - 17.07ac.wpd

EXHIBIT "B"

Purpose & Intent

The purpose of the PDD zoning district is to provide senior-targeted residential facilities, continuum of care, and medical facilities that are located within walking distance to existing, premier medical service providers and major retailers.

Permitted Uses

The following uses will be permitted in the residential areas:

- Senior-Targeted Independent Living, Assisted Living, and Active-Adult communities;
- Senior-Targeted Mixed-Income Multifamily Developments;
- Nursing Homes;
- Convalescent Homes;
- Extended Care Facilities;
- Skilled Nursing Facilities; and
- Memory Care Facilities.

The following uses will be permitted in the non-residential use area:

- Hospital;
- Offices;
- Medical Retail;
- Medical Clinics;
- Skilled Nursing; and
- Memory Care Facilities.
- Stand-alone retail and restaurant uses shall not be permitted unless they serve as an accessory use to another primary use.

Definitions

- Senior: Adults 55 years of age or older.

- Senior-Targeted Community: A community that provides features, amenities, operational standards, services and use restrictions that adults 55 years of age or older find desirable. By choosing to provide senior-targeted amenities, and consciously *not* provide amenities desired by the general public of ages less than 55, seniors often self-select into these communities. Many senior-targeted communities are often age-restricted as well, to reinforce and bolster the sense of safety and community desired by senior residents.

  Senior-targeted communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as

facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

- Active-Adult Communities: Active adult housing refers to communities either age-targeted or age-restricted to people aged 55 or older. Active adult housing is often designed for complete single-floor living, with features like laundry facilities and the master bedroom and bathroom on the first floor. The properties have few, if any, steps to get into the home, and often boast details like toggle/rocker light switches, lever handles, shower stalls with seats, wide doorways, and other features that make life easier for people who are experiencing the pains associated with aging (like arthritis).

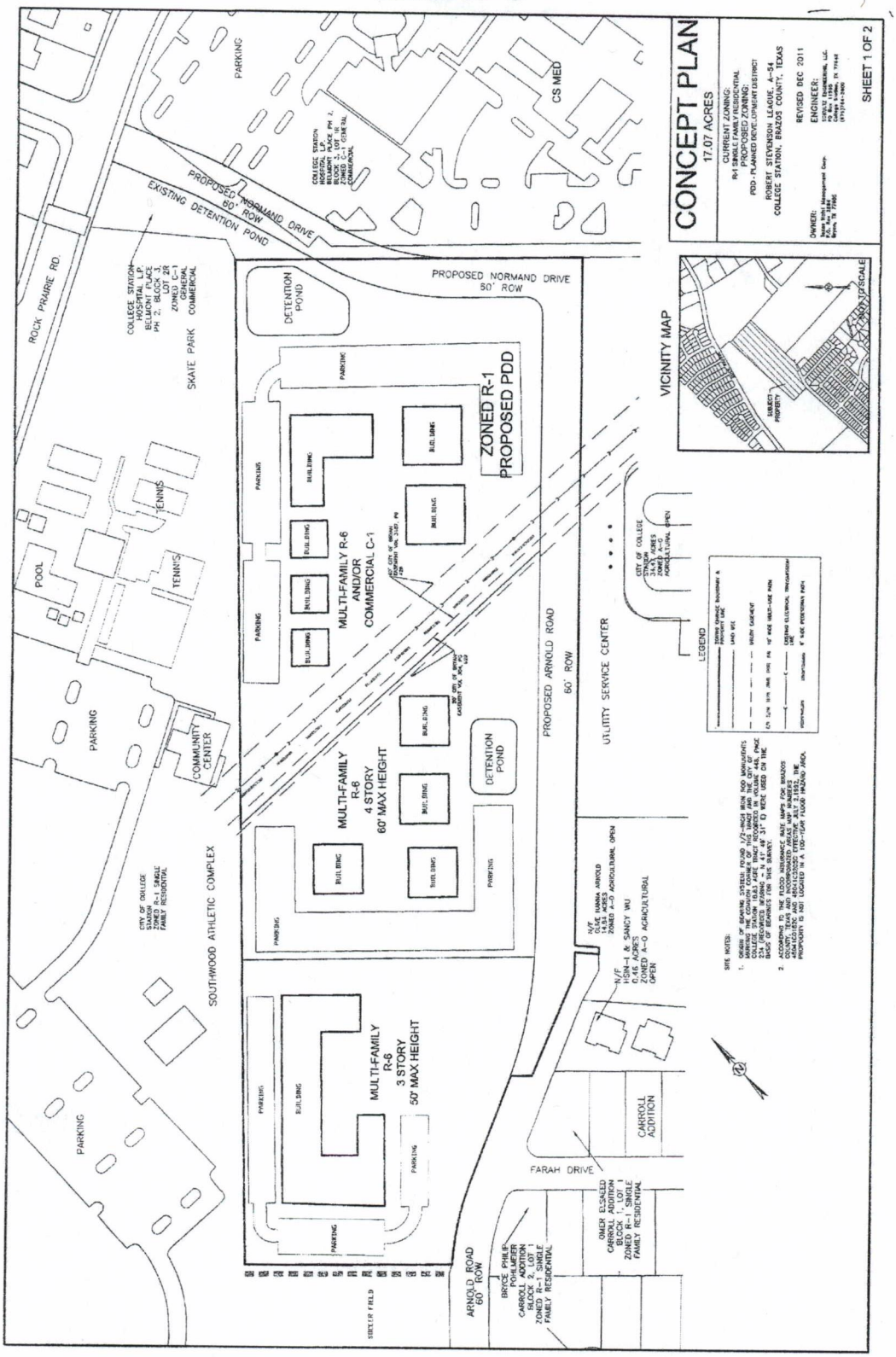
  Active adult communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

Building Height
The center portion of the site (see Concept Plan – Exhibit "C") will consist of residential uses with maximum height of four stories and 60 feet. The western portion will also consist of residential uses with a maximum height of three stories and 50 feet.

Base Zoning and Meritorious Modifications
In accordance with the above Purpose & Intent statement, the Concept Plan (Exhibit "C") proposes residential and non-residential use areas. The residential use areas will adhere to the dimensional standards and requirements of the R-6 High Density Multi-Family district while the non-residential use area will follow the C-1 General Commercial district standards. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the C-1 General Commercial and R-6 High Density Multi-Family zoning classifications, except for the parking reduction and block length/block perimeter/access way meritorious modifications that are described in Concept Plan Note 5 as provided in Exhibit "D."

Parkland Dedication Credit for Construction of Multi-Use Path:
Construction of a portion of the multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan that connects Arnold Road to Rio Grande Boulevard through the Southwood Community Park. Specifically, construct the portion of the multi-use path shown on the Concept Plan adjacent to the development on the City's park property. Construction of the multi-use path can be counted as credit toward the Community Park Development fee-in-lieu funds that is required for the residential units constructed with this development.

EXHIBIT"C"


CONCEPT PLAN
17.07 ACRES
CURRENT ZONING:
R-1 SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS
REVISED DEC 2011
OWNER:
ENGINEER:
SHEET 1 OF 2
VICINITY MAP
NO SCALE
SUBJECT PROPERTY
PROPOSED NORMAND DRIVE
60' ROW
EXISTING DETENTION POND
PARKING
CS MED
COLLEGE STATION HOSPITAL, L.P.
BEAUMONT JOICE, PH. 2
BLOCK 2, LOT 2R
ZONED C-1 GENERAL COMMERCIAL
ROCK PRAIRIE RD.
DETENTION POND
PROPOSED NORMAND DRIVE
50' ROW
SKATE PARK
COMMERCIAL
ZONED R-1
PROPOSED PDD
MULTI-FAMILY R-6
AND/OR
COMMERCIAL C-1
POOL
TENNIS
TENNIS
PARKING
COMMUNITY CENTER
MULTI-FAMILY
R-6
4 STORY
60' MAX HEIGHT
DETENTION POND
PROPOSED ARNOLD ROAD
60' ROW
UTILITY SERVICE CENTER
CITY OF COLLEGE STATION
34.41 ACRES
ZONED A-O
AGRICULTURAL OPEN
LEGEND
SOUTHWOOD ATHLETIC COMPLEX
CITY OF COLLEGE STATION
ZONED R-1 SINGLE FAMILY RESIDENTIAL
MULTI-FAMILY
R-6
3 STORY
50' MAX HEIGHT
N/F
OLIVE HANNA ARNOLD
24.63 ACRES
ZONED A-O AGRICULTURAL OPEN
N/F
HUNG-I & SANCY WU
0.46 ACRES
ZONED A-O AGRICULTURAL
OPEN
SITE NOTES:
1. ORIGIN OF BEARING SYSTEM: FOUND 1/2"-INCH IRON ROD MONUMENTS
2. ACCORDING TO THE FLOOD INSURANCE RATE MAPS FOR BRAZOS
FARAH DRIVE
CARROLL ADDITION
ARNOLD ROAD
60' ROW
BRYCE PHILIP POHLMEIER
CARROLL ADDITION
BLOCK 1, LOT 1
ZONED R-1 SINGLE FAMILY RESIDENTIAL
OMER ELSALED
CARROLL ADDITION
BLOCK 1, LOT 1
ZONED R-1 SINGLE FAMILY RESIDENTIAL
SISTER FIELD

ORDINANCE NO. 2012-3392

EXHIBIT "D"

CONCEPT PLAN NOTES:

1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.

   MULTI-FAMILY MEETING THE REQUIREMENTS OF R-6, ZONING CLASSIFICATION – SENIOR TARGET MARKET

   COMMERCIAL MEETING THE REQUIREMENTS OF C-1, GENERAL COMMERCIAL ZONING CLASSIFICATION.

2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED TO BE FROM 12' TO 60'.

3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS NORTH INTO CITY PROPERTY AND THEN TO ROCK PRAIRIE ROAD, SOUTH INTO THE CITY OF COLLEGE STATION UTILITY SERVICE CENTER OR SOUTHWEST INTO ARNOLD ROAD. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.

4. THE DETENTION PONDS FOR THIS SITE WILL BE GENERALLY LOCATED AS SHOWN ON THIS PLAT.

5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT ARE AS FOLLOWS.

5.1. REDUCTION IN PARKING REQUIREMENTS PER UDO SECTION 7.2.I

A. MEDICAL OR DENTAL CLINIC;	1/200 SF	1/280 SF
B. OFFICE BUILDING;	1/250 SF	1/350 SF
C. PERSONAL SERVICE SHOP:	1/250 SF	1/350 SF
D. RETAIL SALES & SERVICES (C-1):	1/250 SF	1/350 SF
E. RESTAURANT:	NO CHANGE	
F. MULTIFAMILY:		
1 BR	1.5/BR	1.15/BR
2 BR	1.25-1.5/BR	1.15/BR
3 BR	NO CHANGE	

5.2. UDO SECTION 8.2. – WAIVER TO BLOCK LENGTH AND BLOCK PERIMETER REQUIREMENTS. ACCESS WAY REQUIREMENTS WILL BE MET AS SHOWN ON THE CONCEPT PLAN.

6. MULTI-USE PATH ALONG WESTERN BOUNDARY OF THIS TRACT WILL OCCUR WITH THE ADJACENT DEVELOPMENT. THE PEDESTRIAN PATH ALONG THE ELECTRICAL EASEMENT WILL BE CONSTRUCTED WITH THE ADJACENT DEVELOPMENT. THE PEDESTRIAN PATH WILL BE A PRIVATELY OWNED AND MAINTAINED PEDESTRIAN PUBLIC ACCESS WAY.

7. CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN EACH SECTION OF THIS DEVELOPMENT. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.

8. NORMAND DRIVE AND ARNOLD ROAD WILL HAVE A SIDEWALK ON EACH SIDE AS REQUIRED BY THE UDO.

9. THE PROPOSED THOROUGHFARES SHOWN ON THIS PLAN SHALL BE CONSTRUCTED TO MINOR COLLECTOR STREET STANDARDS.

10. THE EXTENSION OF ARNOLD ROAD AND THE EXTENSION OF NORMAND DRIVE FROM ROCK PRAIRIE ROAD MUST BE CONSTRUCTED WITH THE FIRST PHASE OF DEVELOPMENT WITH THIS PLANNED DEVELOPMENT DISTRICT ZONING.

11. EACH OF THE PHASES OF DEVELOPMENT SHALL BE CONNECTED TO ADJACENT PHASES AND THE PROPOSED 6-FOOT WIDE PEDESTRIAN PATH (IF APPLICABLE) WITH A PEDESTRIAN CONNECTION (MINIMUM 5-FOOT SIDEWALKS WITH STRIPED CROSSWALKS) THAT IS INTERNAL TO THE DEVELOPMENT. IF A PEDESTRIAN CONNECTION IS CONSTRUCTED NORTH OF THE NORTHERN PROPERTY LINE WITH THE SOUTHWOOD ATHLETIC COMPLEX, THIS CONNECTION WILL COUNT AS THE PEDESTRIAN CONNECTION FOR THIS AREA OF THE DEVELOPMENT.

CONCEPT PLAN NOTES

17.07 ACRES

CURRENT ZONING:
R-1 SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

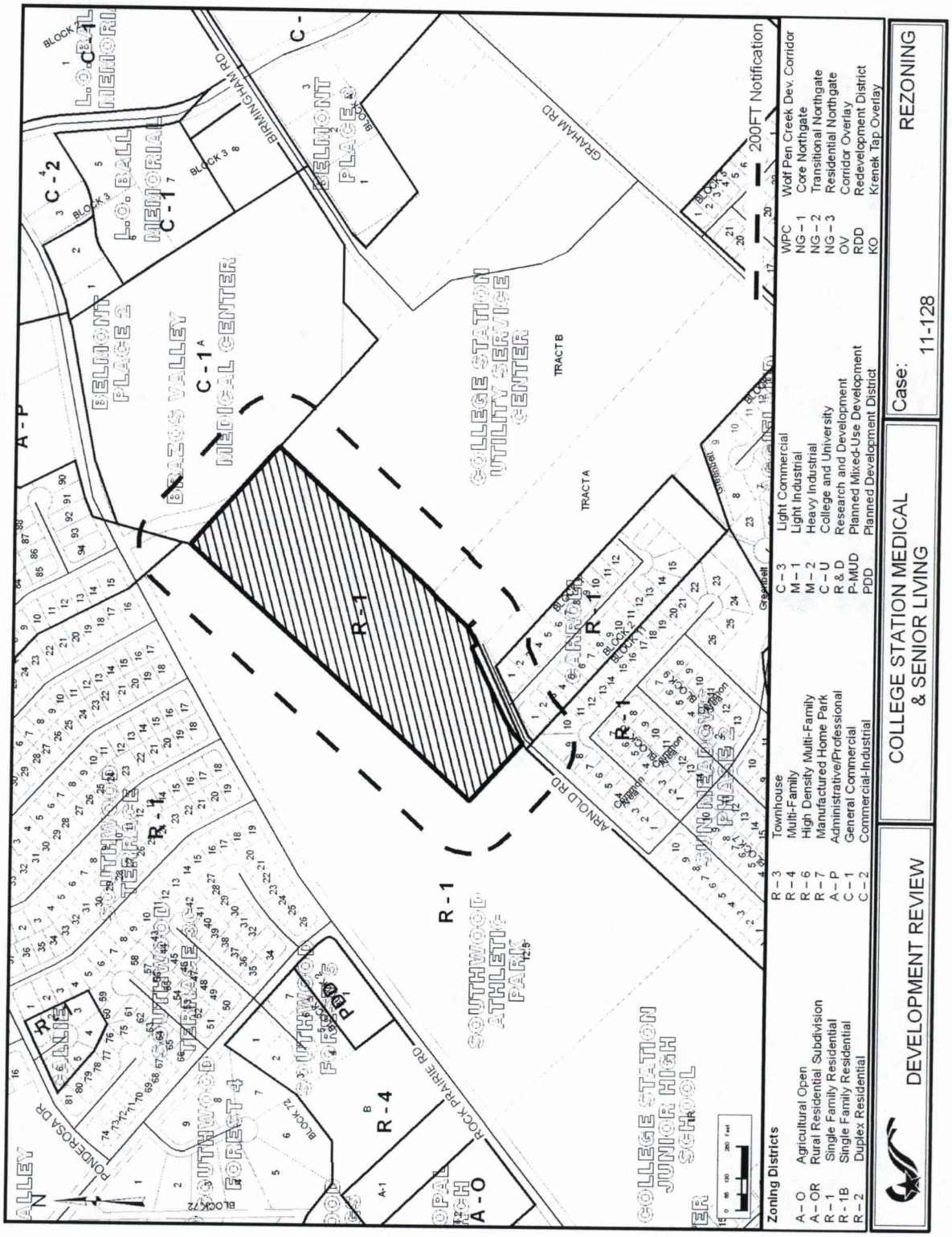
REVISED DEC 2011

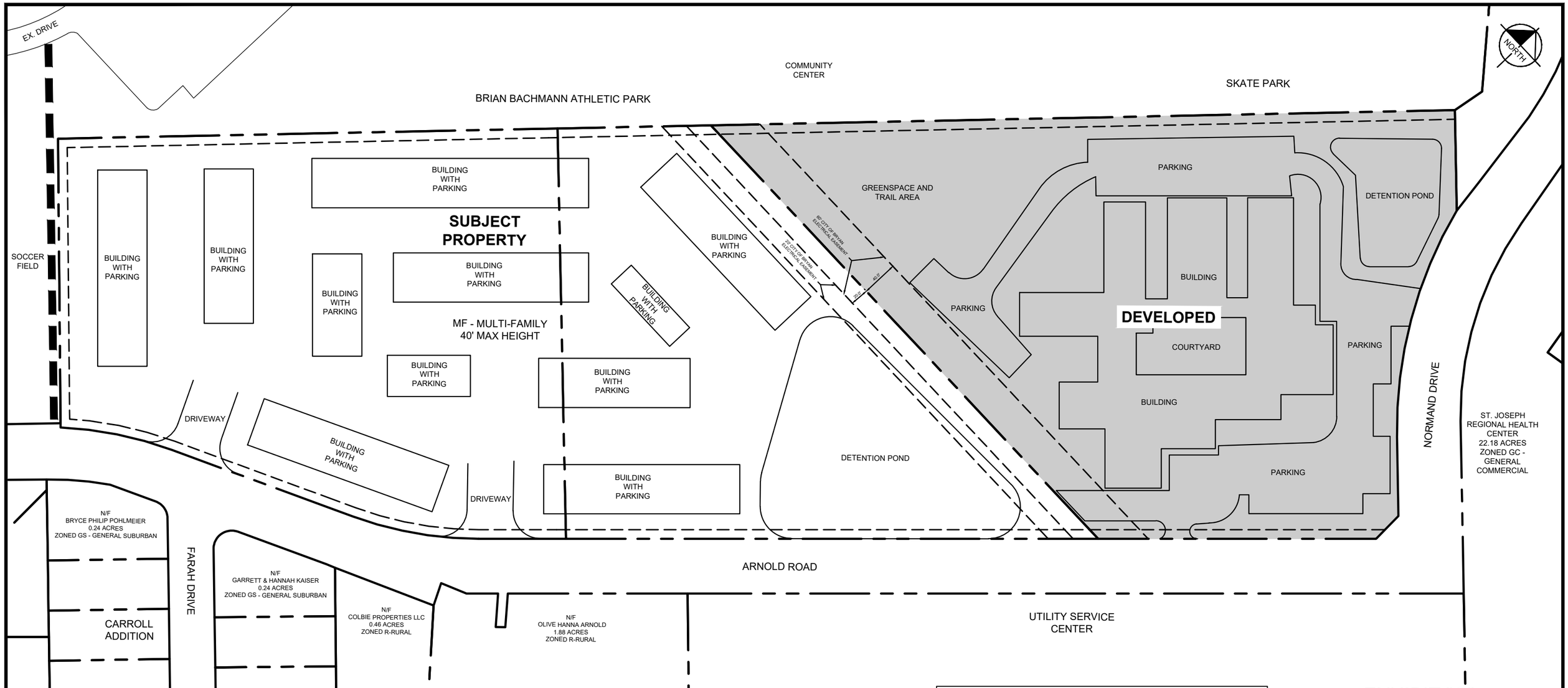
OWNER:
Texas Hotel Management Corp.
P.O. Box 2864
Bryan, TX 77805

