



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

Phone: 469-480-7460 | Phone Conference: 952 310 468#

August 24, 2023

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 Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. 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:

- 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. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- f. Legal advice regarding Texas Independence Ball Park.

2.2. 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. Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

2.3. 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 Manager
- b. Council Self Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

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

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before 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 using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Hear Visitors.

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

6. 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.

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

- August 10, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM081023 DRAFT Minutes

6.2. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of \$122,535 for the 2023 TAMU Football Post Game Day Traffic Control.

Sponsors: Emily Fisher

Attachments: 1. Contract 23300675

- 6.3. Presentation, discussion, and possible action on a contract with Binkley & Barfield | DCCM, Inc. in the amount of \$1,404,740.50 for professional services for the Rock Prairie East Widening Project (Town Lake Dr. to William D. Fitch Pkwy) as part of the 2022 Bond Program.

Sponsors: Jennifer Cain

Attachments: 1. Rock Prairie East 2022 Bond Project Location Map
2. Rock Prairie East 2022 Bond Vendor Signed Contract

- 6.4. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of \$7,840,856.15 for construction services for the Rock Prairie East Widening Project (Hwy. 6 to Town Lake Dr.), plus the City's contingency in the amount of \$392,000 for a total appropriation of \$8,232,856.15. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Rock Prairie East Project Location Map
2. Rock Prairie East Construction Vendor Signed Contract

- 6.5. Presentation, discussion, and possible action on the Atmos Mid-Tex 2023 Rate Review Mechanism (RRM) Ordinance.

Sponsors: Ross Brady

Attachments: 1. Atmos Mid-Tex 2023 RRM Ordinance wAttachments

- 6.6. Presentation, discussion and possible action to authorize expenditure of funds for Fiscal Year 2024 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2024 Exemptions List Over \$100K

- 6.7. Presentation, discussion, and possible action on the fourth renewal of an annual contract for Professional Auditing Services with FORVIS, LLP (formerly BKD, LLP) for an amount not to exceed \$150,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. 18300669 Prof Audit Svcs Ren5 Amd2

- 6.8. Presentation, discussion, and possible action on an Interlocal Agreement between the City of College Station and Brazos County Emergency Service District 4 for the transfer of a surplus vehicle.

Sponsors: Emily Fisher

Attachments: 1. ILA - Chevy Tahoe Transfer - Brazos Co. ESD 4_v8-9-2023

- 6.9. Presentation, discussion, and possible action regarding an amendment to the Funding Agreement for Payment and Use of Hotel Tax with the Arts Council of the Brazos Valley for FY23.

Sponsors: Mary Ellen Leonard

Attachments: 1. 23300016 Arts Council FY23 Funding Agreement - HOT Fund
2. First Amendment to the Funding Agreement CoCS Arts Council 08-18-2023

- 6.10. Presentation, discussion, and possible action regarding a resolution directing the Brazos County Tax Office to calculate the FY25 voter-approved rate in the manner provided for a special taxing

unit affected by a disaster declaration. The Proposed FY25 Budget will not be prepared and presented to the City Council until July 2024.

Sponsors: Mary Ellen Leonard

Attachments: 1. Wildfire Resolution Disaster 2023

- 6.11. Presentation, discussion, and possible action on a contract with Elliott Construction, LLC, not to exceed \$116,900 for the repair of an existing 8-inch wastewater line at Montclair Avenue and Park Place, plus \$35,000 in contingencies for a total appropriation of \$151,900. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Gary Mechler

Attachments: 1. Location Map
2. Construction Contract (Available in City Secretary's Office)

7. Workshop Agenda.

- 7.1. Presentation, discussion, and possible action regarding the Texas Independence Ballpark Project.

Sponsors: Jennifer Cain

Attachments: None

8. Regular Agenda.

- 8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2024 advertised ad valorem tax rate of \$0.513086 per \$100 valuation, resulting in an increase in tax revenues.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2023-2024 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Sponsors: Mary Ellen Leonard

Attachments: 1. Budget Ordinance FY23-24

- 8.3. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2023-2024 ad valorem tax rate of \$0.513086 per \$100 assessed valuation, the debt service portion being \$0.211442 per \$100 assessed valuation and the operations and maintenance portion being \$0.301644 per \$100 assessed valuation.

Sponsors: Mary Ellen Leonard

Attachments: 1. Ad Valorem Tax Ord FY 23-24

- 8.4. Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance", Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY 23-24 Fee Resolution - Final 8-24-23

- 8.5. 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 amending the

concept plan on approximately 33 acres PDD Planned Development District located at 5900 Rock Prairie Road.”

Sponsors: Jesse Dimeolo

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Proposed Concept Plan
4. Original Concept Plan
5. Background Information
6. Applicant's Supporting Information

- 8.6. 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 GC General Commercial to GS General Suburban for approximately 0.356 acres, being a portion of Lot 1R-2 Holleman Place Subdivision, generally located at 217 Richards Street.

Sponsors: Jesse Dimeolo

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Rezoning Exhibit
4. Background Information
5. Applicants Supporting Information
6. Rezoning Map
7. Existing Future Land Use Map

- 8.7. 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 GC General Commercial to WPC Wolf Pen Creek for approximately 0.092 Acres at 213 Holleman Drive East, generally located at the intersection of Holleman Drive East and George Bush Drive East.

Sponsors: Gabriel Schrum

Attachments:

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

- 8.8. Public Hearing, presentation, discussion, and possible action to consider a Conditional Use Permit for ground floor multifamily in the WPC Wolf Pen Creek zoning district on approximately 1.02 acres located at 213-219 Holleman Drive East, generally located at the intersection of George Bush Drive East and Holleman Drive East.

Sponsors: Gabriel Schrum

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Site Plan

6. Landscape Plan

9. Council Calendar - Council May Discuss Upcoming Events.**10. Items of Community Interest.**

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 18, 2023 at 5:00 p.m.



City Secretary

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

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

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

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

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

August 24, 2023
Item No. 6.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• August 10, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM081023 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 10, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, 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 meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on August 10, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on August 10, 2023, to continue discussing matters pertaining to:

2.1. 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
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Legal advice related to Local Government Code Chapter 145 Financial Statements.

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

- Approximately 4 acres of land generally located in the 15000 block of FM 2154 in College Station.
- Approximately 4 acres of land south of Greens Prairie Road generally located between Arrington Road and Woodlake Drive in College Station.

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

- City Manager
- Council Self-Evaluation

3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:10 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming Allison Dohrman Day.