ENGINEER:
SCHULTZ ENGINEERING, LLC.
PO Box 11995
College Station, TX 77842
(979)764-3900

SHEET 2 OF 2

EXHIBIT"E"


DEVELOPMENT REVIEW
COLLEGE STATION MEDICAL & SENIOR LIVING
Case: 11-128
REZONING
Zoning Districts
A – O Agricultural Open
A – OR Rural Residential Subdivision
R – 1 Single Family Residential
R – 1B Single Family Residential
R – 2 Duplex Residential
R – 3 Townhouse
R – 4 Multi-Family
R – 6 High Density Multi-Family
R – 7 Manufactured Home Park
A – P Administrative/Professional
C – 1 General Commercial
C – 2 Commercial-Industrial
C – 3 Light Commercial
M – 1 Light Industrial
M – 2 Heavy Industrial
C – U College and University
R & D Research and Development
P-MUD Planned Mixed-Use Development
PDD Planned Development District
WPC Wolf Pen Creek Dev. Corridor
NG – 1 Core Northgate
NG – 2 Transitional Northgate
NG – 3 Residential Northgate
OV Corridor Overlay
RDD Redevelopment District
KO Krenek Tap Overlay
200FT Notification
BELMONT PLACE 2
BRAZOS VALLEY MEDICAL CENTER
COLLEGE STATION UTILITY SERVICE CENTER
SOUTHWOOD ATHLETIC PARK
COLLEGE STATION JUNIOR HIGH SCHOOL
BIRMINGHAM RD
GRAHAM RD
ARNOLD RD
ROCK PRAIRIE RD
PONDEROSA DR
TRACT A
TRACT B
R - 1
R - 4
A - O
C - 1
C - 2
A - P



VICINITY MAP

N.T.S.

EXHIBIT "C"

CONCEPT PLAN

8.91 ACRES

CURRENT ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

COLLEGE STATION MEDICAL + SENIOR LIVING LOTS 1 AND 2
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
TEXAS HOTEL MANAGEMENT CORP.
2121 WILLIAM J. BRYAN PARKWAY EAST #2864
BRYAN, TEXAS 77850

Kimley»Horn
2800 South Texas Avenue, Suite 201
Bryan, Texas 77802
TBPE Registration No. F-928
Tel. No.(979) 775-9595
Fax No.(979) 775-9599

Page 248 of 299
SHEET 1 OF 2

CONCEPT PLAN NOTES:

1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.

   MULTI-FAMILY – MEETING THE REQUIREMENTS OF MF, ZONING CLASSIFICATION – SENIOR TARGETED MARKET

2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED FROM 12' TO 40'.

3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS NORTH INTO CITY PROPERTY AND THEN THE ROCK PRAIRIE ROAD, SOUTH INTO THE CITY OF COLLEGE STATION UTILITY SERVICE CENTER OR SOUTHWEST INTO ARNOLD ROAD. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.

4. THE DETENTION POND FOR THIS SITE WILL BE GENERALLY LOCATED AS SHOWN ON THIS PLAN.

5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT AFTER ARE AS FOLLOWS.

   5.1. REDUCTION IN PARKING REQUIREMENTS PER UDO SECTION 7.3

   MULTI-FAMILY:

1 BR	1.5/BR	1.15/BR
2+ BR	NO CHANGE	

   5.2 UDO SECTION 8.2 – WAIVER TO BLOCK LENGTH AND BLOCK PERIMETER REQUIREMENTS.
   ACCESS WAY REQUIREMENTS WILL BE MET AS SHOWN ON THE CONCEPT PLAN.

6. MULTI-USE PATH ALONG WESTERN BOUNDARY OF THIS TRACT WILL OCCUR WITH THE ADJACENT DEVELOPMENT. MULTI-USE PATH SHALL EXTEND FROM THE ARNOLD ROAD SOUTH WEST TO THE BRIAN BACHMANN PARK DRIVE.

7. CROSS ACCESS WILL NOT BE REQUIRED.

8. EACH OF THE PHASES OF DEVELOPMENT SHALL BE CONNECTED TO THE PROPOSED 6-FOOT WIDE PEDESTRIAN PATH (IF APPLICABLE) WITH A PEDESTRIAN CONNECTION (MINIMUM 5-FOOT SIDEWALKS WITH STRIPPED CROSSWALKS) THAT IS INTERNAL TO THE DEVELOPMENT. IF A PEDESTRIAN CONNECTION IS CONSTRUCTED NORTH OF THE NORTHERN PROPERTY LINE WITH THE SOUTHWOOD ATHLETIC COMPLEX, THIS CONNECTION WILL COUNT AS THE PEDESTRIAN CONNECTION FOR THIS AREA OF THE DEVELOPMENT.

EXHIBIT "D"

CONCEPT PLAN NOTES

8.91 ACRES

CURRENT ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

COLLEGE STATION MEDICAL + SENIOR LIVING LOTS 1 AND 2
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
TEXAS HOTEL MANAGEMENT CORP.
2121 WILLIAM J. BRYAN PARKWAY EAST #2864
BRYAN, TEXAS 77850

Kimley»Horn
2800 South Texas Avenue, Suite 201
Bryan, Texas 77802
TBPE Registration No. F-928
Tel. No.(979) 775-9595
Fax No.(979) 775-9599

DWG NAME K:\CST_CIVIL\06453206 - ARNOLD RD SENIOR LIVING\CAD\EXHIBITS\CONCEPT PLAN.DWG

EXHIBIT "B"

Purpose & Intent

The purpose of the PDD zoning district is to provide senior-targeted residential facilities and continuum of care that are located within walking distance to existing, premier medical service providers and major retailers.

Permitted Uses

The following uses will be permitted:

- Senior-Targeted Independent Living, Assisted Living, and Active-Adult communities;
- Senior-Targeted Mixed-Income Multifamily Developments;
- Nursing Homes;
- Convalescent Homes;
- Extended Care Facilities;
- Skilled Nursing Facilities; and
- Memory Care Facilities.

Definitions

- Senior: Adults 55 years of age or older.

- Senior-Targeted Community: A community that provides features, amenities, operational standards, services and use restrictions that adults 55 years of age or older find desirable. By choosing to provide senior-targeted amenities, and consciously *not* provide amenities desired by the general public of ages less than 55, seniors often self-select into these communities. Many senior-targeted communities are often age-restricted as well, to reinforce and bolster the sense of safety and community desired by senior residents.

  Senior-targeted communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts

- Active-Adult Communities: Active adult housing refers to communities either age-targeted or age-restricted to people ages 55 or older. Active adult housing is often designed for complete single-floor living, with features like laundry facilities and the master bedroom and bathroom on the first floor. The properties have few, if any steps to get into the home, and often boast details like toggle/rocker light switches, lever handles, shower stalls with seats, wide doorways, and other features that make life easier for people who are experiencing the pains associated with aging (like arthritis).

  Active adult communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

Building Height
The residential portion of the site (see Concept Plan – Exhibit "C") will consist of residential uses with a maximum height 40 feet and will not meet the requirements as set forth in Section 7.2.H "Low Density Residential Height Protection" to the adjacent park property.

Base Zoning and Meritorious Modifications
In accordance with the above Purpose & Intent statement, the Concept Plan (Exhibit "C") proposes a residential area. The residential use area will adhere to the dimensional standards and requirements of the MF Multi-Family district. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the MF Multi-Family zoning classification, except for the parking reduction and block length/block perimeter/access way meritorious modifications that are described in Concept Plan Note 5 as provided in Exhibit "D".

Parkland Dedication Credit for Construction of Multi-Use Path
Construction of a portion of the multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan that connects Arnold Road to Rio Grande Boulevard through Southwood Community Park. Specifically, construct the portion of the multi-use path shown on the Concept Plan adjacent to the development on the City's park property from Arnold Road to Brian Bachmann Park Drive. Construction of the multi-use path can be counted as credit toward the Community Park Development fee-in-lieu funds that is required for the residential units constructed with this development.

May 26, 2022
Item No. 9.3.
Valley Park Apartments Rezoning

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,“ Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 5 acres located at 404 Harvey Mitchell Parkway South.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their May 5, 2022 Regular Meeting and voted 6-1 to recommend approval. Staff recommends approval.

Summary: The property is the southernmost lot out of three lots that share driveway access off Harvey Mitchell Parkway. The two northern lots have been developed for commercial and office related uses, with this lower lot still undeveloped. The subject property is adjacent to the Aggie Field of Honor and was rezoned to a PDD with a base zoning of MF Multi-Family in May 2017. This rezoning is not proposing any change to the base zoning of MF Multi-Family but is proposing an amended Concept Plan with a different bedroom per unit mix, a different building and amenity layout, and a meritorious modification for parking.

REZONING REVIEW CRITERIA
1. Whether the proposal is consistent with the Comprehensive Plan:
The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as General Commercial. The Comprehensive Plan generally describes the General Commercial land use designation as follows:

General Commercial – Concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The previous Comprehensive Plan Land Use and Character Map was amended from Suburban Commercial to Urban in May 2017 in conjunction with the adoption of the PDD rezoning that is existing on the property. With the property undeveloped at the time of the new Comprehensive Plan, the property was redesignated for General Commercial. The proposed zoning permits high-density multi-family development, which is not consistent with the Comprehensive Plan but follows the character of the existing PDD zoning by proposing the same number of bedrooms with a different unit mix.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The PDD zoning with a MF Multi-Family base district is appropriate in the context of the surrounding area because it provides a horizontal mixing of uses with the two properties to the north and gives easy access to residents. The proposed Concept Plan change to the unit mix and building layout does not negatively affect the surrounding area. The proximity to Texas A&M University provides a shorter commuting distance for residents or they can choose to use alternative modes of transportation and utilize the proposed multi-purpose trail. The lack of access to the site off Harvey Mitchell Parkway makes it more of a challenge to market the property as commercial.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
By creating a horizontal mix of uses, the proposed zoning helps spread out traffic throughout the day. If all three properties along the Harvey Mitchell Parkway frontage were commercial, traffic would be isolated to similar peak hours. The applicant also stated that the physical layout of the property and limited access to public rights-of-way made it difficult to market the property as commercial.

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:
Water service to the subject tract may be provided by an existing 10” water main along the front of the property. Domestic and fire flow demand may necessitate future water main extensions with site development. These utilities will be required to be designed and constructed in accordance with the BCS Unified Design Guidelines.

The site also has existing 6” sanitary sewer mains along the northern and western property lines and a lift station located near the northwestern corner. Wastewater for select properties, including this tract, are subject to an Interlocal Agreement (ILA) with Texas A&M University in which they have agreed to accept an enumerated sewer demand into their system. Based on preliminary demands provided, the ILA and lift station capacity appear to be adequate.

The site will have access to Harvey Mitchell Parkway through an existing driveway and cross access easement on the adjacent site. No additional access points can be permitted due to the property’s proximity to the existing ramp on Harvey Mitchell Parkway. A TIA was not required, as the proposed land use classification change is expected to generate less than 150 vehicle trips during any peak hour period.

5. The marketability of the property:
The property is actively being marketed for multi-family due to the proximity to Texas A&M University and the BioCorridor. Also being near to the Veterinary School and Health Science Center helps create a sub-market for one- and two-bedroom apartments.

Review of Concept Plan:
The Concept Plan provides an illustration of the general layout of the proposed building 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 Benefit:
The purpose and intent of this Planned Development District is to provide a multi-family housing product close to campus and the BioCorridor. Community Benefits are shown on the Concept Plan with increased landscape buffering along the shared property line with the Aggie Field of Honor Cemetery and a multi-use path.

The Concept Plan retains the same buffer area between the property and the Aggie Field of Honor that was approved in the existing PDD. There is no change being made to the buffer area. Section 7.7 of the Unified Development Ordinance requires a minimum 10-foot-wide landscape buffer between the differing uses. Both the existing and proposed Concept Plan propose increasing this buffer to 25 feet. The required plantings in the buffer area will meet the standard requirements of Section 7.7. The existing chain-link fence along the property line will be replaced with a privacy fence. The intent of the increased buffer width is to address any concerns on the potential visual and audible degradation of the cemetery due to this development.

The subject property will be accessed through the neighboring commercial properties to the north via a proposed access easement. The proposed multi-use pathway will connect Raymond Stotzer Parkway with existing commercial developments and the proposed multi-family development, allowing commercial properties and the proposed multi-family developments to access Texas A&M University by walking or biking. The pathway will supplement the single access available for vehicular transportation.

Base Zoning District and Meritorious Modifications:
The PDD Planned Development District zoning includes a MF Multi-Family base zoning district and all requirements associated with the base zoning district shall apply except where specifically modified herein.

The current rezoning request is for three modifications to the previously approved PDD Concept Plan—a modification to the number of units, a modification to the building layout on site, and a meritorious modification to the parking requirement.

1. Modification to the number of units
The PDD currently states that the maximum building height will be four stories tall, with a maximum of 199 multi-family units and 339 bedrooms. One of the three proposed amendments to the Concept Plan is to change the number of units and the unit mix, but the total number of bedrooms will not change, just the ratio of bedrooms to units. Originally the ratio was 2.4 bedrooms per unit, but the

proposed PDD will be 1.7 bedrooms per unit.

2. Building layout
The second proposed amendment to the Concept Plan is related to the layout of development on the site. Concerns on the original PDD rezoning included noise from the pool amenity area next to the cemetery and apartment buildings blocking the view of Kyle Field from the cemetery. The applicant has addressed both concerns. Regarding noise coming from the pool amenity area, this will be located interior to the site and surrounded by the apartment building itself. The building will open towards Harvey Mitchell, not the cemetery. The second concern about sight angles to Kyle Field has been addressed by a clear zone easement established with the original plat in the southern portion of the property. This easement does not allow any structures to be built there.

3. Meritorious Modification – parking
The third and last proposed amendment to the Concept Plan is a meritorious modification to the parking requirements for multifamily. UDO requirements for Multi-Family dwelling units are typically 1.5 spaces per bedroom for one-bedroom apartments and 1 space per bedroom for 2+ bedroom units. The proposal is for one parking space per bedroom regardless of the unit size with additional parking provided for staff.

Floodplain & Detention:
Stormwater from the site generally discharges to the northeast within the White Creek drainage basin. There is no FEMA regulated floodplain on site. The property has an existing detention pond at the southern corner, which will need to be evaluated with site development to confirm that the pond has adequate capacity to serve the entire site. Any necessary drainage improvements will need to be designed and constructed in accordance with the BCS Unified Stormwater Design Guidelines.

Parkland:
Fee-in-lieu of parkland dedication will be paid prior to building permits being issued based on the number of bedrooms.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Applicants Supporting Information
5. Rezoning Exhibit
6. Rezoning Map
7. Existing Future Land Use Exhibit
8. Original PDD Ordinance
9. Concept Plan - Proposed

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 4.74 ACRES LOCATED AT 404 HARVEY MITCHELL PARKWAY SOUTH; 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" and Exhibit "C"** 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 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 to PDD Planned Development District:

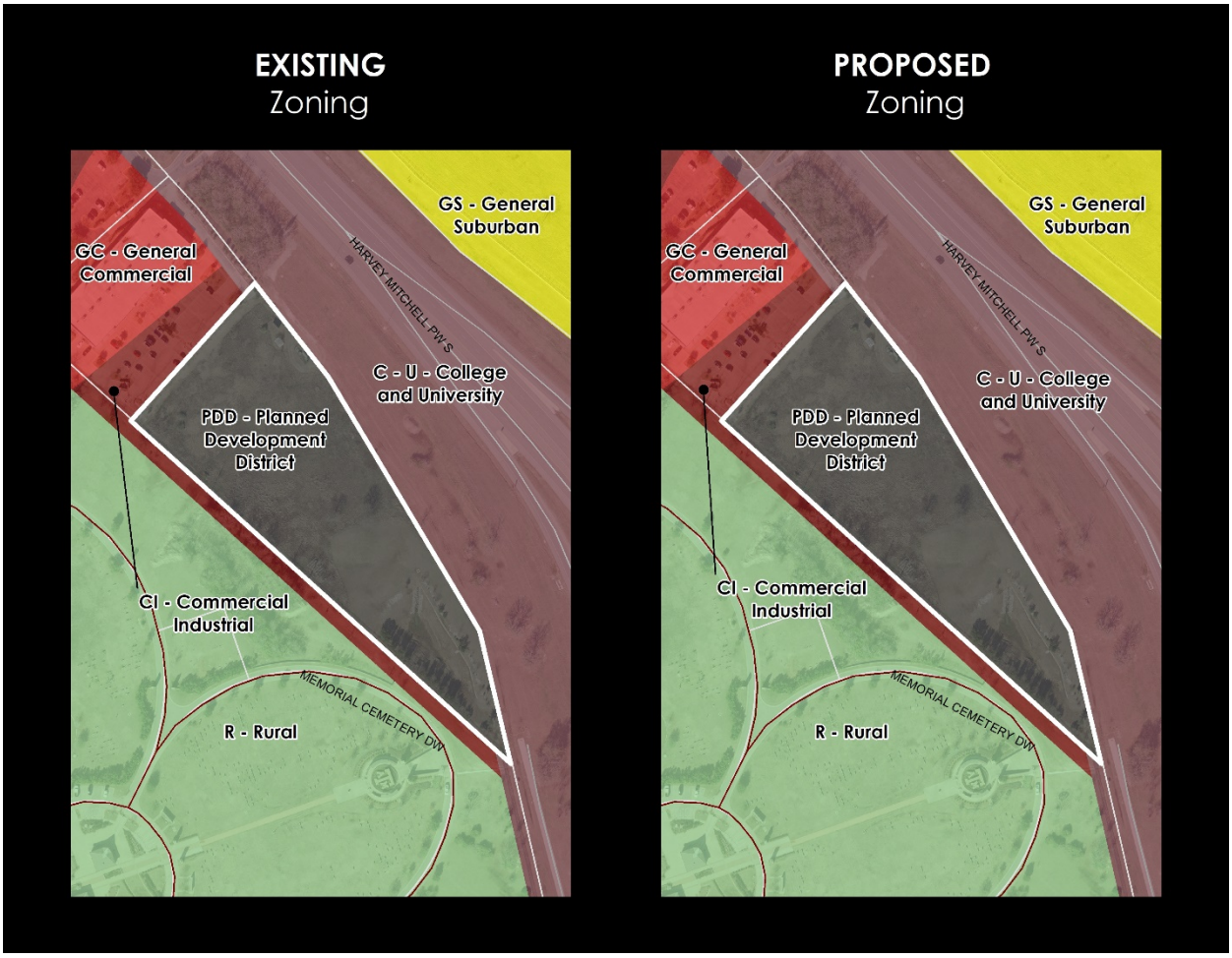


Exhibit B

Purpose, Intent and Community Benefit:

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The Concept Plan retains the same buffer area between the property and the Aggie Field of Honor that was approved in the existing PDD. There is no change being made to the buffer area. Section 7.7 of the Unified Development Ordinance requires a minimum 10-foot-wide landscape buffer between the differing uses. Both the existing and proposed Concept Plan propose increasing this buffer to 25 feet. The required plantings in the buffer area will meet the standard requirements of Section 7.7. The existing chain-link fence along the property line will be replaced with a privacy fence. The intent of the increased buffer width is to address any concerns on the potential visual and audible degradation of the cemetery due to this development.

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The current rezoning request is for **three modifications to the previously approved PDD Concept Plan**—a modification to the number of units, a modification to the building layout on site, and a meritorious modification to the parking requirement.

1. Modification to the number of units

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2. Building layout

    The second proposed amendment to the Concept Plan is related to the layout of development on the site. Concerns on the original PDD rezoning included noise from

the pool amenity area next to the cemetery and apartment buildings blocking the view of Kyle Field from the cemetery. The applicant has addressed both concerns. Regarding noise coming from the pool amenity area, this will be located interior to the site and surrounded by the apartment building itself. The building will open towards Harvey Mitchell, not the cemetery. The second concern about sight angles to Kyle Field has been addressed by a clear zone easement established with the original plat in the southern portion of the property. This easement does not allow any structures to be built there.

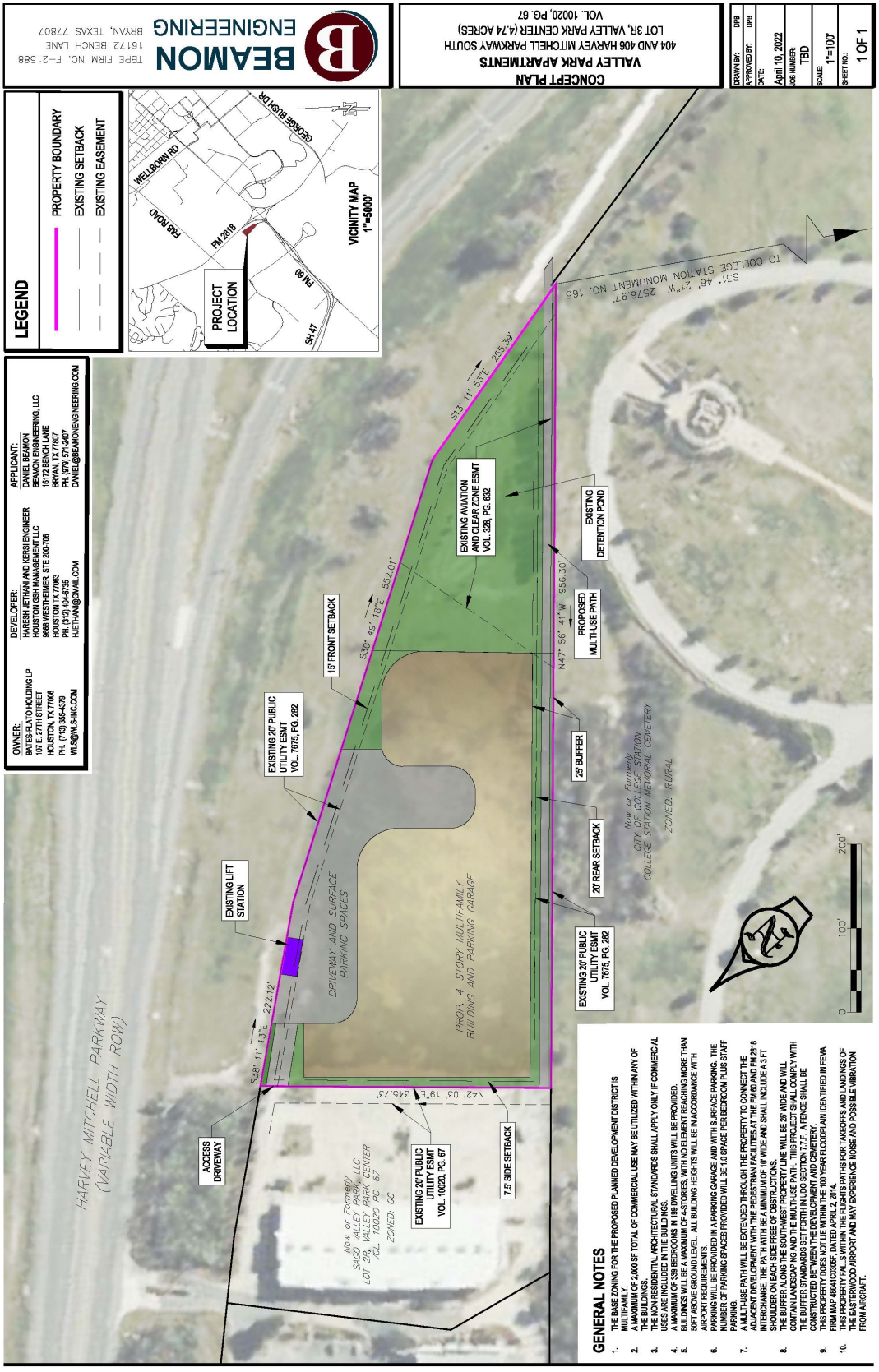
3. Meritorious Modification – parking

The third and last proposed amendment to the Concept Plan is a meritorious modification to the parking requirements for multifamily. UDO requirements for Multi-Family dwelling units are typically 1.5 spaces per bedroom for one-bedroom apartments and 1 space per bedroom for 2+ bedroom units. The proposal is for one parking space per bedroom regardless of the unit size with additional parking provided for staff.

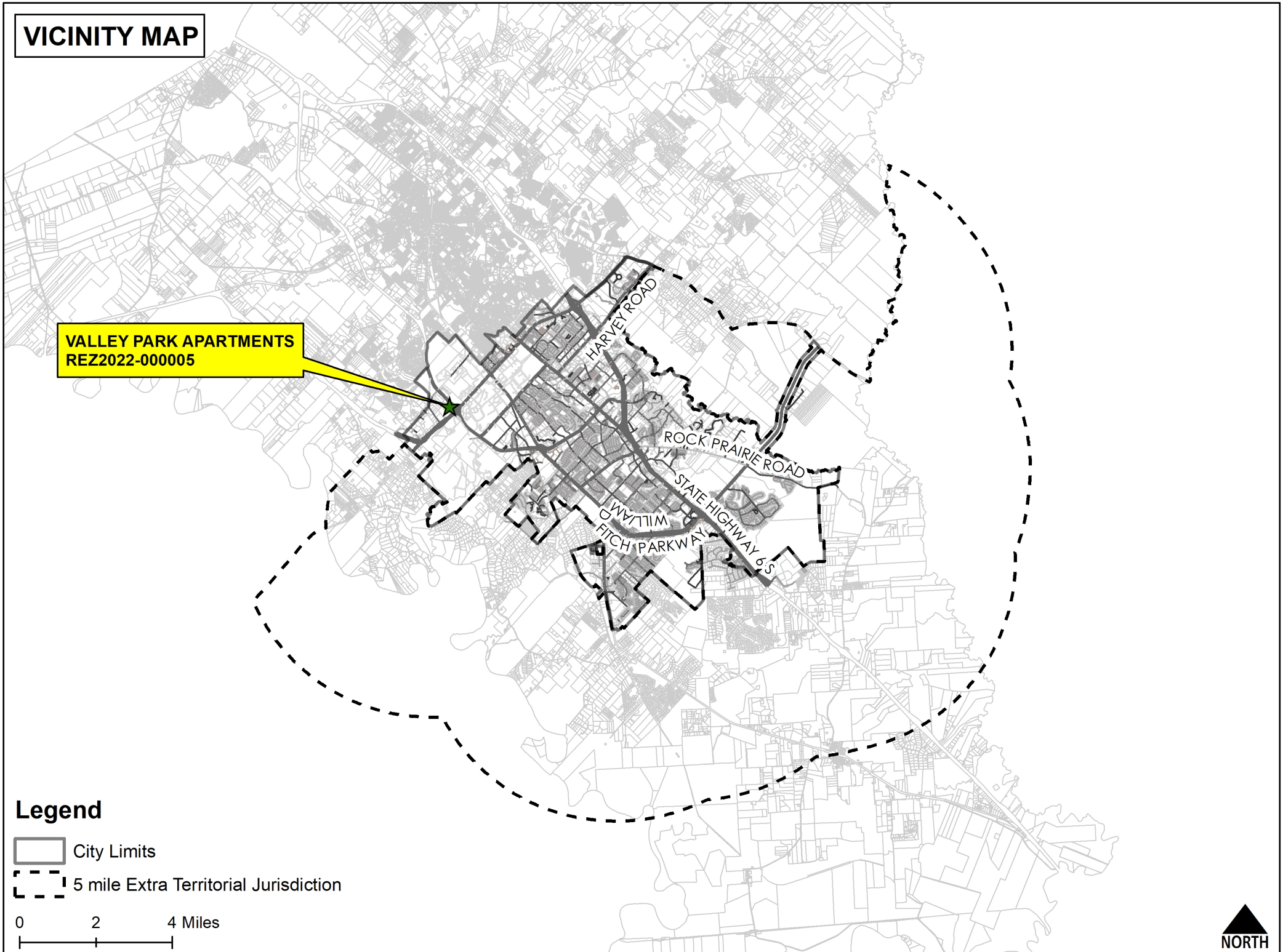
Floodplain & Detention:
Stormwater from the site generally discharges to the northeast within the White Creek drainage basin. There is no FEMA regulated floodplain on site. The property has an existing detention pond at the southern corner, which will need to be evaluated with site development to confirm that the pond has adequate capacity to serve the entire site. Any necessary drainage improvements will need to be designed and constructed in accordance with the BCS Unified Stormwater Design Guidelines.

Parkland:
Fee-in-lieu of parkland dedication will be paid prior to building permits being issued based on the number of bedrooms.