Mayor Nichols presented a proclaiming honoring Allison Dohrman and the Road Rascals, who won two medals, a silver, and a bronze, at the Special Olympics World Games in Berlin, Germany.

5.2. Presentation proclaiming the period of Spring, March 1st through June 15th and Fall, August 1st through November 30th as Lights Out Nights.

Mayor Nichols presented a proclamation to Texas A&M Biodiversity Research and Teaching Collections, Rio Brazos Audubon, Post Oak Chapter of the Native Plant Society of Texas, Brazos Valley Chapter of the Texas Master Naturalists, Texas A&M Student Chapter: Society of American Foresters, Texas A&M Forest Service, the Southside Historic Neighborhood and the City of College Station Water Service and Parks and Recreation Departments recognizing the period of Spring, March 1st through June 15th and Fall, August 1st through November 30th as Lights Out Nights.

5.3. Presentation proclaiming the week of August 6th through 12th, 2023 as National Health Center Week.

Mayor Nichols presented a proclamation to Hannah League, Marketing and Advocacy Specialist, HealthPoint and Nancy Dee Paschal, Marketing and Communications Manager, HealthPoint recognizing the week of August 6th through 12th, 2023 as National Health Center Week.

5.4. Presentation of a proclamation celebrating the 60th Anniversary of Twin City Mission.

Mayor Nichols presented a proclamation to Dorothy Nevill, CEO, Frances Johnson, Board President, Ron Crozier, Lindsey Smart, and Joe Nance recognizing the 60th Anniversary of Twin City Mission.

6. Hear Visitors Comments.

Sherry Frisk, College Station, came Council to invite them and all citizens to commemorate the 75th Anniversary of the College Station Cemetery with the dedication of a state historical marker.

Katherine Edwards, College Station, came before Council to discuss the concerns regarding over occupancy and her concerns around occupancy enforcement being pushed back another year because students have already signed lease agreements and needed to be educated. She stated that the homeowners know, the leasing agencies know, the landlords know, and so over occupancy needs to be enforced to be truly effective.

Tre Watson, College Station, came before Council to ask about when the rental registration is coming back and looking into the Lincoln Center mural being more neighborhood themed and not a city-wide.

Mary Linne, Bryan, came before Council to discuss her comparisons between Rosemary and Chimney Hill routes for sewer.

- \$728,208 difference Rosemary costs more than Chimney Hill even with Lift Station
- Rosemary is only 20ft wide while Chimney Hill / Autumn are at least 40ft and Tarrow is 40ft.
- Chimney Hill has at least 40ft to accommodate a 15ft open cut trench with equipment while allowing neighborhood traffic and Rosemary is 20ft wide.
- Tarrow is 40ft wide – Boring only needs 20ft leaving full traffic access.
- Rosemary is 20ft wide – Boring will completely shut down traffic.

7. CONSENT ITEMS

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

Items 7.1, and 7.5 were pulled from Consent for clarification.

(7.1) Tanya Smith, City Secretary, explained to Council that minutes are action minutes and not take by verbatim. Council directed City Secretary add to the July 17, 2023 Special (Budget) Minutes, “Majority of Council concurred to not Broadcast the Special (Budget) Meetings.”

(7.5) Richard Mann, Fire Chief, explained that this property is for the development of a new fire station. Fire Station #7 was part of the 2022 Bond Program approved by voters in November 2022. The property being considered for purchase is 4.0 acres of land on Greens Prairie Road, across from its intersection with Dalton Drive.

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

- **July 17, 2023 Special Meeting**
- **July 18, 2023 Special Meeting**
- **July 27, 2023 Council Meeting**

7.2. Presentation, discussion, and possible action regarding an annual blanket price agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$250,000.

7.3. Presentation, discussion, and possible action regarding Resolution No. 08-10-23-7.3 adopting the Program Year (PY) 2023 Annual Action Plan and Fiscal Year (FY) 2024 Community Development budget.

7.4. Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc. in the amount of \$570,993 for the Carter Creek Wastewater Treatment Plant Effluent Filters Phase 1 Outfall improvements.

7.5. Presentation, discussion, and possible action regarding a Real Estate Contract with Jerry P. Windham and Patricia Windham, for the purchase of 4.0 acres of land on Greens Prairie Road for the purchase price of \$784,080.00 for the development of Fire Station 7.

7.6. Presentation, discussion, and possible action on an award to Techline Inc. for the purchase of Di-Electric Switchgears for Electric Inventory, not to exceed \$882,766.

7.7. Presentation, discussion, and possible action on the purchase of Single and Three Phase Transformers from KBS Electrical Distributors not to exceed \$805,810 and Techline Inc. not to exceed \$854,150 for a total expenditure of \$1,659,960.

7.8. Presentation, discussion, and possible action regarding renewing an Interlocal Agreement with Texas Department of State Health Services (DSHS) for Vital Statistics and Data Use.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action on City-Initiated Rezonings to MH Middle Housing and potential modifications to the MH Middle Housing zoning district.

Michael Ostrowski, Planning and Development Director, stated that staff has done several public input sessions on the areas that are being considered for City-initiated rezoning to MH Middle Housing. Valuable feedback has been provided, and the results of those input sessions, along with the other input that has been received. In addition to the specific areas being considered, has identified some potential ordinance amendments relating to the MH Middle Housing zoning district standards based on public feedback. Concerns were identified relating to allowing Shared Housing uses (a use that allows more than one family to reside in a single dwelling unit) within all the areas being considered for City-initiated MH Middle Housing.

Mr. Ostrowski explained an option that would include creating an overlay district that would allow Shared Housing in specific areas only and removing the use out of the permitted uses within the MH Middle Housing. Therefore, a property that is zoned MH Middle Housing would also need the overlay district to allow Shared Housing. Another concern that has been raised is not allowing at least four (4) parking spaces per dwelling unit in the front yard. The current district standards require that parking be located in the rear yard when the required number of parking spaces exceeds three (3). While the

intent of the district is to create a more walkable pattern of lots, with buildings lining the streets, this standard may limit an applicant's desire to rezone a property to MH Middle Housing, when a property's current zoning district would allow four (4) spaces in the front yard. Mr. Ostrowski stated that this proposal amending the district standard to increase the maximum number of parking spaces in the front yard to no more than four (4). This would allow single-family uses to park in the front yard, if they choose, and require Shared Housing uses and other larger multiplex developments to park in the rear yard.

Recommended General Ordinance Changes

- Change parking requirements to allow up to four spaces in the front, instead of three.
- Remove Shared Housing uses from the permitted uses in MH Middle Housing and create a High Occupancy Overlay district to allow Shared Housing uses in certain areas only.