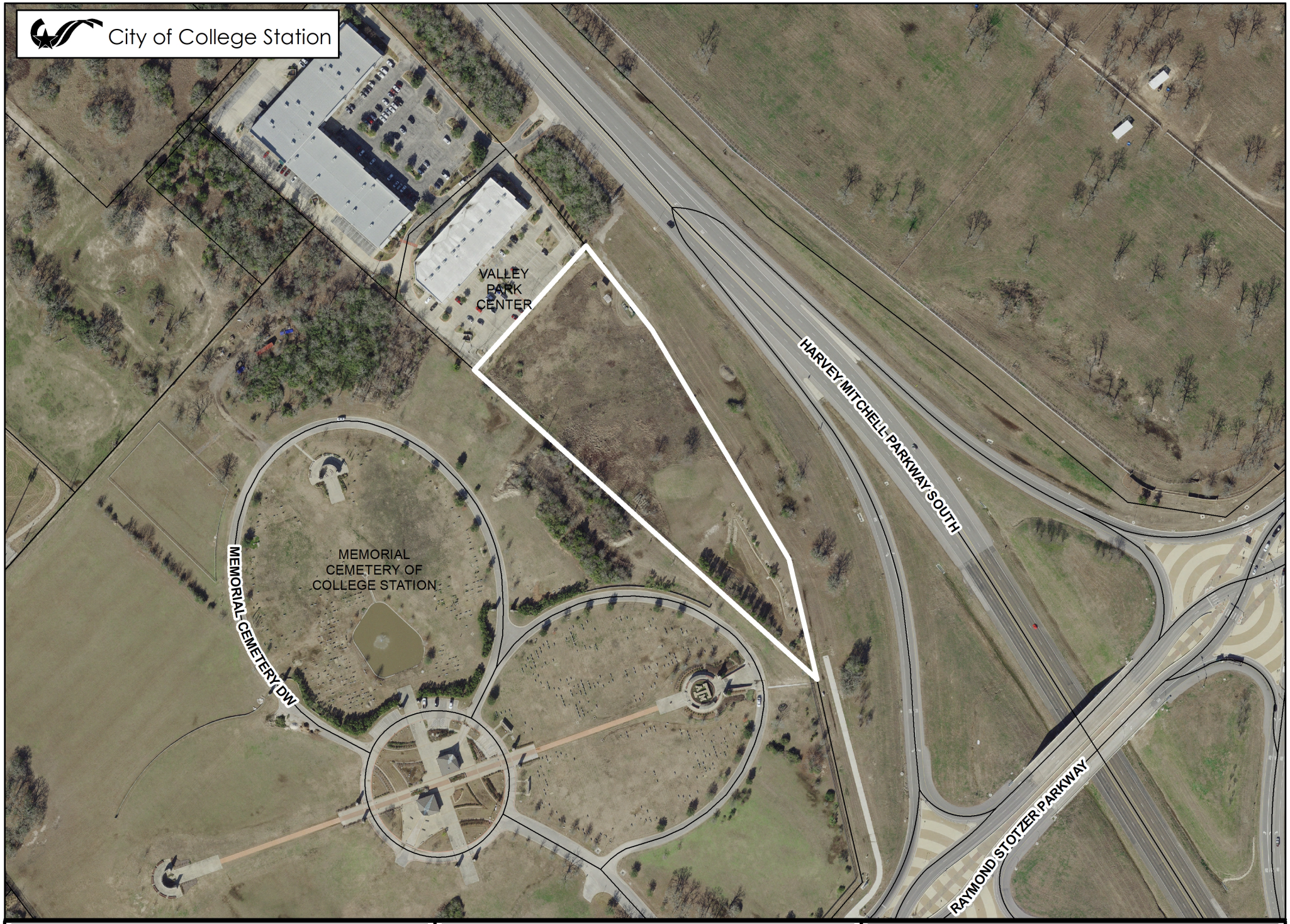
Exhibit C


BEAMON ENGINEERING
TBPE FIRM NO. F-21588
16172 BENCH LANE
BRYAN, TEXAS 77807
CONCEPT PLAN
VALLEY PARK APARTMENTS
404 AND 406 HARVEY MITCHELL PARKWAY SOUTH
LOT 3R, VALLEY PARK CENTER (4.74 ACRES)
VOL. 10020, PG. 67
DRAWN BY: DPB
APPROVED BY: DPB
DATE: April 10, 2022
JOB NUMBER: TBD
SCALE: 1"=100'
SHEET NO.: 1 OF 1
LEGEND
PROPERTY BOUNDARY
EXISTING SETBACK
EXISTING EASEMENT
OWNER:
BATES-FLATO HOLDING LP
107 E. 27TH STREET
HOUSTON, TX 77008
PH. (713) 355-4379
WLS@WLS-INC.COM
DEVELOPER:
HARESH JETHANI AND KERSI ENGINEER
HOUSTON GSH MANAGEMENT LLC
9668 WESTHEIMER, STE 200-706
HOUSTON TX 77063
PH. (312) 404-6735
HJETHANI@GMAIL.COM
APPLICANT:
DANIEL BEAMON
BEAMON ENGINEERING, LLC
16172 BENCH LANE
BRYAN, TX 77807
PH. (979) 571-2407
DANIEL@BEAMONENGINEERING.COM
PROJECT LOCATION
WELLBORN RD
FM 2818
FM 60
SH 47
GEORGE BUSH DR
VICINITY MAP
1"=5000'
HARVEY MITCHELL PARKWAY
(VARIABLE WIDTH ROW)
ACCESS DRIVEWAY
EXISTING LIFT STATION
EXISTING 20' PUBLIC UTILITY ESMT VOL. 7675, PG. 282
15' FRONT SETBACK
EXISTING AVIATION AND CLEAR ZONE ESMT VOL. 328, PG. 632
EXISTING DETENTION POND
PROPOSED MULTI-USE PATH
25' BUFFER
20' REAR SETBACK
7.5' SIDE SETBACK
EXISTING 20' PUBLIC UTILITY ESMT VOL. 10020, PG. 67
DRIVEWAY AND SURFACE PARKING SPACES
PROP. 4-STORY MULTIFAMILY BUILDING AND PARKING GARAGE
Now or Formerly SAGO VALLEY PARK, LLC LOT 2R, VALLEY PARK CENTER VOL. 10020 PG. 67 ZONED: GC
Now or Formerly CITY OF COLLEGE STATION COLLEGE STATION MEMORIAL CEMETERY ZONED: RURAL
TO COLLEGE STATION MONUMENT NO. 165
S31° 46' 21"W 2576.97'
S13° 11' 53"E 255.39'
S30° 49' 18"E 552.01'
N47° 56' 41"W 956.30'
S38° 11' 13"E 222.12'
N42° 03' 19"E 345.73'
0 100' 200'
GENERAL NOTES
1. THE BASE ZONING FOR THE PROPOSED PLANNED DEVELOPMENT DISTRICT IS MULTIFAMILY.
2. A MAXIMUM OF 2,000 SF TOTAL OF COMMERCIAL USE MAY BE UTILIZED WITHIN ANY OF THE BUILDINGS.
3. THE NON-RESIDENTIAL ARCHITECTURAL STANDARDS SHALL APPLY ONLY IF COMMERCIAL USES ARE INCLUDED IN THE BUILDINGS.
4. A MAXIMUM OF 339 BEDROOMS IN 199 DWELLING UNITS WILL BE PROVIDED.
5. BUILDINGS WILL BE A MAXIMUM OF 4-STORIES, WITH NO ELEMENT REACHING MORE THAN 50FT ABOVE GROUND LEVEL. ALL BUILDING HEIGHTS WILL BE IN ACCORDANCE WITH AIRPORT REQUIREMENTS.
6. PARKING WILL BE PROVIDED IN A PARKING GARAGE AND WITH SURFACE PARKING. THE NUMBER OF PARKING SPACES PROVIDED WILL BE 1.0 SPACE PER BEDROOM PLUS STAFF PARKING.
7. A MULTI-USE PATH WILL BE EXTENDED THROUGH THE PROPERTY TO CONNECT THE ADJACENT DEVELOPMENT WITH THE PEDESTRIAN FACILITIES AT THE FM 60 AND FM 2818 INTERCHANGE. THE PATH WITH BE A MINIMUM OF 10' WIDE AND SHALL INCLUDE A 3 FT SHOULDER ON EACH SIDE FREE OF OBSTRUCTIONS.
8. THE BUFFER ALONG THE SOUTHWEST PROPERTY LINE WILL BE 25' WIDE AND WILL CONTAIN LANDSCAPING AND THE MULTI-USE PATH. THIS PROJECT SHALL COMPLY WITH THE BUFFER STANDARDS SET FORTH IN UDO SECTION 7.7.F. A FENCE SHALL BE CONSTRUCTED BETWEEN THE DEVELOPMENT AND CEMETERY.
9. THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN IDENTIFIED IN FEMA FIRM MAP 48041C0305F, DATED APRIL 2, 2014.
10. THIS PROPERTY FALLS WITHIN THE FLIGHTS PATHS FOR TAKEOFFS AND LANDINGS OF THE EASTERWOOD AIRPORT AND MAY EXPERIENCE NOISE AND POSSIBLE VIBRATION FROM AIRCRAFT.

VICINITY MAP



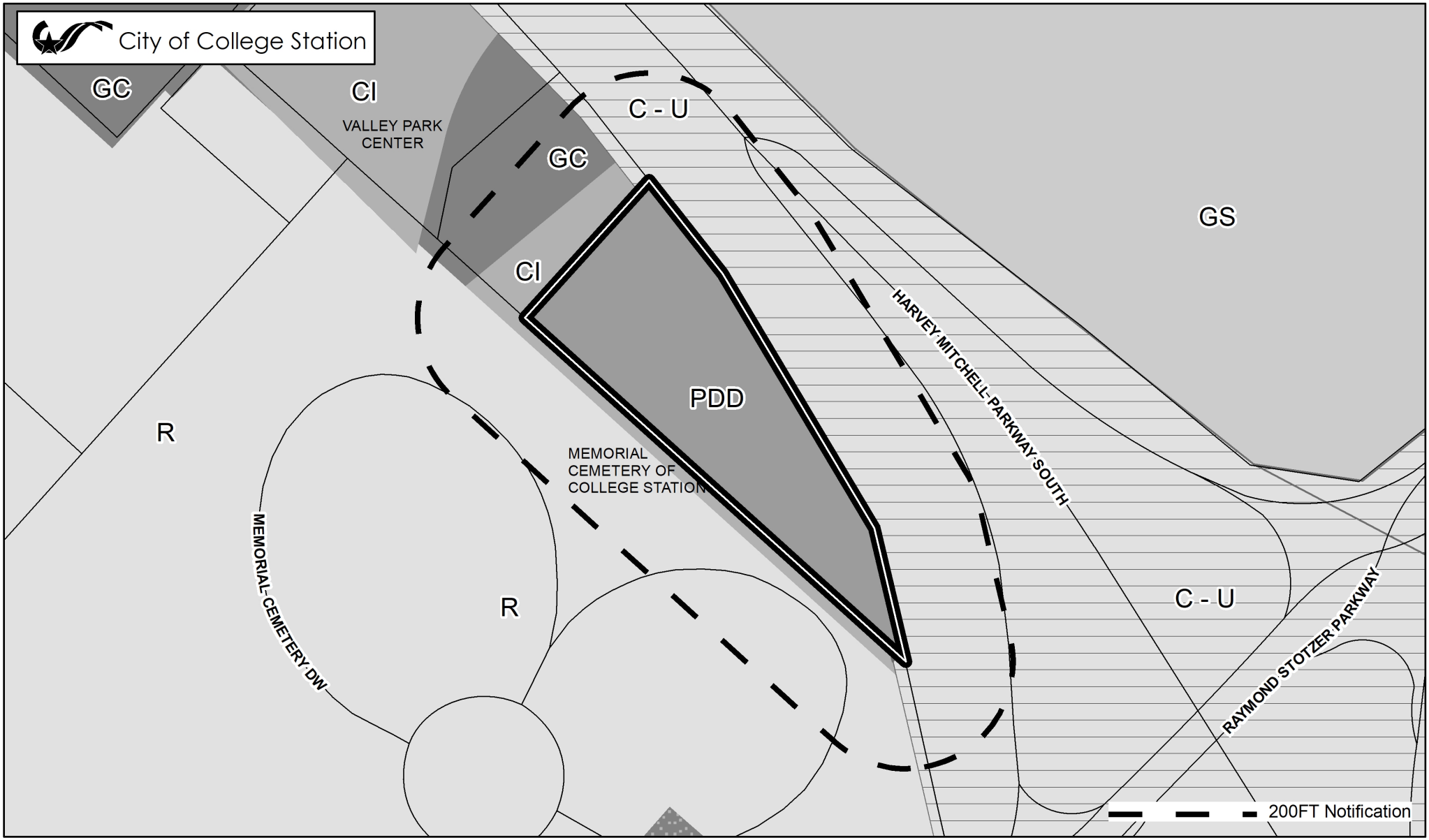
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



VALLEY PARK APARTMENTS

Case: REZ2022-000005

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

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

NORTH

0 255 510 Feet

VALLEY PARK APARTMENTS

Case: REZ2022-000005

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 5, 2022
Advertised Council Hearing Date: May 26, 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:

N/A

Property owner notices mailed: Three
Contacts in support: None at the time of the staff report
Contacts in opposition: None at the time of the staff report
Inquiry contacts: None at the time of the staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	CI Commercial Industrial and GC General Commercial	Commercial Business and Office
South (Across Raymond Stotzer)	Texas A&M University	C-U College University	Easterwood Airport
East (across Harvey Mitchell Pkwy)	Texas A&M University	C-U College University	Texas A&M Property
West	Institutional/Public	R Rural	Cemetery

DEVELOPMENT HISTORY

Annexation: 1970
Zoning: R-1 upon annexation (1970)
C-1 General Commercial to C-2 Commercial Industrial (2005)
C-2 Commercial Industrial renamed CI Commercial Industrial (2012)
PDD Planned Development District (2017)
Final Plat: 2011, Valley Park Center
Site development: Vacant

REZONING PDD APPLICATION
SUPPORTING INFORMATION

Name of Project: REVISE THE CURRENT PD FROM 142 MULTIFAMILY UNITS TO 199 UNIT

Address: 404 HARVEY MITCHELL PKWY S

Legal Description: VALLEY PARK CENTER, LOT 3R, ACRES 4.74

Total Acreage: 4.74

Applicant: BEAMON ENGINEERING, LLC

Property Owner: BATES-FLATO HOLDINGS LP

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The developer has seen an increased market for one-bedroom and two-bedroom apartments. Therefore the developer would like to change the current PD, which has a cap of 142 units with an average of 2.4 bedrooms per unit, to 199 units with an average of 1.7 bedrooms per unit.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The zoning request is not in compliance with the Comprehensive Plan without meritorious modifications but follows the character of the existing PD zoning by proposing the same number of bedrooms with a different unit mix.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The property is suitable for multifamily uses due to the proximity to Texas A&M University. The lack of access creates a challenge to market the property as commercial.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The property is suitable for multifamily uses due to the proximity to Texas A&M university and Easterwood Airport. The lack of access creates a challenge to market the property as commercial. The proximity to the departments of A&M that enroll graduate students (Vet school and Health Science Center) create a sub-market for one and 2-bedroom apartments.

Explain the suitability of the property for uses permitted by the current zoning district.

The property is suitable for multifamily uses due to the proximity to Texas A&M university and Easterwood Airport. The lack of access creates a challenge to market the property as commercial. The proximity to the

departments of A&M that enroll graduate students (Vet school and Health Science Center) create a sub-market for one and 2-bedroom apartments.

Explain the marketability of the property for uses permitted by the current zoning district.

The property is actively being marketed for multifamily due to the proximity to Texas A&M and the Biomedical Corridor.

List any other reasons to support this zone change.

NA

Maximum Building Height.

50 ft

Proposed Drainage.

The site has an existing detention pond which has been designed for an additional 45,000 sf of structure per the PAC notes. Additional detention will be provided if the development exceeds the allowable impervious cover.

Variations Sought.

The current PD is being revised to allow 199 units instead of 142 units. The number of bedrooms will be capped at 339. Also a parking reduction to 1 space per bedroom plus parking for staff.

Community Benefits.

All of the community benefits approved for the existing PD are being offered with this PD revision.

Sustained Stability.

The concept plan follows the character and precedent set by existing approved PD. This project will provide a

need for one bedroom and 2 bedroom housing in the area. while encouraging multimodal transportation.

Conformity.

The concept plan follows the character and precedent set by existing approved PD. This project will provide a need for one bedroom and 2 bedroom housing in the area. while encouraging multimodal transportation.

Compatibility with use.

The property is the last remaining vacant lot in the subdivision, and the last lot to be developed in this intersection quadrant. The existing PD was approved after the lots to the north were already developed, which demonstrates the compatibility with the surrounding uses.

Access to Streets.

The concept plan shows a shared driveway through the existing adjacent development. The shared access is required by TXDOT and will reduce the conflict turning movements onto the highway.

Public Improvements.

The project will complete the multimodal trail and provide a connection between the development and Texas A&M. No other public improvements extension are required to support the Multifamily project.

Public Health.

The concept plan considers local and state guidelines for the public health safety and welfare and will not be detrimental to the public health.

Safety.

The completion of the Multimodal trail will provide a connection between this development and Research Park and Texas A&M, which will encourage pedestrian and bicycle traffic. Also using the shared driveway with the adjacent property will offer a safer access to the street and reduce conflict turning movements.

NOTES:

1. Bearings are Texas State Plane, Central Zone NAD83 datum, based on GPS observations checked to City of College Station GPS monuments no. 165.
2. No part of this property lies within a special flood hazard area, according to Flood Insurance Rate Map no. 48041C0305F, revised April 2, 2014.
3. This property falls within the flights paths for takeoffs and landings of the Easterwood Airport and may experience noise and possible vibration from aircraft.

LEGEND

- PROPERTY BOUNDARY
- EXISTING SETBACK
- EXISTING EASEMENT

HARVEY MITCHELL PARKWAY
(VARIABLE WIDTH ROW)

EXISTING LIFT STATION

S38° 11' 13"E 222.12'

ACCESS DRIVEWAY

EXISTING 20' PUBLIC UTILITY ESMT VOL. 7675, PG. 282

15' FRONT SETBACK

S30° 49' 18"E 552.01'

S13° 11' 53"E 255.39'

Now or Formerly
SAGO VALLEY PARK, LLC
LOT 2R, VALLEY PARK CENTER
VOL. 10020 PG. 67
ZONED: GC

EXISTING 20' PUBLIC UTILITY ESMT VOL. 10020, PG. 67

N42° 03' 19"E 345.73'

Now or Formerly
BATES-FLATO HOLDINGS LP
CURRENTLY ZONED: PDD

PROPOSED ZONING: PDD

EXISTING AVIATION AND CLEAR ZONE ESMT VOL. 328, PG. 632

7.5' SIDE SETBACK

EXISTING 20' PUBLIC UTILITY ESMT VOL. 7675, PG. 282

20' REAR SETBACK

25' BUFFER

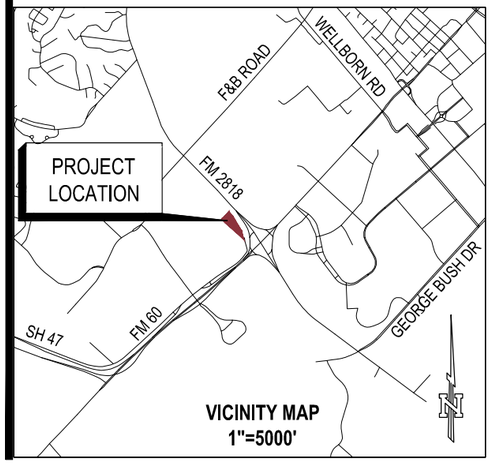
N47° 56' 41"W 956.30'

EXISTING DETENTION POND

Now or Formerly
CITY OF COLLEGE STATION
COLLEGE STATION MEMORIAL CEMETERY
ZONED: RURAL

S31° 46' 21"W 2576.97' TO COLLEGE STATION MONUMENT NO. 165

0 100' 200'



VICINITY MAP
1"=5000'

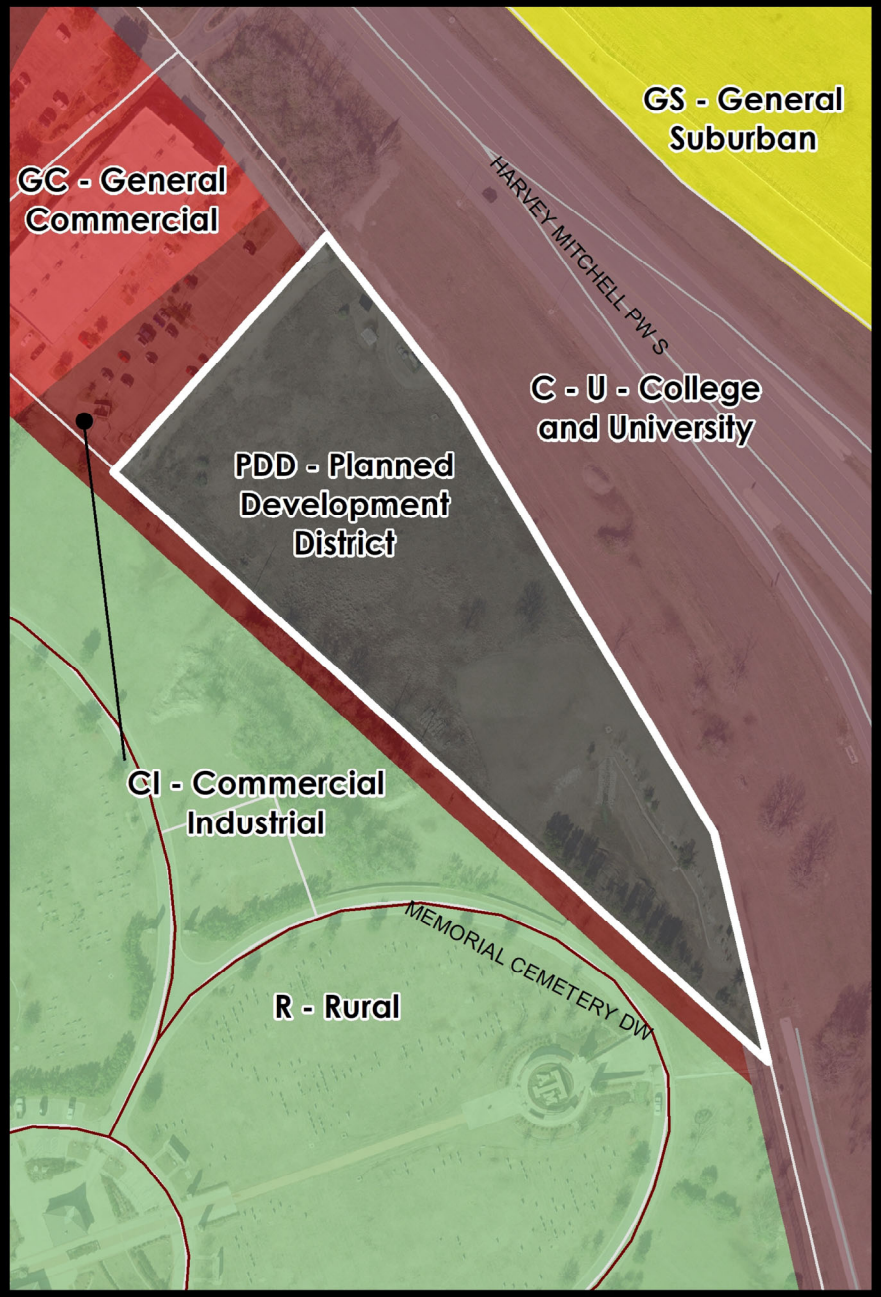
OWNER:	BATES-FLATO HOLDING LP 107 E. 27TH STREET HOUSTON, TX 77008 PH. (713) 355-4379 WLS@WLS-INC.COM
DEVELOPER:	HARESH JETHANI AND KERSI ENGINEER HOUSTON GSH MANAGEMENT LLC 9668 WESTHEIMER. STE 200-706 HOUSTON TX 77063 PH. (312) 404-6735 HJETHANI@GMAIL.COM
APPLICANT:	DANIEL BEAMON BEAMON ENGINEERING, LLC 16172 BENCH LANE BRYAN, TX 77807 PH. (979) 571-2407 DANIEL@BEAMONENGINEERING.COM

BEAMON ENGINEERING
TBPE FIRM NO. F-21588
16172 BENCH LANE
BRYAN, TEXAS 77807

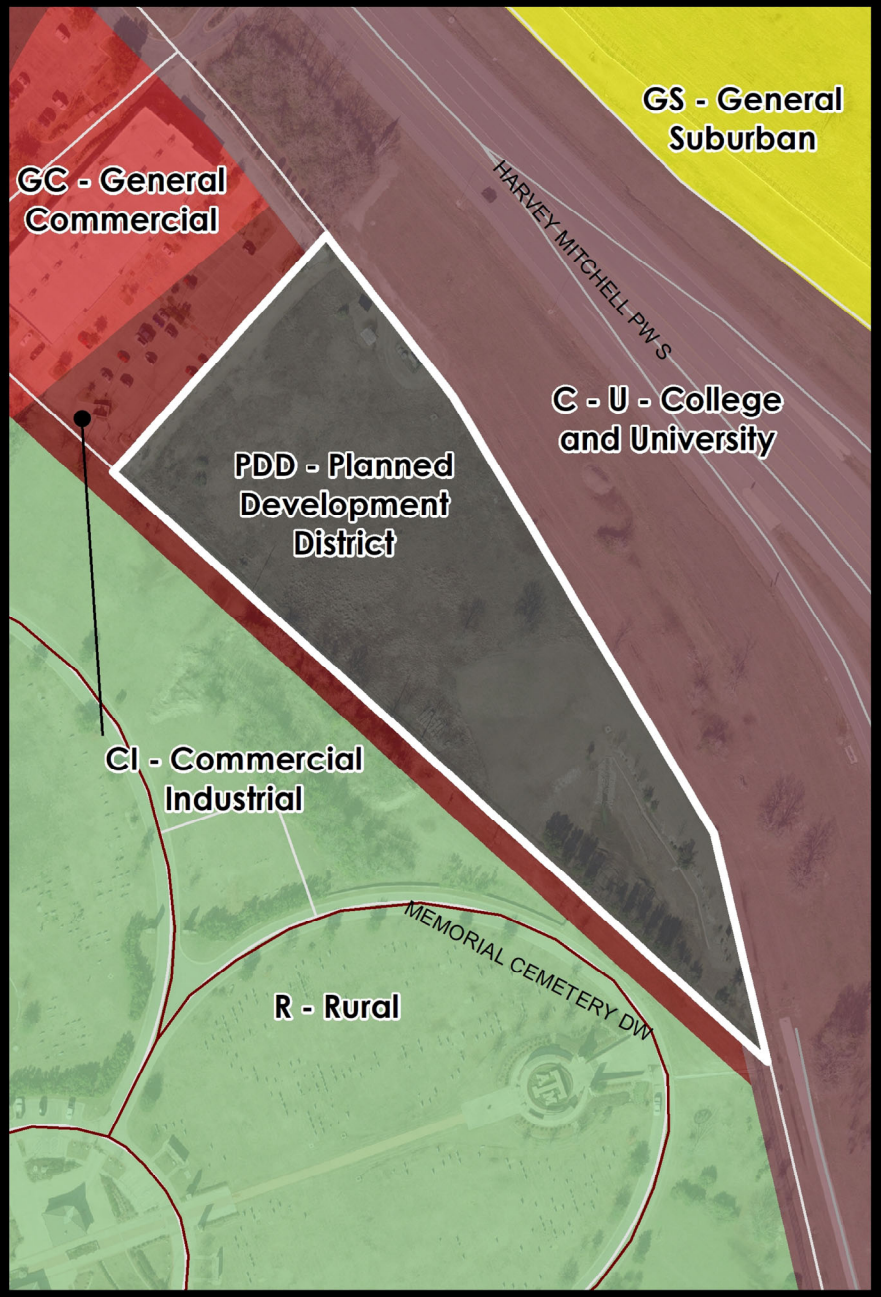
ZONING EXHIBIT
VALLEY PARK APARTMENTS
404 AND 406 HARVEY MITCHELL PARKWAY SOUTH
LOT 3R, VALLEY PARK CENTER (4.74 ACRES)
VOL. 10020, PG. 67

DRAWN BY:	DPB
APPROVED BY:	DPB
DATE:	April 10, 2022
JOB NUMBER:	TBD
SCALE:	1"=100'
SHEET NO.:	1 OF 1

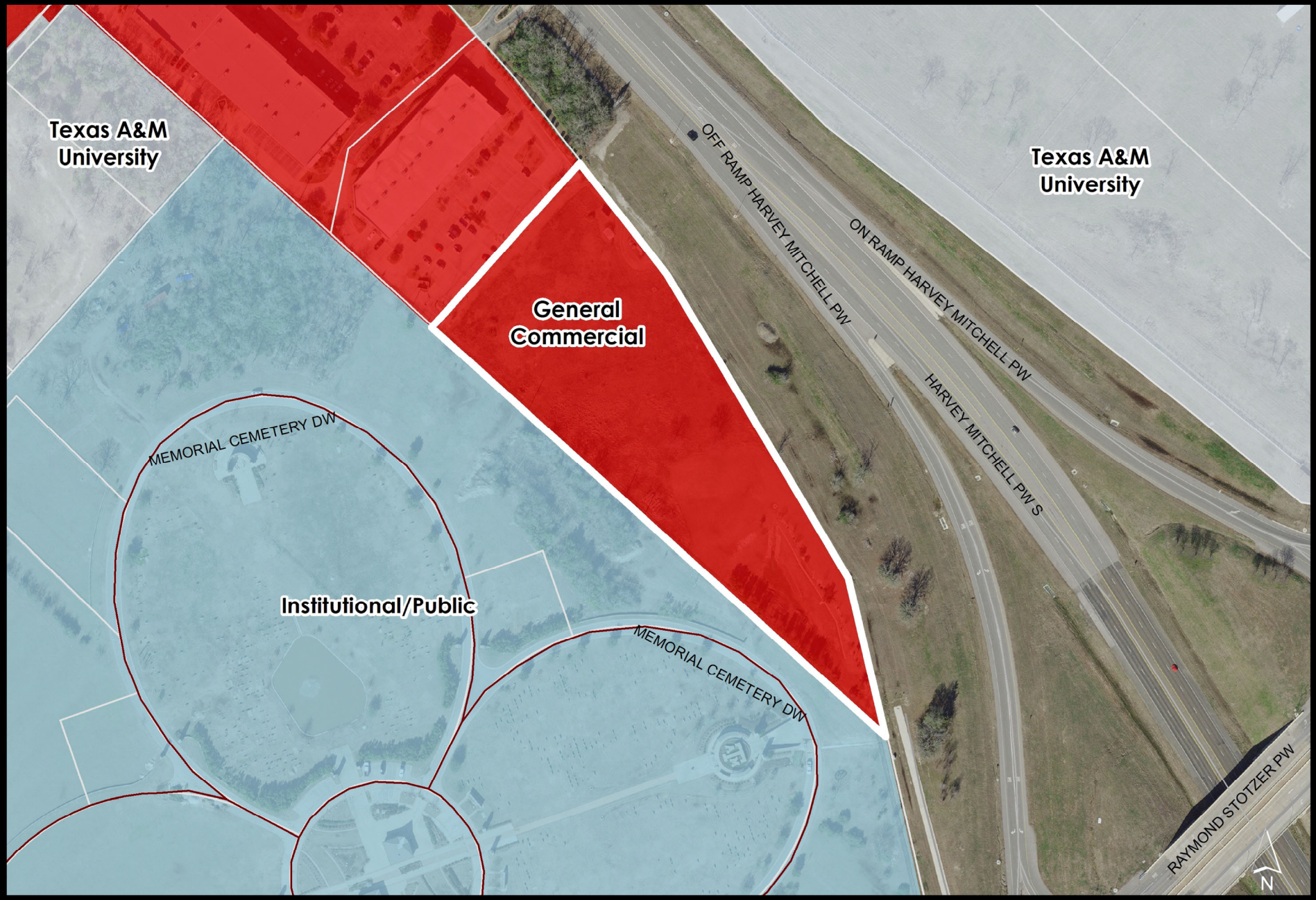
EXISTING
Zoning



PROPOSED
Zoning



EXISTING
Future Land Use



ORDINANCE NO. 2017-3883

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM CI COMMERCIAL INDUSTRIAL TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 4.74 ACRES IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, AT 404 HARVEY MITCHELL PARKWAY SOUTH, GENERALLY LOCATED AT THE CORNER OF HARVEY MITCHELL PARKWAY SOUTH AND RAYMOND STOTZER PARKWAY; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B" and as depicted in the concept plan in Exhibit "C" and as further shown in Exhibit "D", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 11th day of May, 2017

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 CI Commercial Industrial to PDD Planned Development District:

The Valley Park Center Subdivision, Lot 3R as depicted as follows:

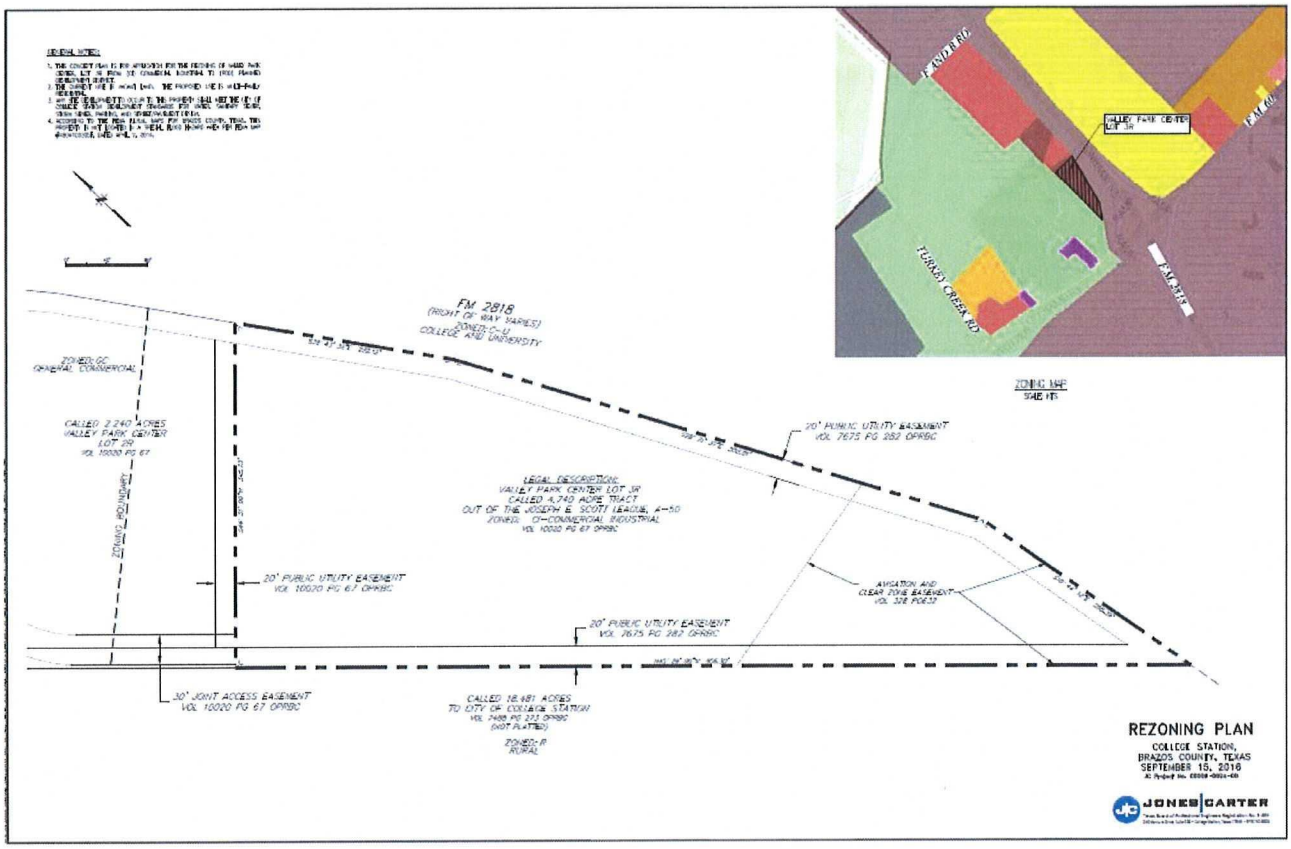


EXHIBIT "B"

General: The Concept plan depicts Urban land use to allow for high-density multi-family. Due to the location, the limited access available and surrounding commercial uses, the proposed use of multi-family is not harmonious with the character of the surrounding area unless meritorious modifications are made. The surrounding area is mostly commercial development that consist of office use. The proposed development is intended to provide student housing in close proximity to the Texas A&M University campus. The PDD includes a variety of unit types and bedroom counts. Meritorious modifications and other requirements are included below. All other standards of the MF Multi-family district shall apply to the subject tract.

Density: The project is capped at 142 dwelling units.

Range of future building heights: The buildings will have a maximum building height of four stories.

Drainage: The drainage from the project will enter the two existing ponds on the property and be detained before leaving the property boundary. Modifications to the ponds are proposed to allow them to act as detention. The applicant is requesting to reclaim a portion of the "flood prone" area. This portion of the property shown as "flood prone" is located in a Zone X area on the FEMA FIRM map panel 48041C0305F.

Meritorious Modifications
The following modification is proposed through this rezoning request:

> **Residential Zoning District:** The proposed base zoning will be multi-family with a modification to limit the total commercial portion to a maximum of 2,000 square feet and with a limitation to restaurant uses only. MF Multi-Family zoning traditionally permits non-residential uses up to a maximum of 50 percent of the total floor area if incorporated into the residential structure, and this shall be allowed up to a maximum of 2,000 square feet.