Map 1 – Recommendations

- Area B – Proceed with both MH and Overlay
- Area C – Remove from City-Initiated Rezoning
- Area D – Proceed with both MH and Overlay
- Area E – Proceed with both MH and Overlay
- Area F-G-H – Proceed with both MH and Overlay
- Area I – Proceed with both MH and Overlay

Map 2 – Recommendations

- Area L – Proceed with MH
- Area M – Proceed with both MH and Overlay
- Area N – Proceed with MH, but remove a portion on Lemon Tree Lane
- Area P-Q-R-S-T-U – Proceed with both MH and Overlay, except for areas on Colgate Circle and Stanford Circle where only proceed with MH
- Area V – Proceed with MH
- Area W – Proceed with both MH and Overlay
- Area X – Proceed with MH

Map 3 – Recommendations

- Area Y – Proceed with both MH and Overlay
- Area Z – Proceed with both MH and Overlay
- Area BB – Proceed with MH for Swiss Court and Chalet Court only, remove the remainder from City-Initiated Rezoning
- Area CC – Remove from City-Initiated Rezoning

Map 4 – Recommendations

- Area DD – Proceed with MH
- Area EE – Proceed with MH
- Area FF – Proceed with MH
- Area GG – Proceed with MH

Map 5 Recommendations

- Area HH – Proceed with MH
- Area II – Proceed with MH
- Area JJ-KK – Proceed with both MH and Overlay
- Area LL – Proceed with both MH and Overlay
- Area MM – Proceed with both MH and Overlay

Requested Direction

- Change parking requirements to allow up to four spaces in the front.

- Remove Shared Housing uses from the permitted uses in MH Middle Housing and create a High Occupancy Overlay district to allow Shared Housing uses in certain areas only.
- Map recommendations

Majority of Council directed staff to move forward with recommendations as presented with the understanding there will be more discussion on **Area P-Q-R-S-T-U – Proceed with both MH and Overlay, except for areas on Colgate Circle and Stanford Circle where direction was to only proceed with MH.**

8.2. Presentation, discussion, and possible action related to interest in a potential future Recreation Center and Convention Center in College Station.

Bryan Woods, City Manager, explained that this item is in response to a City Council request and is an opportunity for the Council to discuss the potential of a Recreation Center and/or a Convention Center in College Station. Mr. Woods provided comparison of size, cost to construct at the date of construction, and O&M of different city facilities: El Paso, TX – Eastside Rec Center, Bryan, TX – Legends Events Center, Allen, TX – Terrell Rec Center, Arlington, TX – Beacon Rec Center, TAMU Southside Rec Center, Athens, GA – The Classic Center, Waco Convention Center, Irving Convention Center, and McAllen Convention Center.

Considerations:

- Cost to Construct/O&M
- ROI/Community Value
- Partnerships
- Demand/Features
- Location
- Management

Next Steps

- Scope for study – consultant selected via RFQ.

At approximately 8:26 p.m., Mayor Nichols opened for Citizen Comments.

Cindy Robinson, College Station, came before Council to speak on behalf of James Murr to support the potential future Convention Center in College Station.

Charlie Lima with Boom Fit, College Station, came before Council not in support of a Recreation Center in College Station because it would compete with what he is trying to develop.

John Books, Bryan, came before Council to discuss what transportation connections the Council is looking at with a potential Convention Center.

Greg Stafford with Texas A&M Hotel and Conference Center, College Station, came before Council as an expert in the field of hotel and conference center management. He is in support of a potential convention center and stated he believes there is a demand but advised the council to seek outside management for its operations.

Steve Diniaco, CEO True Fit, College Station, came before Council to give a brief overview of True Fit and how a Recreation Center will put them at a disadvantage because they will have the same amenities.

Stephen Parker, College Station, came before Council on behalf of many gym owners and is not in support of a Recreation Center, which he believes will be detrimental to similar business in the area.

Susan Gipson, College Station, came to Council on behalf of the local Harley Davidson dealership in support of a Convention Center.

Tre Watson, College Station, came before the Council to state his support for a recreation center. He believes that this could be a community asset that could provide additional space when the Lincoln Center is overwhelmed with events.

There being no further comments, the Citizen Comments was closed at 8.51 p.m.

A consensus of Council indicated they would like a study with more information on the feasibility both Recreation Center and Conference Center.

At 9:05 p.m., the Mayor recessed the Council Meeting.

The Council Meeting reconvened at 9:15 p.m.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on the 2023-2024 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2023-2024.

Mary Ellen Leonard, Finance Director, stated that the Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the no-new-revenue tax rate, then that entity must call and hold a public hearing on the proposed tax rate.

Estimated Certified Taxable Values

- Total Estimated Certified Taxable Value
 - \$13,971,187,792
 - \$12,724,688,961 Final
- Under Review (Not Final) (8.9%)
 - Lower Value Used \$1,246,498,831
 - Taxable Under Protest \$1,591,754,299
- BCAD Required to use Lower Value Used
- Lower Value Used is then included in Tax Office Rate calculations.

Recommended Tax Rate: All Rates are in cents per \$100 assessed valuation.

Estimated for Proposed Budget

Certified by Tax Office

	FY23 Rate	Proposed Change	Proposed FY24	Change from Proposed to Certified	Rate Called FY24	Total Reduction in Tax Rate
Proposed Debt Service Fund	\$ 21.1441		\$ 21.1441	\$ 0.0001	\$ 21.1442	\$ 0.0001
Proposed General Fund	\$ 31.3172	\$ (1.0187)	\$ 30.2985	\$ (0.1341)	\$ 30.1644	\$ (1.1528)
Total Proposed Tax Rate	\$ 52.4613	\$ (1.0187)	\$ 51.4426	\$ (0.1340)	\$ 51.3086	\$ (1.1527)
No New Revenue Rate	\$ 47.5470		\$ 45.7681	\$ (0.2522)	\$ 45.5159	
Voter Approval Rate	\$ 53.7996		\$ 51.4893	\$ (0.1807)	\$ 51.3086	

Effect on Average Home

- Certified Average Home Price 2022 = \$326,076
- Certified Average Home Price 2023 = \$360,867
- Increase in Average Home Price = 10.7%
- Estimated Dollar Impact = \$141.00

At approximately 9:23 p.m., Mayor Nichols opened for Citizen Comments.