EXHIBIT "C"
CONCEPT PLAN

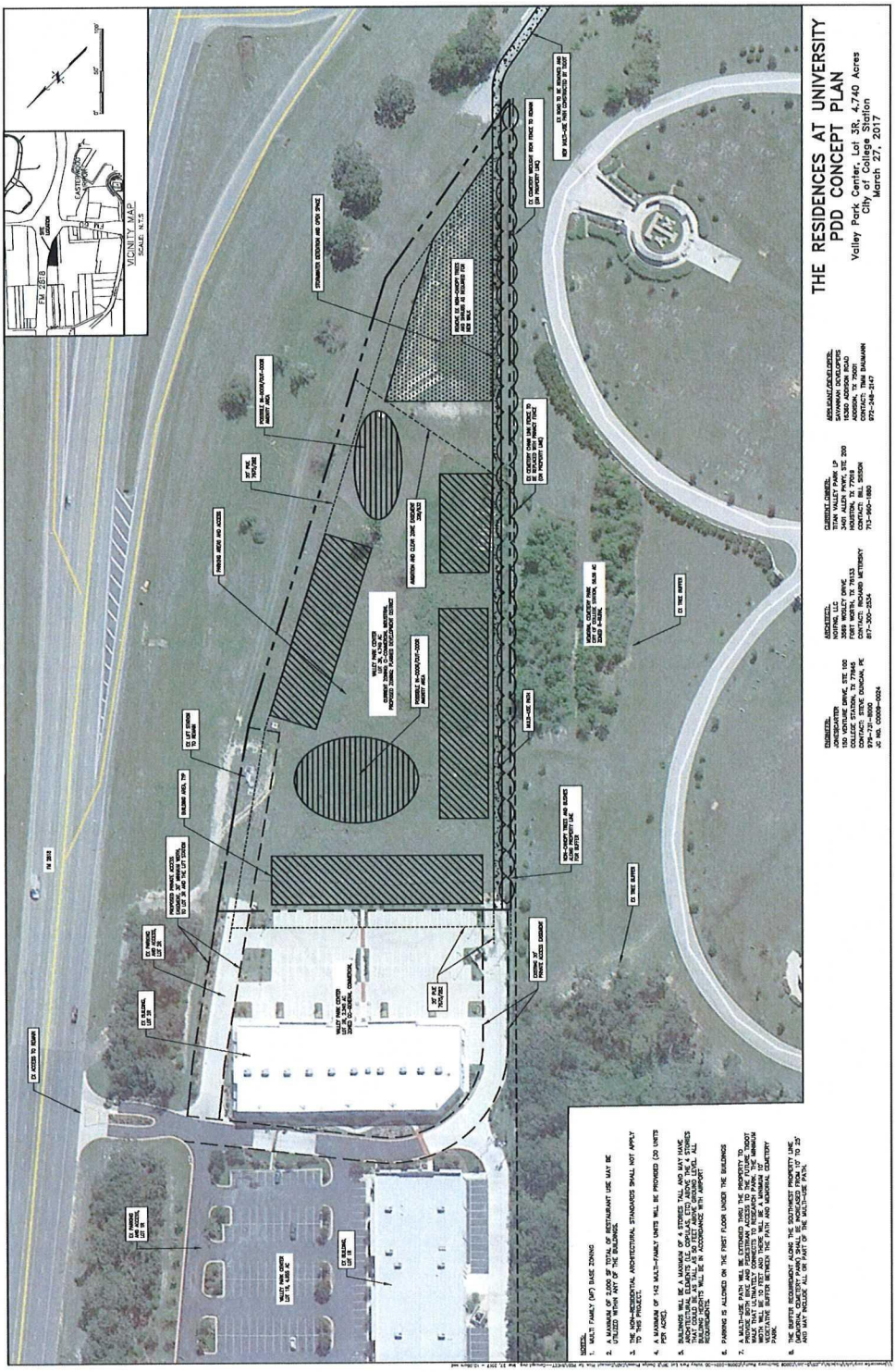
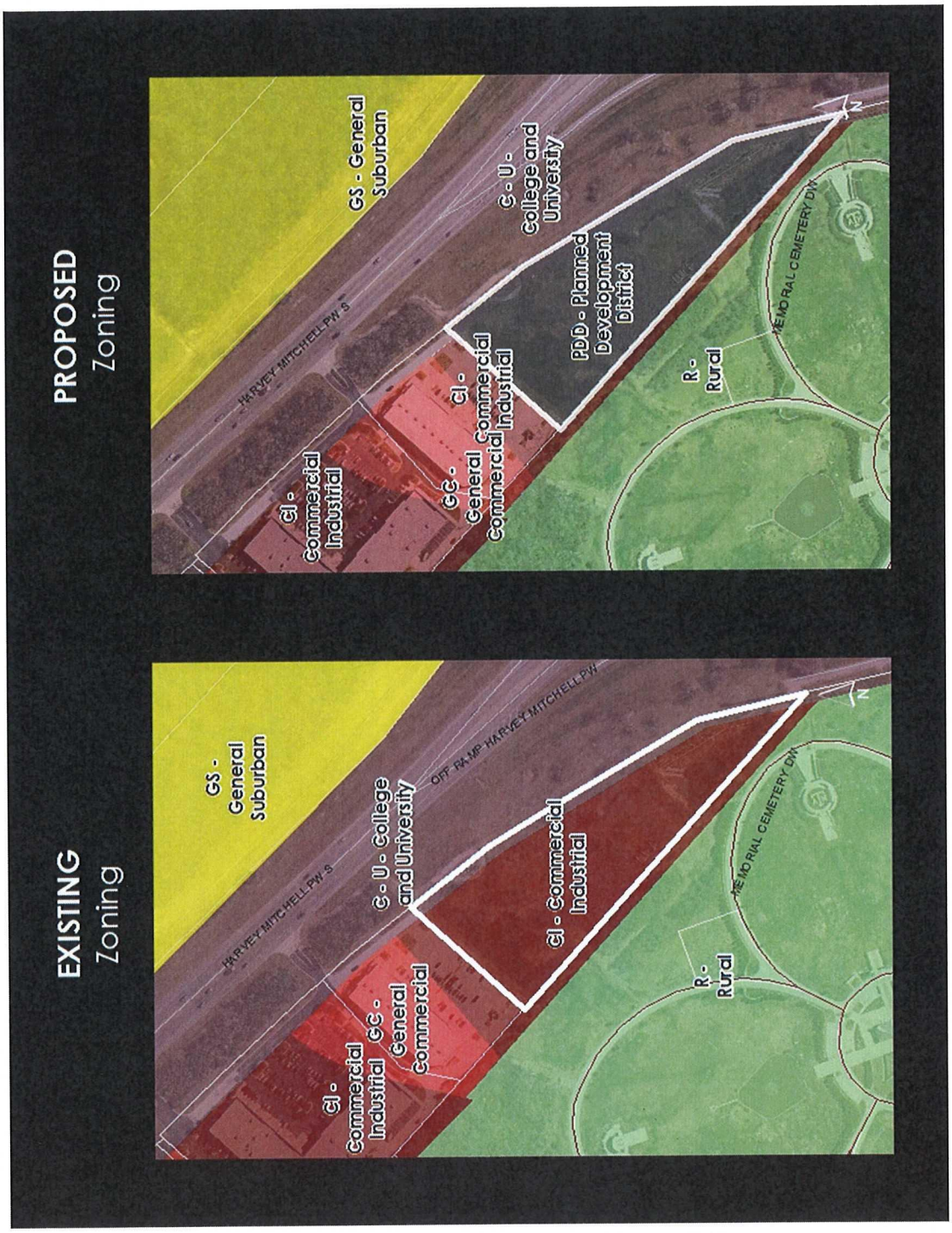

THE RESIDENCES AT UNIVERSITY
PDD CONCEPT PLAN
Valley Park Center, Lot 3R, 4.740 Acres
City of College Station
March 27, 2017
VICINITY MAP
SCALE: N.T.S.
NOTES:
1. MULTI FAMILY (MF) BASE ZONING
2. A MAXIMUM OF 3,000 SF TOTAL OF RESTAURANT USE MAY BE UTILIZED WITHIN ANY OF THE BUILDINGS.
3. THE NON-RESIDENTIAL ARCHITECTURAL STANDARDS SHALL NOT APPLY TO THIS PROJECT.
4. A MAXIMUM OF 142 MULTI-FAMILY UNITS WILL BE PROVIDED (30 UNITS PER ACRE).
5. BUILDINGS WILL BE A MAXIMUM OF 4 STORIES TALL AND MAY HAVE ARCHITECTURAL ELEMENTS (I.E. STEPPED AREAS, TOWER ELEMENTS, ETC.) THAT EXCEED 4 STORIES. BUILDING HEIGHTS WILL BE IN ACCORDANCE WITH AIRPORT REGULATIONS.
6. PARKING IS ALLOWED ON THE FIRST FLOOR UNDER THE BUILDINGS
7. A MULTI-USE PATH WILL BE EXTENDED ALONG THE PROPERTY TO WHERE IT ULTIMATELY CONNECTS TO RESEARCH PARK. THE MINIMUM WIDTH OF THE PATH WILL BE 8 FEET. A 10 FOOT WIDE BUFFER WITH ADDITIONAL LANDSCAPING WILL BE PROVIDED BETWEEN THE PATH AND MEMORIAL CEMETERY PARK.
8. THE BUFFER RESIDENTIAL ALONG THE SOUTHWEST PROPERTY LINE WILL BE INCREASED FROM 15' TO 25' AND MAY INCLUDE ALL OR PART OF THE MULTI-USE PATH.
ENGINEER:
CIVILITY
150 NORTHUNE DRIVE, STE 160
COLLEGE STATION, TEXAS
CONTACT: STEVE DUNCAN, PE
979-731-8990
ARCHITECT:
NORTAL, LLC
3989 WESLEY DRIVE
COLLEGE STATION, TX 77845
CONTACT: RICHARD METTERNY
817-300-2554
CURRENT OWNER:
TITAN VALLEY PARK LP
3401 ALLEN PKWY, STE 200
HOUSTON, TX 77019
CONTACT: BILL SISSON
713-960-1800
APPLICANT/DEVELOPER:
BAYARAM DEVELOPERS
1500 ADDISON ROAD
GLENVIEW, IL 60025
CONTACT: TIM BAYARAM
972-246-2147
PROPOSED ENTRY ACCESS, 30' WIDE, AS PER THE CITY STANDARDS
EXISTING ACCESS TO BE REMOVED
EXISTING ACCESS TO BE REMOVED
EXISTING ACCESS TO BE REMOVED

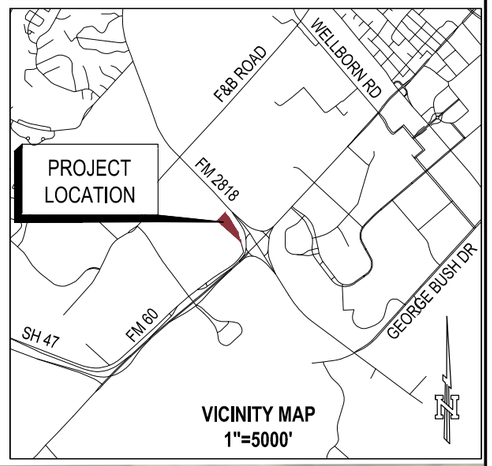
EXHIBIT "D"


EXISTING
Zoning
GS - General Suburban
C - U - College and University
CI - Commercial Industrial
GC - General Commercial
R - Rural
HARVEY MITCHELL PW-S
OFF RAMP HARVEY MITCHELL PW
MEMORIAL CEMETERY DR
PROPOSED
Zoning
GS - General Suburban
C - U - College and University
PDD - Planned Development District
CI - Commercial Industrial
GC - General Commercial
R - Rural
HARVEY MITCHELL PW-S
MEMORIAL CEMETERY DR

OWNER:	DEVELOPER:	APPLICANT:
BATES-FLATO HOLDING LP 107 E. 27TH STREET HOUSTON, TX 77008 PH. (713) 355-4379 WLS@WLS-INC.COM	HARESH JETHANI AND KERSI ENGINEER HOUSTON GSH MANAGEMENT LLC 9668 WESTHEIMER. STE 200-706 HOUSTON TX 77063 PH. (312) 404-6735 HJETHANI@GMAIL.COM	DANIEL BEAMON BEAMON ENGINEERING, LLC 16172 BENCH LANE BRYAN, TX 77807 PH. (979) 571-2407 DANIEL@BEAMONENGINEERING.COM

LEGEND

- PROPERTY BOUNDARY
- EXISTING SETBACK
- EXISTING EASEMENT



BEAMON ENGINEERING
TBPE FIRM NO. F-21588
16172 BENCH LANE
BRYAN, TEXAS 77807

HARVEY MITCHELL PARKWAY
(VARIABLE WIDTH ROW)

ACCESS DRIVEWAY

EXISTING LIFT STATION

S38° 11' 13"E 222.12'

EXISTING 20' PUBLIC UTILITY ESMT VOL. 7675, PG. 282

15' FRONT SETBACK

S30° 49' 18"E 552.01'

DRIVEWAY AND SURFACE PARKING SPACES

Now or Formerly
SAGO VALLEY PARK, LLC
LOT 2R, VALLEY PARK CENTER
VOL. 10020 PG. 67

ZONED: GC

EXISTING 20' PUBLIC UTILITY ESMT VOL. 10020, PG. 67

N42° 03' 19"E 345.73'

PROP. 4-STORY MULTIFAMILY BUILDING AND PARKING GARAGE

7.5' SIDE SETBACK

EXISTING AVIATION AND CLEAR ZONE ESMT VOL. 328, PG. 632

S13° 11' 53"E 255.39'

N47° 56' 41"W 956.30'

EXISTING 20' PUBLIC UTILITY ESMT VOL. 7675, PG. 282

20' REAR SETBACK

25' BUFFER

PROPOSED MULTI-USE PATH

EXISTING DETENTION POND

Now or Formerly
CITY OF COLLEGE STATION
COLLEGE STATION MEMORIAL CEMETERY

ZONED: RURAL

S31° 46' 21"W 2576.97'
TO COLLEGE STATION MONUMENT NO. 165

0 100' 200'

GENERAL NOTES

1. THE BASE ZONING FOR THE PROPOSED PLANNED DEVELOPMENT DISTRICT IS MULTIFAMILY.
2. A MAXIMUM OF 2,000 SF TOTAL OF COMMERCIAL USE MAY BE UTILIZED WITHIN ANY OF THE BUILDINGS.
3. THE NON-RESIDENTIAL ARCHITECTURAL STANDARDS SHALL APPLY ONLY IF COMMERCIAL USES ARE INCLUDED IN THE BUILDINGS.
4. A MAXIMUM OF 339 BEDROOMS IN 199 DWELLING UNITS WILL BE PROVIDED.
5. BUILDINGS WILL BE A MAXIMUM OF 4-STORIES, WITH NO ELEMENT REACHING MORE THAN 50FT ABOVE GROUND LEVEL. ALL BUILDING HEIGHTS WILL BE IN ACCORDANCE WITH AIRPORT REQUIREMENTS.
6. PARKING WILL BE PROVIDED IN A PARKING GARAGE AND WITH SURFACE PARKING. THE NUMBER OF PARKING SPACES PROVIDED WILL BE 1.0 SPACE PER BEDROOM PLUS STAFF PARKING.
7. A MULTI-USE PATH WILL BE EXTENDED THROUGH THE PROPERTY TO CONNECT THE ADJACENT DEVELOPMENT WITH THE PEDESTRIAN FACILITIES AT THE FM 60 AND FM 2818 INTERCHANGE. THE PATH WITH BE A MINIMUM OF 10' WIDE AND SHALL INCLUDE A 3 FT SHOULDER ON EACH SIDE FREE OF OBSTRUCTIONS.
8. THE BUFFER ALONG THE SOUTHWEST PROPERTY LINE WILL BE 25' WIDE AND WILL CONTAIN LANDSCAPING AND THE MULTI-USE PATH. THIS PROJECT SHALL COMPLY WITH THE BUFFER STANDARDS SET FORTH IN UDO SECTION 7.7.F. A FENCE SHALL BE CONSTRUCTED BETWEEN THE DEVELOPMENT AND CEMETERY.
9. THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN IDENTIFIED IN FEMA FIRM MAP 48041C0305F, DATED APRIL 2, 2014.
10. THIS PROPERTY FALLS WITHIN THE FLIGHTS PATHS FOR TAKEOFFS AND LANDINGS OF THE EASTERWOOD AIRPORT AND MAY EXPERIENCE NOISE AND POSSIBLE VIBRATION FROM AIRCRAFT.

CONCEPT PLAN
VALLEY PARK APARTMENTS

404 AND 406 HARVEY MITCHELL PARKWAY SOUTH
LOT 3R, VALLEY PARK CENTER (4.74 ACRES)
VOL. 10020, PG. 67

DRAWN BY:	DPB
APPROVED BY:	DPB
DATE:	April 10, 2022
JOB NUMBER:	TBD
SCALE:	1"=100'
SHEET NO.:	1 OF 1

May 26, 2022
Item No. 9.4.
Impact Fee Semi-Annual Report

Sponsor: Carol Cotter

Reviewed By CBC: Impact Fee Advisory Committee

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on May 19, 2022 and recommended forwarding the report to the City Council for their consideration. As part of their discussion, the IFAC expressed general concern about the low collection rate, which may result in the inability to collect adequate funds to complete the needed capital projects. Staff recommends that City Council acknowledge and accept the Semi-Annual Report.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted System-Wide Impact Fees for water, wastewater, and roadways in 2016. The statutory 5-year update was completed last year, and on November 22, 2021, revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable fees and associated collection rates.

This report documents the period of October 1, 2021, through March 31, 2022. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. Ad hoc members were also appointed for the update process.

Budget & Financial Summary: N/A

Attachments:
1. Impact Fee Semi-Annual Report
2. Future Land Use Map
3. Service Area Maps - Water, Wastewater, and Roadway
4. Status of Impact Fee Capital Improvements Plans - Water, Wastewater, and Roadway

CITY OF COLLEGE STATION
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MEMORANDUM

DATE: May 19, 2022

TO: Impact Fee Advisory Committee

FROM: Carol Cotter, P.E., City Engineer

SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed last year, and on November 22, 2021, revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report documents the period of October 1, 2021 to March 31, 2022 and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The City of College Station Code of Ordinances Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC). Additional ad hoc members were appointed for the update process. The role of the IFAC is to:

1. Advise and assist the City in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Planning & Development Services
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3570 • FAX. 979.764.3496
cstx.gov/devservices

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the collection rates occurred in December 2018.

The statuary 5-year update of the water, wastewater and roadway impact fee programs was initiated and completed last year. On November 22, 2021, amendments to the land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates. The collection rates were increased by 10% from the previous rates for residential development and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). The amendments have been incorporated in this semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview – 2021 Study Updates

System-Wide Impact Fee	Adopted Max Rate	Collection Rate Res / Com	Total Estimated Capital Costs	Max Recoverable Costs (2021 – 2031)	Impact Fees Collected Since 2016
Water	$3,877	$550 / $500	$67,722,554	$54,457,437	$1,784,980
Wastewater	$5,572	$3,300 / $3,000	$189,748,166	$71,917,188	$8,580,050
Roadway A	$499	$438.83 / $80	$13,915,012	$9,052,650	$725,206
Roadway B	$1,261	$438.83 / $80	$48,390,353	$20,114,165	$1,187,466
Roadway C	$2,127	$438.83 / $80	$78,250,564	$25,687,488	$1,064,345
Roadway D	$3,452	$438.83 / $80	$74,492,580	$57,399,762	$520,086
Roadway Totals			$215,048,509	$112,254,065	$3,497,104

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided below including the amounts collected for this six (6) month reporting period from October 1, 2021, through March 31, 2022.

Impact Fee Revenues

System-Wide Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22 1st 6 Month Reporting Period	Total Impact Fees Collected
Water	$45,075	$339,325	$335,400	$381,880	$414,350	$263,100	$1,784,980
Wastewater	$155,475	$1,606,025	$1,575,150	$1,666,800	$2,224,650	$1,332,900	$8,580,050

Roadway A	$0	$40,893	$81,193	$123,327	$117,261	$362,532	$725,206
Roadway B	$0	$32,671	$80,625	$427,118	$538,988	$108,064	$1,187,466
Roadway C	$0	$156,540	$391,243	$186,979	$194,634	$134,949	$1,064,345
Roadway D	$0	$33,000	$150,526	$79,161	$85,404	$171,995	$520,086
Roadway Totals	$0	$263,104	$703,587	$816,585	$936,287	$777,540	$3,497,104

Impact Fee Capital Improvement Plan Implementation

System-Wide Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	$1,246,085	$120,000	$30,584,740	$31,950,825
Wastewater	$4,013,956	$690,000	$70,643,940	$75,347,896

Roadway A	$317,500	$0	$262,867	$580,367
Roadway B	$617,500	$0	$21,058,862	$21,676,362
Roadway C	$793,333	$77,667	$31,479,876	$32,350,876
Roadway D	$317,500	$777,500	$10,369,132	$11,464,132
Roadway Totals	$2,045,833	$855,167	$63,170,737	$66,071,737

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715' west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265' west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Recommendation:

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:

1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway

FIGURE 2-1
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
FUTURE LAND USE

LAND USE

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural Areas
- Redevelopment Areas

LEGEND

- Road
- Railroad
- Stream
- Lake
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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FREESE AND NICHOLS

Bryan

Texas A & M University

BRAZOS CO

WASHINGTON CO

GRIMES CO

0 2,500 5,000
SCALE IN FEET

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Updated: Monday, November 8, 2021

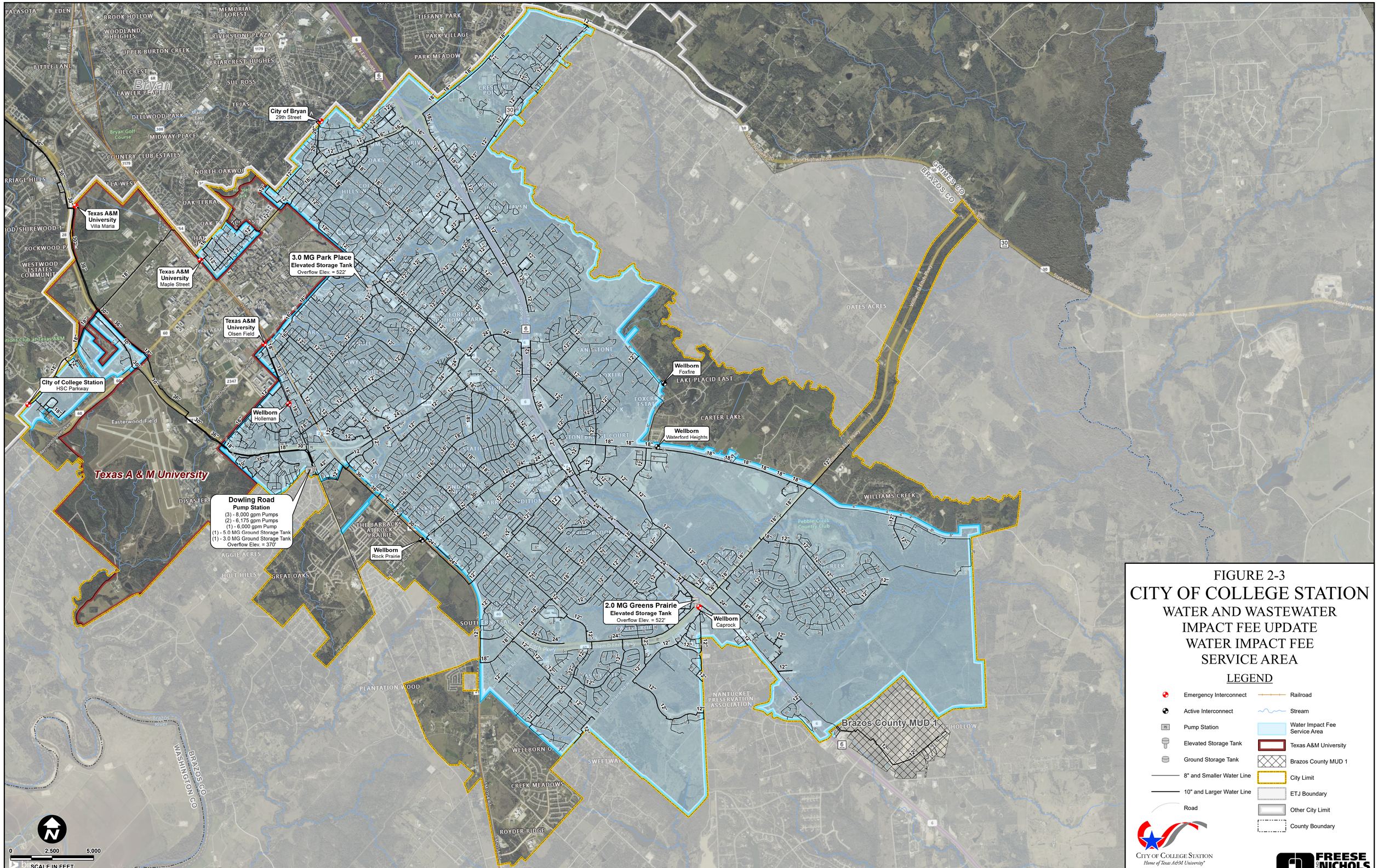

FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

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Job No. CCL14324
Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\(Figure_2-3)-Water_Impact_Fee_Service_Area.mxd
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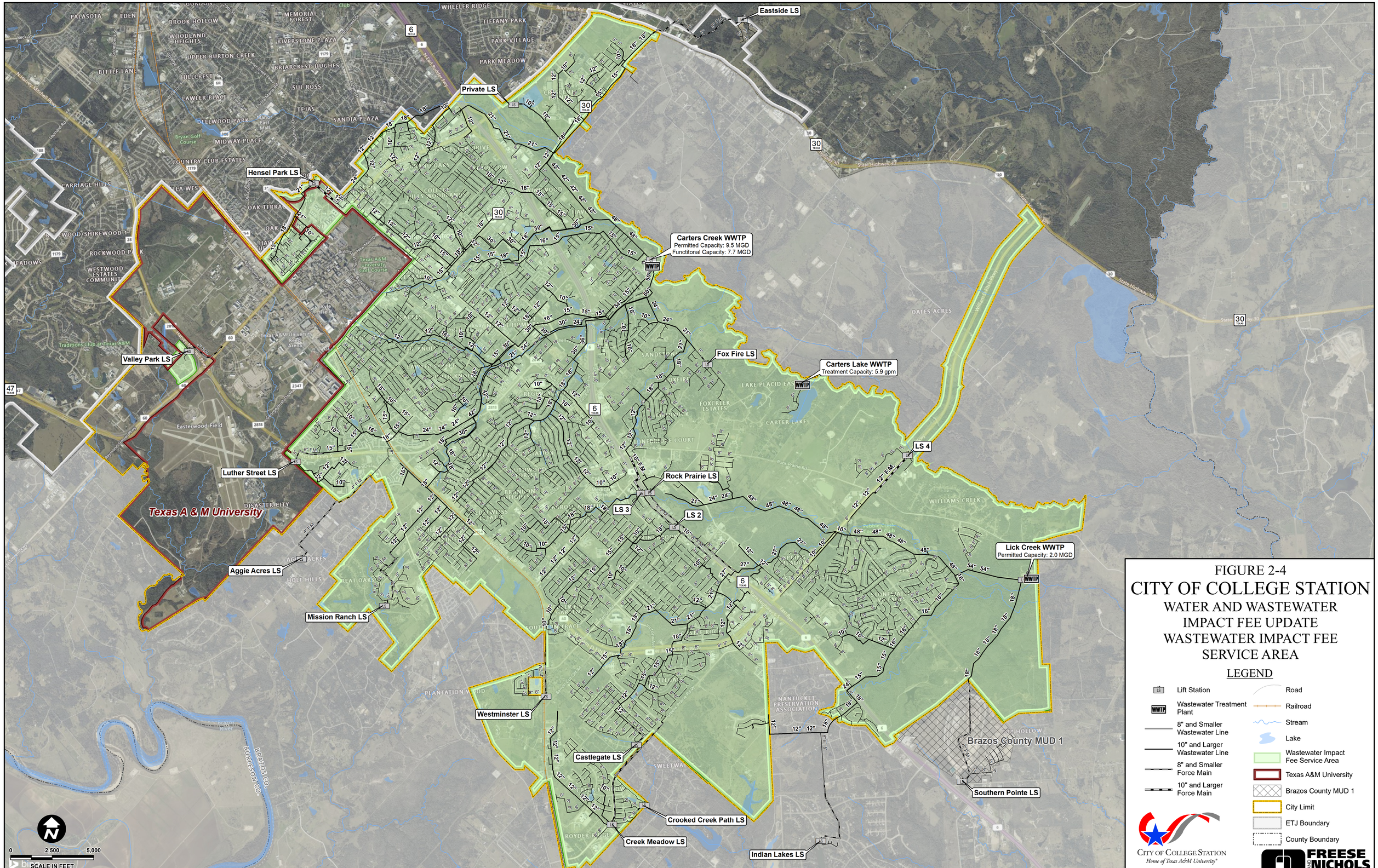

FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

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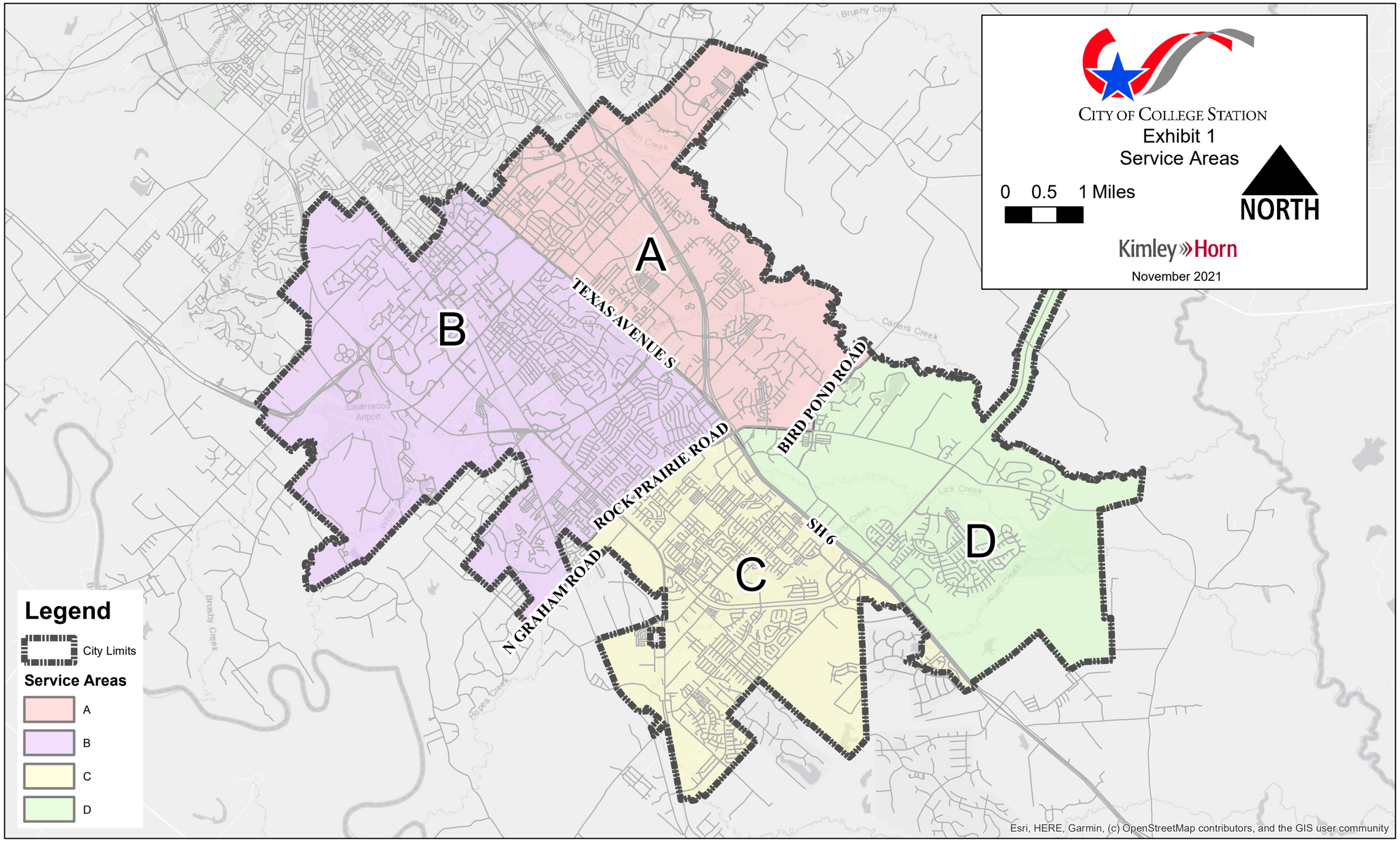
User: DBR12


CITY OF COLLEGE STATION
Exhibit 1
Service Areas
0 0.5 1 Miles
NORTH
Kimley»Horn
November 2021
A
B
C
D
TEXAS AVENUE S
BIRD POND ROAD
ROCK PRAIRIE ROAD
N GRAHAM ROAD
SH 6
Legend
City Limits
Service Areas
A
B
C
D
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Water Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2021 - March 2022

Project ID	Description of Project[1]	Project Cost	Project Status as of March 2022
A	High Service Pumping Improvements	$ 3,597,227	Complete
B	BioCorridor Water Line	$ 998,884	Complete
C	Area 2 Water Line Extension	$ 1,000,000	Complete
D	Cooling Tower Expansion	$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	$ 1,048,633	Complete
F	Well No. 9 and Collection Line	$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	$ 84,791	Complete
K	Castlegate II Oversize Participation	$ 50,871	Complete
L	Greens Prairie Oversize Participation	$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	$ 3,050,000	Under Construction
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	$ 8,690,000	Under Construction
Q	SH 40 Water Line Phase 1 and 2	$ 4,200,000	In Design
R	2021 Impact Fee Study	$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	$ 2,796,400	Future
3	BioCorridor Water Line Improvements	$ 2,741,200	Future
4	Water Supply Well No. 10	$ 19,223,900	Future
5	Harvey Mitchel Parkway Water Line Replacement	$ 4,236,400	Future

[1]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-1
CITY OF COLLEGE STATION
WATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

D — Cooling Tower Expansion

E — Land Acquisition for Well No. 10

F — Well No. 9 and Collection Line

4 — New Groundwater Well No. 10

LEGEND

Impact Fee Eligible Project
- Water Line

Ongoing/Recently Completed Improvements
- Pressure Relief Valve
- Water Tank
- Water Line

Existing Water System
- Interconnect
- Elevated
- Ground
- Pump Station
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Lake
- Water Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas AM University
Maple Street

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Texas AM University
Olsen Field

City of College Station
HSC Parkway

Texas A & M University

Wellborn
Holleman

Wellborn
Foxfire

Wellborn
Waterford Heights

3.0 MG Rock Prairie
Elevated Storage Tank and PRVs

Wellborn
Rock Prairie

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Brazos County MUD 1

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'
High Service Pumping Improvements

0 2,750 5,500
SCALE IN FEET

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Wastewater Impact Fees Capital Improvements Plan
Semi-Annual Impact Fee Report: October 2021 - March 2022

Project ID	Description of Project[(1)]	Project Cost	Project Status as of March 2022
A	Royder/Live Oak Sewer Service	$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	$ 8,472,421	Complete
C	Lick Creek Trunk Line	$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	$ 3,900,000	In Design
K	Medical District Trunk Line Phase 2 and 3	$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	$ 13,861,000	Phase 3: In Design; Phase 4: Design Contract Negotiations
M	Carters Creek Diversion Lift Station Phase 1	$ 13,900,000	In Design
N	Lick Creek WWTP Phase 1 Expansion	$ 39,014,049	Under Construction
O	2021 Impact Fee Update	$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	$ 7,314,800	Programmed
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	$ 11,136,600	Programmed
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	$ 4,916,300	Future

[(1)]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-2
CITY OF COLLEGE STATION
WASTEWATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Ongoing/Recently Completed Improvements
- Lift Station
- Wastewater Treatment Plant
- Gravity Main
- Force Main

Impact Fee Eligible Improvements
- Gravity Main
- Force Main

Existing Wastewater System
- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

Bryan

Texas A & M University

Hensel Park LS
2.59 MGD Existing Firm Capacity
Decommission Lift Station and 12" Force Main

Private Lift Station

Eastside LS

Diversion Lift Station
New 6 MGD Lift Station

Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functional Capacity: 7.7 MGD

Valley Park LS

To A&M Wastewater System

Carters Lake WWTP

Fox Fire LS

Luther Street LS

Lift Station 3
Decommission Lift Station
Divert Flow to Lick Creek WWTP

Lift Station 4

Rock Prairie LS
Decommission Lift Station and 6-Inch Force Main

Lift Station 2
Decommission Lift Station and 8" Force Main

Aggie Acres LS

Mission Ranch LS

Lick Creek WWTP
Treatment Capacity: 2.0 MGD
Expansion to 5 MGD
Expansion to 8 MGD

Westminster LS

Castlegate LS

Crooked Creek Path LS

Creek Meadow LS
Expansion to 0.97 MGD
Decommission Existing 6-Inch Force Mains and Re-Route Flows