Lloyd Davis, College Station, came before Council to give his comments and suggestions on ways to lower the tax rate

There being no further comments, the Citizen Comments was closed at 9:27 p.m.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to move forward with the tax rate of 51.3086 and setting the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 24, 2023 at 6:00 pm at the City Hall Council Chambers. The motion carried unanimously.

Mayor Nichols announced the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 24, 2023 at 6:00 pm at the City Hall Council Chambers.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4453 amending Appendix A “Unified Development Ordinance,” Article 1 “General Provisions,” Article 2 “Development Review Bodies,” Article 3 “Development Review Procedures,” Article 4 “Zoning Districts,” Article 5 “District Purpose Statements and Supplemental Standards,” Article 6 “Use Regulations,” Article 7 “General Development Standards,” Article 8 “Subdivision Design and Improvements,” Article 9 “Nonconformities,” Article 10 “Enforcement,” and Article 11 “Definitions,” of the Code of Ordinances of the City of College Station, Texas, regarding formatting and content edits to the Unified Development Ordinance.

Matthew Ellis, Planning and Development Services, stated that this ordinance amendment provides needed updates to the Unified Development Ordinance (UDO) for consistency, readability, and accuracy. These edits are not for policy changes, but rather clean-up items.

Article 1. General Provisions

Highlighted changes:

- Reorganized the zoning district tables in Section 1.10. Transitional Provisions.

- Renamed WPC Wolf Pen Creek Development Corridor to WPC Wolf Pen Creek to match how the zoning district is referred to throughout the UDO.

Article 2. Development Review Bodies

Highlighted changes:

- Moved the Landmark Commission after the Design Review Board to align with the order of the review bodies in the table in Section 2.12. Summary of Review Authority.

Article 3. Development Review Procedures

Highlighted changes:

- Reordered sections in development order.
- Changed language to align with the practice of staff approving preliminary plans rather than the Planning and Zoning Commission.
- Consolidated Wolf Pen Creek Site Plan and Building/Sign Permit sections into existing sections for all site plans and building/sign permits.

Article 4. Zoning Districts

Highlighted changes:

- Reorganized the table of districts to align with the order of districts in Article 5. District Purpose Statements and Supplemental Standards.

Article 5. District Purpose Statements and Supplemental Standards

Highlighted changes:

- Reordered Sections 5.1. Residential Zoning Districts and 5.3. Non-Residential Zoning Districts in the order they are presented in the respective dimensional standards tables.
- Reformatted dimensional standards tables in Section 5.2. Residential Zoning District Dimensional Standards, including separating out the Dimensional Standards for Clustered Developments into its own table.
- Moved HP Historic Preservation Overlay under Section 5.10. Overlay Districts.

Article 6. Use Regulations

Highlighted changes:

- Reordered Section 6.4. Specific Use Standards in alphabetical order.

Article 7. General Development Standards

Highlighted changes:

- Reordered different sign regulations in Section 7.5. Signs in alphabetical order.
- Moved definitions from Section 7.14. Drainage and Stormwater Management to Article 11. Definitions.

Article 8. Subdivision Design and Improvements

Highlighted changes:

- Updated the Certificate of the County Clerk in Section 8.9. Certifications to follow their new approach to certification and recordation of plats.

Article 11. Definitions

Highlighted changes:

- Reordered some of the defined terms to make them easier to find.

The Planning and Zoning Commission at their 7/20/23 meeting voted 6-0 to recommend approval.

At approximately 9:45 p.m., Mayor Nichols opened the Public Hearing.

Benito Flores, College Station, came before Council to bring forward a discrepancy in the UDO in Sec. 6.4. Mr. Flores stated that he forwarded this information to staff a year, and nothing has been done at this time.

There being no further comments, the Public Hearing was closed at 9:48 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4453, amending Appendix A “Unified Development Ordinance,” Article 1 “General Provisions,” Article 2 “Development Review Bodies,” Article 3 “Development Review Procedures,” Article 4 “Zoning Districts,” Article 5 “District Purpose Statements and Supplemental Standards,” Article 6 “Use Regulations,” Article 7 “General Development Standards,” Article 8 “Subdivision Design and Improvements,” Article 9 “Nonconformities,” Article 10 “Enforcement,” and Article 11 “Definitions,” of the Code of Ordinances of the City of College Station, Texas, regarding formatting and content edits to the Unified Development Ordinance. The motion carried unanimously.

9.3 Public Hearing, presentation, discussion, and possible action regarding amendments to the Unified Development Ordinance No. 2023-4454 Sections 5.8.B Northgate Districts, 7.2 General Provisions, and 7.3 Off-Street Parking Standards to modify off-street parking and bicycle parking requirements.

Jesse Dimeolo, Planning and Development Services, stated that as part of the departments Plan of Work, the Planning and Zoning Commission requested that staff explore the option of reducing or eliminating off-street parking requirements for certain uses and/or areas and introducing parking maximums. Reducing and/or eliminating minimum parking requirements can have significant benefits for a community, such as allowing land that would otherwise be used for predominately empty parking lots to be used for more productive development or recreational areas; improving the walkability of a community; and reducing the cost of development. The major changes in the proposed ordinance amendment include reducing the minimum parking ratios for non-residential uses citywide, eliminating parking requirements in redevelopment areas for non-residential uses, implementing parking maximum ratios, and modifying bicycle parking requirements.

Currently, vehicular parking requirements and bicycle parking requirements are in two different sections of the UDO, with more emphasis being placed on automobiles. With the goal of building mobility equity into the UDO, it is proposed to have both modes of transportation shown in the off-street parking requirement chart in Section 7.3. This will make it easier for users to assess all parking requirements and place a stronger emphasis on alternative modes of transportation. Also, with reducing vehicular parking requirements citywide, bicycle parking requirements had to be reconsidered. Bicycle parking is now required per unit, whether it be gross square footage of a building or number of bedrooms, rather than providing spaces based on the number of vehicle spaces. Staff has discussed changes with external stakeholders like local real estate developers and engineering firms, other city departments, and the Bicycle, Pedestrian, and Greenways Advisory Board.

Staff has received good feedback from these groups, which has helped shape the proposed ordinance. Since the most recent Bicycle, Pedestrian, and Greenways Advisory Board meeting, some small changes were made to sections 5.8 and 7.3. These changes include:

- 5.8.B.6 - Allowing for tandem vehicle parking spaces to count for up to 10-percent of the required parking spaces when located in a parking structure in Northgate.
- 5.8.B.7 - Referencing the revised Off-Street Parking Standards section, and striking certain other standards in this section, as the revised standards are now higher in Section 7.3.
- 7.3.F - Ensuring that a certain number of bicycle parking spaces are located outside of a building for visitor use. If bicycle parking is located in the interior of a building, appropriate signage will need to be provided to help properly direct users.

The Bicycle, Pedestrian, and Greenways Advisory Board heard this item at their June 5, 2023 meeting and voted unanimously to recommend approval of the ordinance changes with a suggestion to clarify verbiage in the opening paragraph of Section 7.3 regarding parking areas. The proposed ordinance attached includes the suggested changes. The Planning and Zoning Commission heard this item at their July 20, 2023 meeting and voted unanimously to recommend approval of the ordinance amendment with allowing multiple-family uses to park at 75% of the required parking ratio in redevelopment areas, which is the same requirement as in Northgate. Shared housing uses will be required to park at 100% of the required parking ratio. The proposed ordinance attached reflects this recommendation.

At approximately 10:09 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:09 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4454, amendments to the Unified Development Ordinance Sections 5.8.B Northgate Districts, 7.2 General Provisions, and 7.3 Off-Street Parking Standards to modify off-street parking and bicycle parking requirements. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding a Community Development Block Grant funding agreement with Elder Aid, Inc. in the amount of \$170,000 for the acquisition of 700 Pasler and presentation, discussion, and possible action regarding a HOME Investment Partnership Program funding agreement with Elder Aid, Inc. in the amount of \$189,650 for the construction of a single-family house on the lot at 700 Pasler.

Virgil Eric Barton, Community Services, stated that the 2020-2024 adopted Community Development Consolidated Plan and the 2023 Annual Action Plan identified the need to work with partners for the development of affordable housing for both homeowners and renters. Staff released a 2023 Affordable Housing Development Funding Request for Proposal (RFP) on April 14, 2023. Three (3) proposals were received in response to the RFP. Staff recommends the approval of two (2) funding agreements with Elder Aid: A Community Development Block Grant funding agreement in the amount of \$170,000 for the acquisition of 700 Pasler and a HOME Investment Partnership Program funding agreement in the amount of \$189,650 for the new construction of a single-family home that will be used as an elderly rental unit for households at or below 60% of the area median income. The HOME agreement also includes a Developer's Fee for the agency to manage the rental units.

Mr. Barton explained that Elder Aid works to minimize the stress to the elderly as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible. Elder Aid has partnered with the City of College Station since 2015 and has received \$2,515,518 to purchase 11 duplexes in College Station

that created 22 affordable rental units for low-income elderly households. Elder Aid has successfully utilized the new construction model with funding from the City of Bryan through Community Development funds for many years. Due to challenges in locating duplexes for sale at reasonable prices or finding sellers who are willing to accept a delayed closing date due to federal requirements, Elder Aid will construct a new rental home at 700 Pasler.

Staff recommends that City Council approve two funding agreements with Elder Aid for the acquisition of 700 Pasler and the construction of a house to be used as an elderly rental unit.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to deny a Community Development Block Grant funding agreement with Elder Aid, Inc. in the amount of \$170,000 for the acquisition of 700 Pasler and presentation, discussion, and possible action regarding a HOME Investment Partnership Program funding agreement with Elder Aid, Inc. in the amount of \$189,650 for the construction of a single-family house on the lot at 700 Pasler. Council directed staff to investigate other avenues to spend the move more efficiently. The motion carried unanimously.

9.5. Presentation, discussion, and possible action regarding the creation of a Housing Action Plan Steering Committee to advise and provide community input on the Housing Action Plan.

David Brower, Community Services, stated that at the July 13, 2023 City Council meeting staff brought forward the plan to develop a Housing Action Plan to identify various tools and programs to create more housing opportunities in College Station for the local workforce and the low-to-moderate income population. This plan will support the impactful implementation of the Comprehensive Plan, specifically actions:

- 2.3 - create incentives and programs to revitalize existing areas and established neighborhoods; and
- 3.4 - expand affordable housing and workforce housing and support efforts, programs, and incentives aimed at developing affordable housing stock and low- and moderate- income citizens to secure affordable homeownership and/or rental opportunities; and
- 3.6 - develop and refine data monitoring processes to analyze housing trends and define a strategic set of actions to address housing affordability, diversity, and gentrification; and
- 3.9 - continue partnering with local nonprofit organizations and area partners to support affordable housing options.

Mr. Brower explained that the plan development process will include identifying existing conditions, research of incentives and programs across the country and the state, robust public engagement, and development of a plan that will include tools and programs for the City and partners to develop and expand access to affordable housing opportunities. The creation of a steering committee will help give staff direction and engage stakeholders in more consistent ways throughout the planning process.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the creation of a Housing Action Plan Steering Committee to advise and provide community input on the Housing Action Plan. The motion carried unanimously.

9.6. Presentation, discussion, and possible action regarding Ordinance No. 2023-4055 prohibiting commercial motor vehicle parking in certain areas by amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," Section 38-45 "Parking Regulations for Certain Described Areas," and Section 38-79 "Civil Fines, Costs and Fees,"

adding, in Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1016 "Traffic Schedule XVI, No Commercial Motor Vehicle or Trailer Parking," to the Code of Ordinances of the City of College Station, Texas, to prohibit commercial motor vehicles and trailers from parking along the south side of Ponderosa Drive, providing a severability clause; declaring a penalty; providing an effective date; and repealing Ordinance 2023-4449.

Emily Fisher, Public Works Director, stated that the proposed ordinance will prohibit commercial motor vehicles and trailers from parking on the south side of Ponderosa, while allowing for other vehicles to park. Commercial motor vehicles are defined as any vehicles that have a gross combination weight or a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight or a gross vehicle weight rating of more than 10,001 pounds. The proposed ordinance also adds language classifying trailers as commercial motor vehicles. Box type trucks such as delivery or moving trucks are not considered commercial motor vehicles. The proposed ordinance includes adding language to Chapter 38, Article II, Section 38-45 (Exhibit A), a version of this section showing the revisions is attached. The proposed ordinance will also add a fine to Chapter 38, Article II, Section 38-79 (Exhibit B), and will add a new section, 38-1016, to Chapter 38, Article VI (Exhibit C). Finally, the proposed ordinance will repeal Ordinance 2023-4449. The currently placed "No Parking" signs will be replaced with "No Truck Parking" signs if the proposed ordinance is approved. For the purpose of signage, truck is defined the same as commercial motor vehicles and trailers as described in Sec. 38-45 (b) of the proposed ordinance. Public Works will replace the "No Parking" signs with "No Truck Parking". The cost of the signs is included in the Public Works Traffic Operations budget. The signs that are removed will be able to be reused. The signs cost approximately \$100 each for a total cost between \$600 and \$700.