Indian Lakes LS

Brazos County MUD 1

Southern Pointe LS

BRAZOS CO
WASHINGTON CO
GRIMES CO
BRAZOS CO

0 2,750 5,500
SCALE IN FEET

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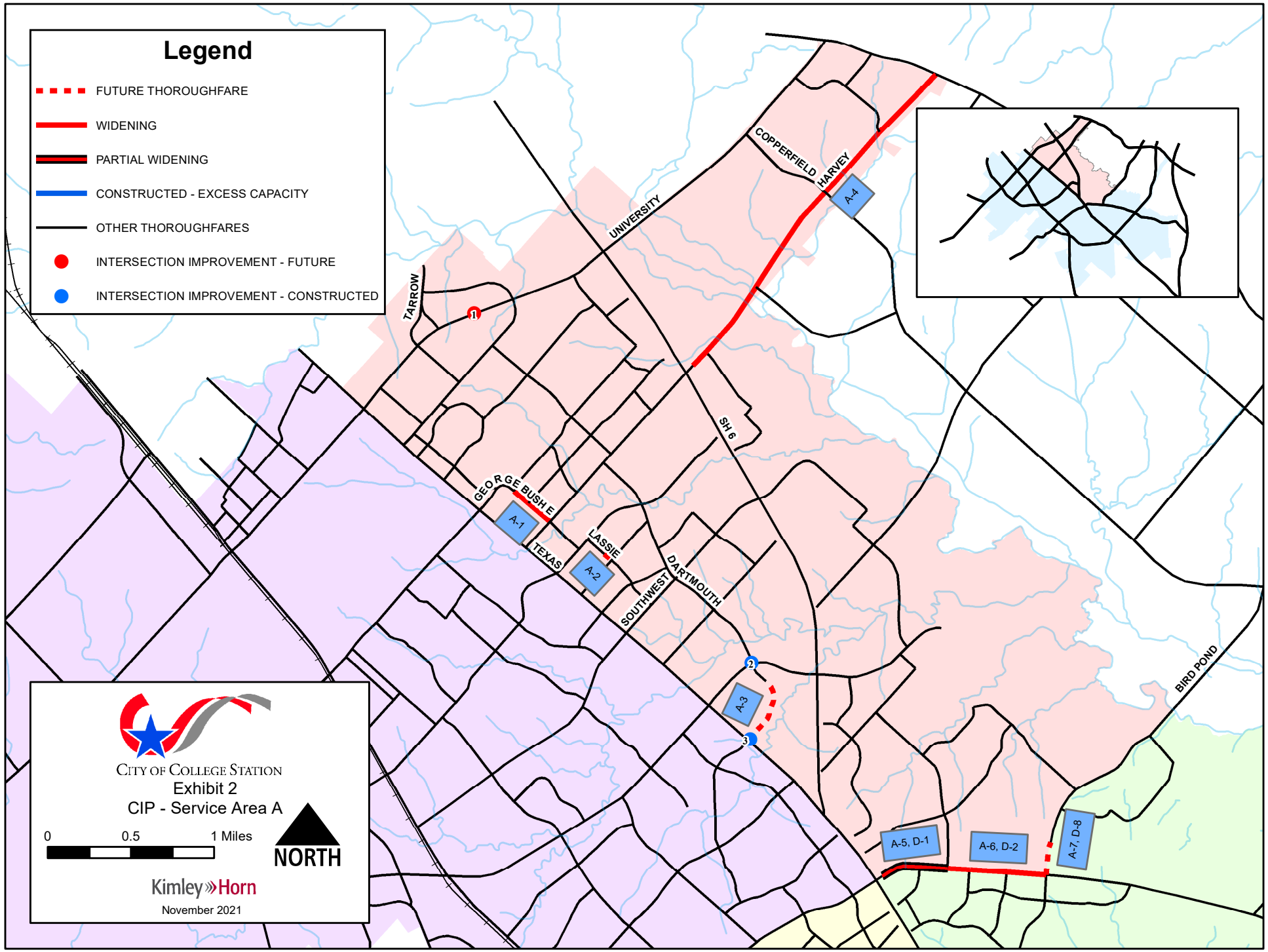
Updated: Tuesday, October 19, 2021 11:10:10 AM
User Name: GBS2

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2021 - March 2022

Service Area A

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2022
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	$ 2,509,696	Future
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	In Design
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	In Design
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete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FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
TARROW
UNIVERSITY
COPPERFIELD
HARVEY
A-4
SH 6
GEORGE BUSH E
A-1
TEXAS
LASSIE
A-2
SOUTHWEST
DARTMOUTH
A-3
BIRD POND
A-5, D-1
A-6, D-2
A-7, D-8
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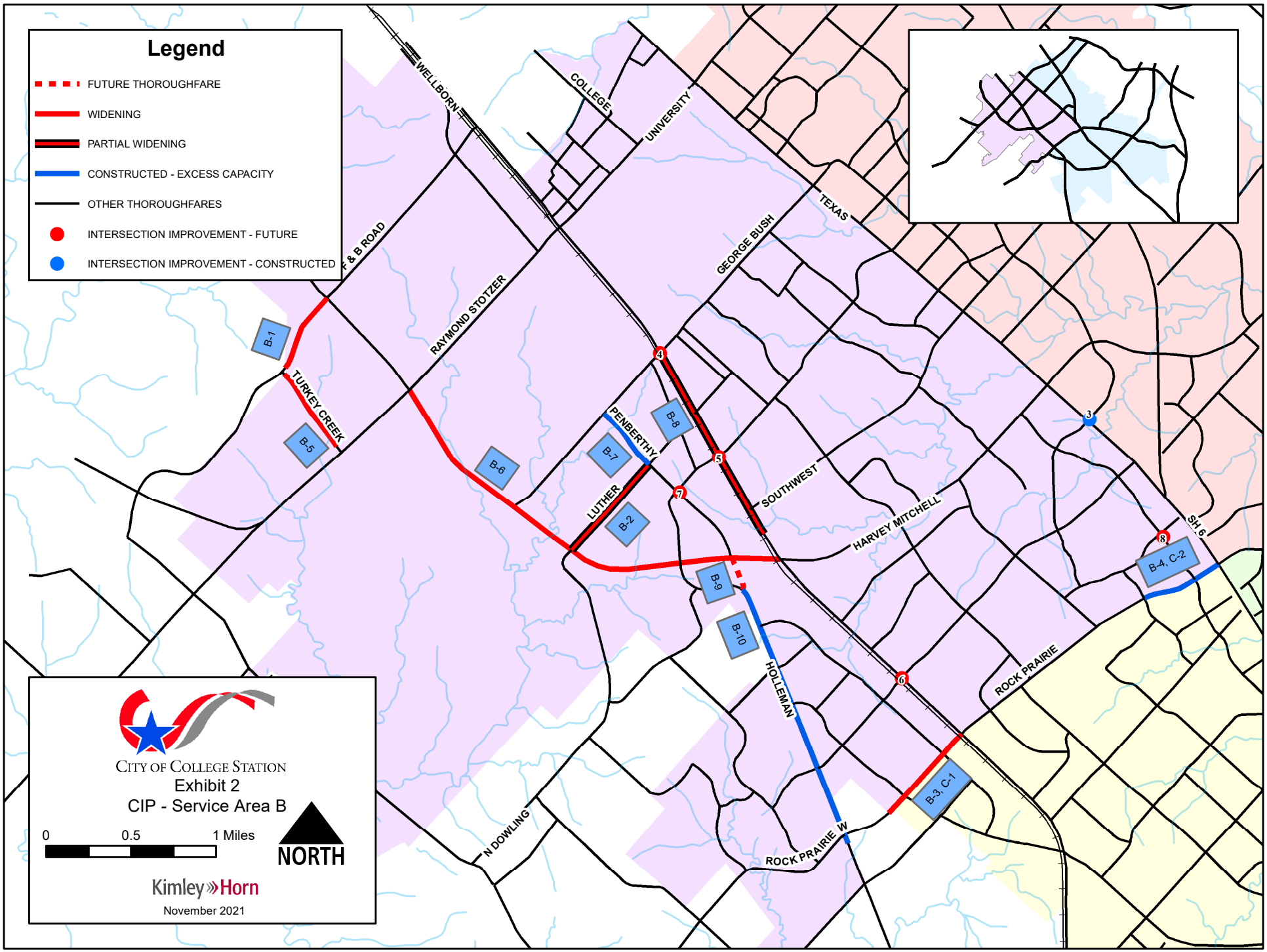
2
3
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area A
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2021 - March 2022

Service Area B

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2022
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	$ 1,407,527	Under Construction
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	$ 9,652,780	In Design
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete
4	Wellborn Road and George Bush Drive					$ 1,190,232	In Design
5	Welborn Road and Holleman Drive					$ 644,445	Under Construction
6	Wellborn Road and Deacon Drive					$ 4,532,013	Under Construction
7	Holleman Drive W and Jones Butler Road					$ 572,000	In Design
8	Longmire Drive and Ponderosa Drive					$ 350,000	Future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FUTURE THOROUGHFARE
WIDENING
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CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
WELLBORN
COLLEGE
UNIVERSITY
TEXAS
GEORGE BUSH
F & B ROAD
RAYMOND STOTZER
TURKEY CREEK
PENBERTHY
LUTHER
SOUTHWEST
HARVEY MITCHELL
SH 6
HOLLEMAN
ROCK PRAIRIE
ROCK PRAIRIE W
N DOWLING
B-1
B-2
B-3, C-1
B-4, C-2
B-5
B-6
B-7
B-8
B-9
B-10
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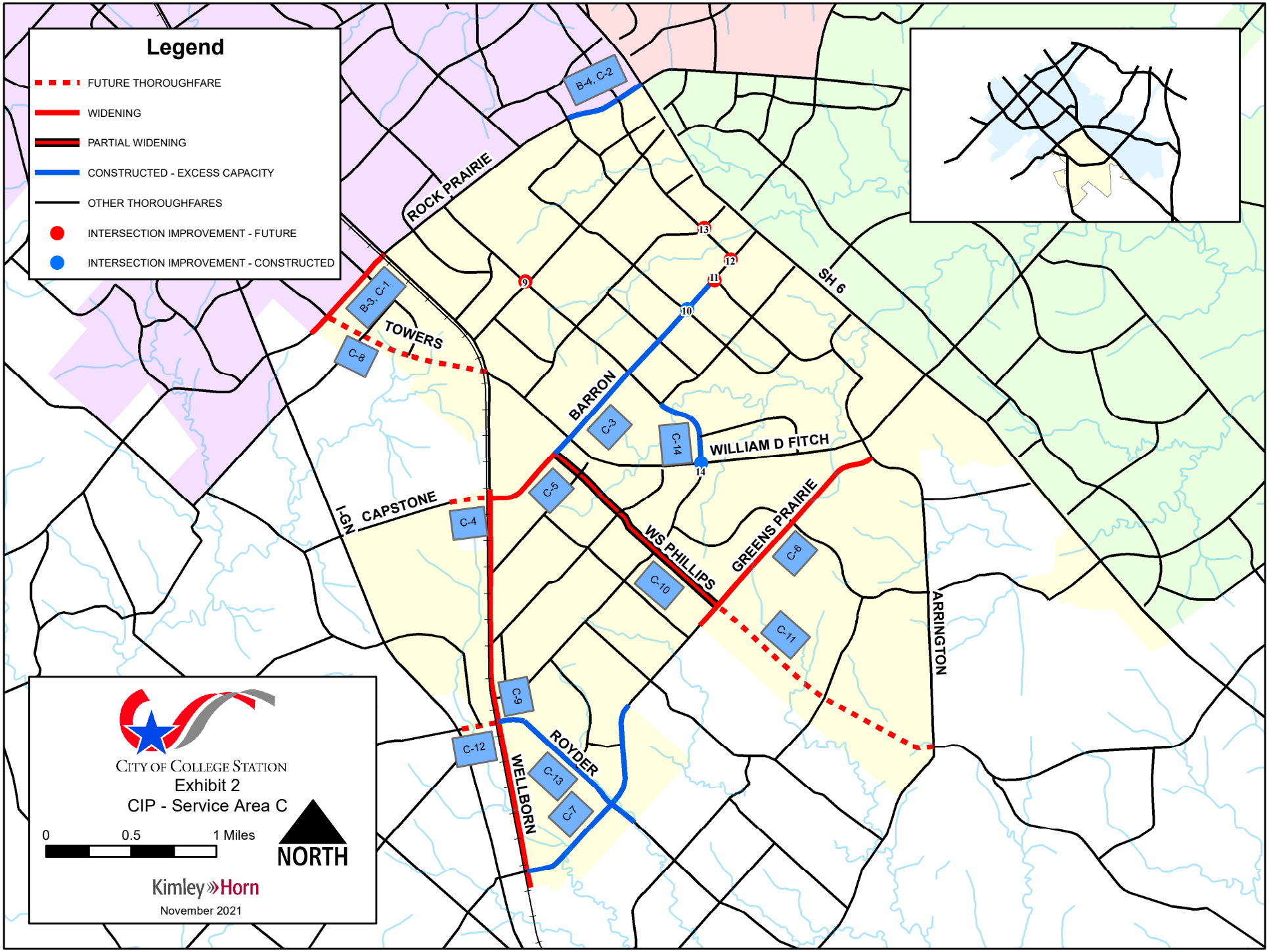
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area B
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2021 - March 2022

Service Area C

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2022
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	$ 10,550,324	Under Construction
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Constructed	$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	$ 5,844,160	Programmed
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	$ 3,360,000	Programmed
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	$ 1,973,927	Complete
Intersections							
9		Graham Road and Victoria Avenue				$ 350,000	Future
10		Barron Road and Alexandria Avenue				$ 320,994	Complete
11		Barron Road and Decatur Drive				$ 350,000	Programmed
12		Barron Road and Longmire Drive				$ 350,000	Programmed
13		Longimre Drive and Eagle Avenue				$ 350,000	Future
14		William D. Fitch Parkway and Victoria Avenue				$ 816,249	Complete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CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
B-4, C-2
ROCK PRAIRIE
B-3, C-1
C-8
TOWERS
SH 6
BARRON
C-3
C-14
WILLIAM D FITCH
C-5
C-4
CAPSTONE
I-GN
WS PHILLIPS
GREENS PRAIRIE
C-6
C-10
C-11
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C-12
WELLBORN
ROYDER
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CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area C
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0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
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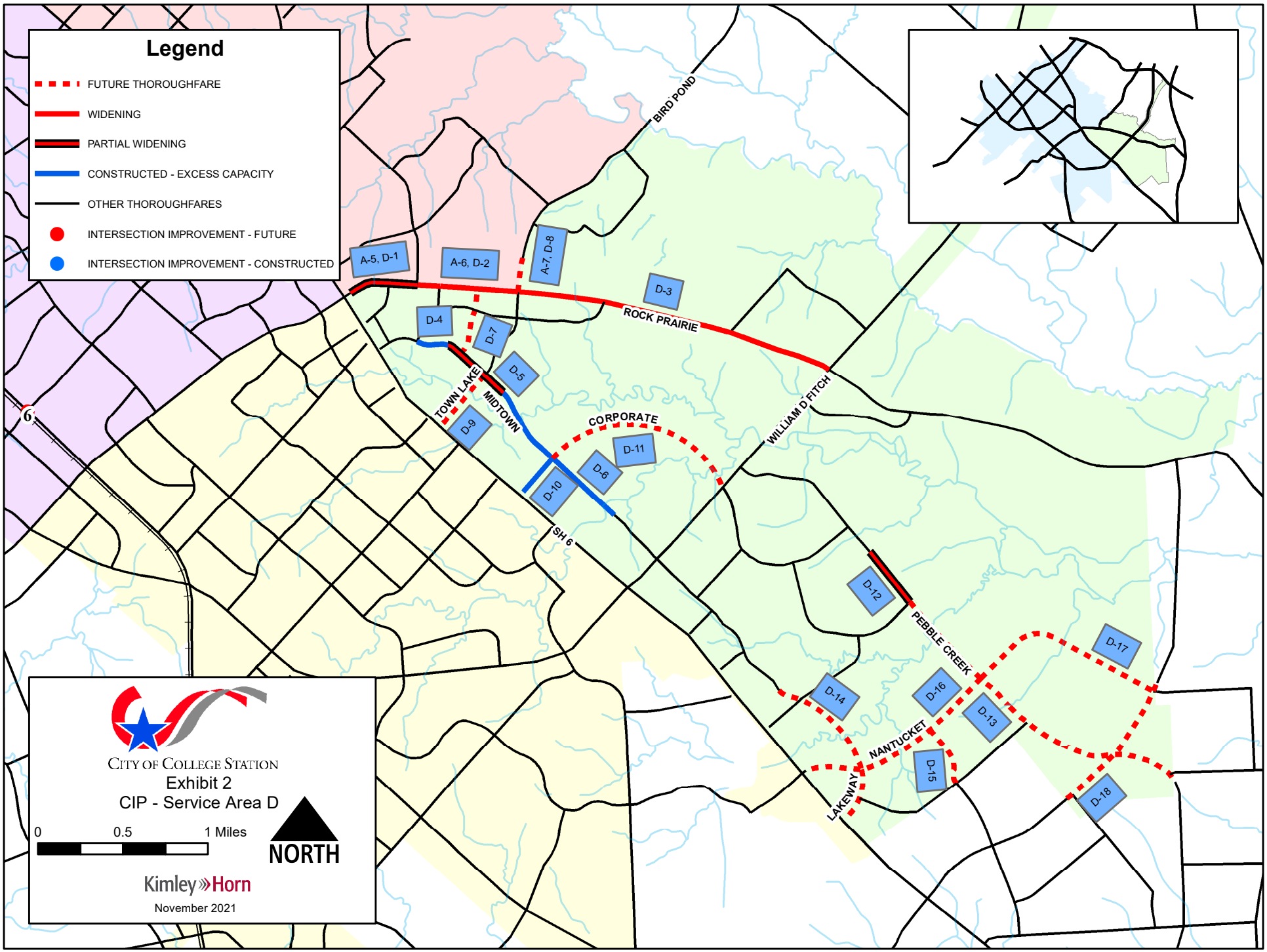
Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2022
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	In Design
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	In Design
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	$ 17,245,000	Future
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelade Drive	St Andrews Drive	Partial Widening	$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	$ 9,181,000	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	$ 3,902,000	Future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INTERSECTION IMPROVEMENT - CONSTRUCTED
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BIRD POND
ROCK PRAIRIE
TOWN LAKE
MIDTOWN
CORPORATE
WILLIAM D FITCH
SH 6
PEBBLE CREEK
NANTUCKET
LAKEWAY
6
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area D
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

May 26, 2022
Item No. 12.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None