At approximately 10:50 p.m., Mayor Nichols opened for Citizen Comments.

Danial Steels, College Station, came before Council to speak as a truck driver who would be at a loss to find parking nearby that would be convenient for him.

Jessica Steels, College Station, came before Council as the partner of the previous speaker to reiterate the hardship it would create for their household.

Dan Daniel, College Station, came before Council and stated that both sides of Ponderosa need to be closed or the problem just moves to the other side of the street.

Musa Bangura, College Station, came before council to express how hard it is to find parking already and this creates difficulty for those in his profession.

There being no further comments, the Citizen Comments was closed at 11:04 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Maloney the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to adopt Ordinance No. 2023-4455, prohibiting commercial motor vehicle parking in certain areas by amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," Section 38-45 "Parking Regulations for Certain Described Areas," and Section 38-79 "Civil Fines, Costs and Fees," adding, in Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1016 "Traffic Schedule XVI, No Commercial Motor Vehicle or Trailer Parking," to the Code of Ordinances of the City of College Station, Texas, to prohibit commercial motor vehicles and trailers from parking along the south side of Ponderosa Drive, providing a severability clause; declaring a penalty; providing an effective date; and repealing Ordinance 2023-4449. The motion carried.

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 salutory recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

No items of Community Interest to report on at this time.

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)

Nothing to report at this time.

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.

No future items at this time.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:08 p.m. on Thursday, August 10, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

August 24, 2023

Item No. 6.2.

Contract for 2023 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of \$122,535 for the 2023 TAMU Football Post Game Day Traffic Control.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends awarding the contract to Buyers Barricades Houston, LLC.

Summary: Following each Texas A&M University (TAMU) home football game, Public Works, working with other city departments, manages the deployment of traffic control devices to increase the capacity of roadways, allowing game day traffic to exit efficiently. The Traffic Engineering Division works with the Texas Transportation Institute and TAMU Transportation Services to develop a traffic control plan both on campus and off campus to move traffic away from Kyle Field following each game. This includes closing some roadway access points as well as the addition of contra-flow lanes along FM 2154 (Wellborn Road). This operation requires the deployment of traffic control devices during the game and collection of devices after traffic clears. The city provides all traffic control devices but utilizes contractors for the deployment, using Buyers Barricades Houston, LLC for the past several years.

TAMU is responsible for all traffic control on campus, while the city is responsible for traffic control off campus. Through an interlocal agreement, TAMU does participate financially in the deployment of off-campus traffic control. The agreement, approved in September of 2021, specifies TAMU's participation as the lesser of either one-half of the deployment costs per year or a not to exceed amount of \$57,000 per year. The city invoices TAMU after the final home football game each season. Since the total amount of this year's contract is \$122,535, TAMU's portion will be \$57,000, assuming the full amount is utilized. The interlocal agreement has a five (5) year term, expiring in 2026.

This general services contract was procured through contract 703-23 of the BuyBoard Purchasing Cooperative.

Budget & Financial Summary: The budget for the deployment of traffic control has been included in both the FY23 and FY24 Street Maintenance budgets.

Attachments:

1. Contract 23300675



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300675 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas A&M Football Gameday Traffic Control Deployment and Pick-up (7 Games)

Name of Contractor: Buyers Barricades

CONTRACT TOTAL VALUE: \$ 122,535.00

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

Debarment Check ☐ Yes ☐ No ☐ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

The funding for this project will be taken from the streets Division account number: 10010740-5315. The cost estimate is \$122,535.00

QUOTE is associated with BUYBOARD Contract #703-23.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 8/24/23 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Foster
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/7/2023
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

DATE

MAYOR (if applicable)

DATE

N/A

DATE

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 Buyers Barricades Houston, LLC (the “Contractor”), for the following work:
TAMU Post Game day Traffic Control for the 2023 Football Season (7 Games)
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 TWENTY-TWO THOUSAND FIVE HUNDRED THIRTY-FIVE and 00 /100 Dollars
(\$122,535.00).

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:
November 25th, 2023.

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

Buyers Barricades Houston, LLC

Attn: Marshall Wallace

Attn: Michael Cooper

PO BOX 9960

P.O. Box 733731

1101 Texas Ave

Dallas, TX 75373

College Station, TX 77842

mwallace@cstx.gov

michael@buyersbarricades.com

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

Buyers Barricades Houston, LLC

CITY OF COLLEGE STATION

By: Michael Cooper

Printed Name: Michael Cooper

Title: Project Manager

Date: 8/2/2023

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

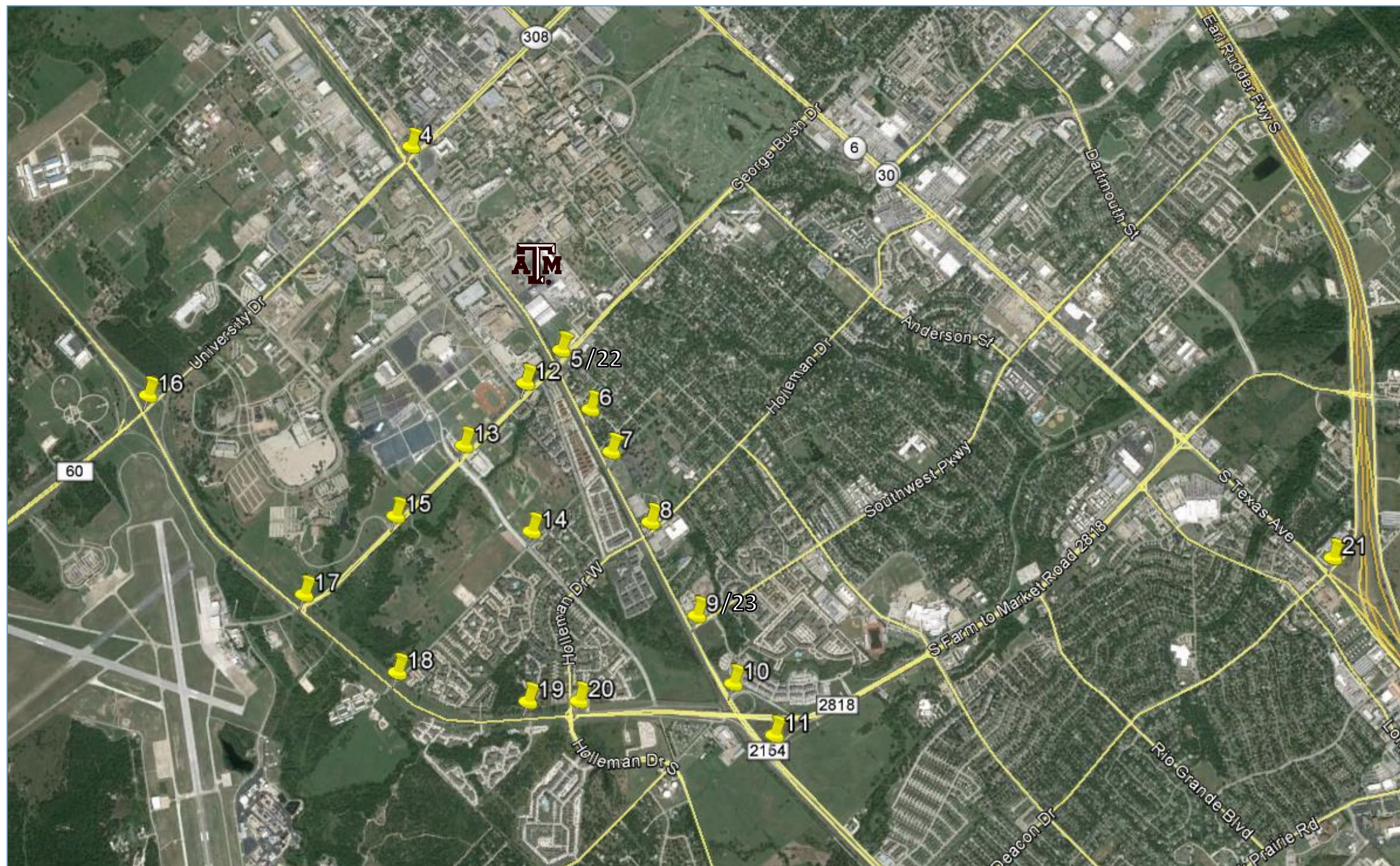
Date: _____

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.

This contract is for deploying and removing traffic devices at the locations specified in the Traffic Control Plan as well as returning the devices to the Public Works Operations Center. Signs, barricades and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

See attached Texas A&M Football Post Game Traffic Control Plan as part of Exhibit A.
Reference BuyBoard Contract #703-23.



INDEX OF SHEETS

1. Title Sheet
- 2A. General Notes & Deployment Plan
- 2B. Removal Plan
3. Specifications
- 4A. Wellborn Road at University Drive
- 4B. Wellborn Road at University Drive
5. Wellborn Road at George Bush Drive
6. Wellborn Road at Fidelity Street
7. Wellborn Road at Luther Street
8. Wellborn Road at Holleman Drive
9. Wellborn Road at Southwest Parkway
10. Wellborn Road at FM 2818 north intersection
11. Wellborn Road at FM 2818 south intersection
12. George Bush Drive at Olsen Blvd
13. George Bush Drive at Penberthy Drive
14. Luther Street at Penberthy Drive
15. George Bush Drive at Barbara Bush Drive
16. FM 2818 at Raymond Stotzer Pkwy
17. FM 2818 at George Bush Drive
18. FM 2818 at Luther Street
19. FM 2818 at west of Holleman Drive
20. FM 2818 at Holleman Drive
21. Texas Avenue at Deacon Drive
22. Wellborn Road at George Bush Drive Modification
23. Wellborn Road at Southwest Parkway Modification
- 24.– 37. TxDOT Standard Sheets

Texas A&M Football Post Game Traffic Control Plan

In partnership between:



SHEET 1

General Notes

1. Necessary Operational Procedures:
 - a. Premark locations of traffic control devices with water based paint and maintain as needed. It is anticipated that most markings will not need to be remarked.
 - b. Traffic control devices included in this contract shall be picked up at the Public Works Operations Center on King Cole Drive before each TAMU football game. Pick-up times shall be coordinated with the Streets Manager or their designee.
 - c. Traffic control devices shall be deployed in accordance with the provided Deployment Plan. Any modifications to the plan must be discussed in advance and approved by the City.
 - d. Traffic control devices included in the plans may be staged, but not deployed until the start of the second quarter of the football game. This means that devices shall not be placed in the roadway and signs shall not be visible to traffic until the start of the second quarter of the football game. (One exception is noted at Texas/Deacon).
 - e. Set-up cones, panels, and barricades in accordance with Traffic Control Plan.
 - f. Set-up temporary signs called out in the Traffic Control Plan.
 - g. All temporary traffic control devices (except those to be placed in a signalized intersection) shall be in place and ready for post-game traffic operations by the beginning of the fourth quarter of the TAMU football game. Traffic control devices to be placed in a signalized intersection are to be placed per the plans once the traffic signal is in a flashing operation or a City of College Station representative provides direction to do so. The intersections of George Bush/Wellborn Road, George Bush/Olsen Blvd and FM 2818/Holleman Drive shall not have traffic control devices placed in the intersection until a College Station Police Officer arrives and provides the direction to do so.
 - h. All temporary traffic control devices shall remain in place and maintained by the contractor until notified by a College Station representative, typically the College Station Police Officer in-charge of the post football game traffic operations. It is anticipated that removal of the devices will begin 2 hours after the football game ends; however, this is an estimate for informational purposes only and does not restrict or limit the City of College Station representative's decision regarding the duration of the post football game traffic operations.
 - i. All temporary traffic control devices will be removed when instructed in an orderly manner in accordance with the provided Removal Plan. Any modifications to the plan must be discussed in advance and approved by the City.
 - j. All traffic control devices included in this contract shall be picked up and returned to the Public Works Operations Center on King Cole Drive after each TAMU football game. Drop-off times shall be coordinated with the Streets Manager or his designee.
2. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards. Sign Designs sheet shows the design formation for the Dual Right Turn sign, Left and Right Only sign, Bus Only Lane sign, Right Turn Only sign and U Turn sign.
3. Any variations to the traffic control plan shall be approved by the City Traffic Engineer.
4. Contractor shall provide at least limited access to all businesses and residences along roadway at all times.

General Notes (cont.)

5. Unless specified elsewhere in the plans, all signs shall be the standard size for conventional roads, per the TMUTCD.
6. All Portable Changeable Message Signs (PCMS) will be deployed, activated, deactivated, and returned to the Public Works Operations Center by Public Works employees. These plans do not include the need of the contractor's forces to assist or be responsible for the PCMS.
7. Contractor will be required to provide radios to communicate with personnel as well as with the City.
8. Contractor shall follow the provided plan unless directed otherwise by the Incident Commander, Streets Manager, or City Traffic Engineer.
9. Contractor shall stage vehicles in locations specified in the plans or as directed by the City during the pre-deployment meeting.

Deployment Plan

Texas @ Deacon

Close off turn lane at start of game.

West Luther @ FM 2818 (half time)

- Close left turn lane from westbound W. Luther
- Close left turn lane from NB FM 2818
- Close left turn lane from SB FM 2818 leaving gap in cones for bus to turn left.

West Luther @ Penberthy

- Close NB Penberthy at West Luther at the start of the 3rd quarter.

Penberthy @ Lot 63 driveway

- Close northbound Penberthy at the start of the 3rd quarter and deploy barricades across portion of southbound Penberthy at start of 4th quarter.

FM 2818 @ Stotzer Parkway (half time)

- Close northbound exit ramp to Stotzer
- Close ramp from WB Stotzer to SB FM 2818 (if needed – this is a game-to-game decision)

FM 2818 @ Holleman South

- All traffic control devices will be placed at the beginning of the 4th quarter with officers on site.

Wellborn Rd. @ University (half time)

- Close exit ramp from eastbound University.
- Close exit ramp from northbound Wellborn to eastbound University
- Close left turn lane from southbound Wellborn to eastbound University

Deployment Plan (cont.)

Wellborn Road

Start placing traffic control devices on Wellborn Rd. at FM 2818 going north at the beginning of the second quarter. All devices are to be deployed and ready for operation when traffic control at George Bush/Wellborn Road is activated and officers are ready to move traffic.

Holleman @ Wellborn

Stage all traffic control devices and wait until 4th quarter to deploy.

George Bush Drive: The details below are designed to allow transit operations to continue during all portions of the deployment operation; the order and timing of intersection closing is important.

Median Openings of George Bush between Olsen Blvd and Barbara Bush Drive

- Median openings at Barbara Bush and the Pearce Pavilion can be closed at half time.
- Median opening at Reed House can be closed just before Penberthy closure

George Bush @ FM 2818

- Stage all traffic control devices and wait until 4th quarter to close off intersection.

Stage all traffic control devices at Penberthy, Olsen and Marion Pugh intersections and wait until 4th quarter. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy remaining George Bush traffic control and George Bush/Wellborn intersection at some time during 4th quarter. When decision is made:

1. Close George Bush @ FM 2818
2. Close George Bush median opening at Reed House
3. Close Olsen Blvd – set up dual right turn from southbound Olsen to westbound George Bush; allow any westbound George Bush traffic to proceed west. Officers must be at the Olsen and Marion Pugh intersections before being closed.
4. Set up Marion Pugh intersection and two-way flow to Callaway House
 - a. Texas A&M Transit will continue normal operations until beginning of Step 5; buses will wait in westbound George Bush curb lane
5. George Bush @ Penberthy
 - Close Penberthy median opening.
6. Begin George Bush contraflow operations – VIP traffic (only) allowed across railroad tracks on westbound George Bush and moves to eastbound Bush Drive roadway at Olsen Blvd intersection.

George Bush @ Wellborn Rd.

Stage all traffic control devices and wait until 4th quarter. Officers must be at the intersection before closing. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy George Bush/Wellborn intersection traffic control at some time during 4th quarter. As noted by the arrow on the plan sheet, there will be eastbound and westbound bus only lanes along George Bush Drive. The eastbound bus only lane will cross between the cones used to delineate the southbound Wellborn Road travel lanes through the intersection. The two cones on either side of the eastbound bus only lane need to be spaced 10 ft apart. The remainder of the cones are to be spaced per the plan sheet. Center of George Bush median to be closed at halftime, close everything along the center of George Bush Dr. Penberthy intersection will be the exception, and left open until the beginning of the 4th quarter.

Removal Plan

While it is not required, it is anticipated that 3 to 4 crews will be needed to quickly pick up the traffic control devices. Below is the plan for picking up the traffic control devices. Alternatives for more efficient methods of picking up the traffic control devices must be submitted to the City for approval. However, the pick-up of the traffic control devices does not start until the City of College Station representative provides the instruction to do so. A contractor representative should be with the College Station representative, or at least be available by radio to receive the go ahead to begin the pickup process.

Crew #1

A crew should start picking up the traffic control devices at the Wellborn Road and University Drive intersection, then travel to the Stotzer Blvd/FM 2818 interchange to pick up grabber cones at the westbound to southbound FM 2818 ramp. Then, work down to the northbound FM 2818 exit ramp to FM 60 and pick up the devices. After this area has been picked up, the crew can pick up the traffic control devices at the FM 2818/Luther intersection followed by the Luther/Penberthy intersection. The crew should continue north on Penberthy picking up the traffic control devices along the way. If needed, this crew can assist Crew #3 in picking up the devices along George Bush, but only after Crew #3 arrives at the George Bush/Penberthy intersection.

Crews #2 & #3

Two crews should be ready to start picking up the traffic control devices at the Wellborn Road and George Bush intersection because you will need to be able to clear the intersection within 7 minutes after receiving the go ahead from the College Station representative at the intersection. The crew will remove the traffic control devices on the north intersection leg. Then College Station Police Officers will shut down the intersection by stopping all traffic approaching the intersection. The crews will have 2 minutes to pick up the devices between the two southbound travel lanes through the intersection and on the south leg. After this, the southbound traffic will be released to proceed through the intersection toward FM 2818. During the time between minutes 2 and 7, Crew #2 will finish picking up the traffic control devices in the intersection. Crew #2 will then move to the east side of the intersection while officers allow Bush traffic to turn from westbound to southbound for a few minutes. Crew #2 will then pick up devices on east side of intersection while officers hold George Bush traffic. Crew #3 begins picking up the traffic control devices on the west leg of George Bush between Wellborn Road and Olsen Drive (Crew 3 needs to be positioned on George Bush, west of Wellborn Road and out of the intersection before the 2 minutes have expired).

Note, the barricades at the track for westbound traffic shall stay in place until all of the traffic control devices between Wellborn Road and Olsen Drive have been picked up – a member of Crew #3 can circle back to pick up these devices before rejoining the crew to pick up the remaining traffic control devices on George Bush Drive.

Crew #2

Will continue picking up the devices on Wellborn Road toward FM 2818. Once this crew is south of the Bush/Wellborn intersection (at the end of 7 minutes), the traffic on George Bush will be released and allowed to turn onto southbound Wellborn Road toward FM 2818 and signals will return to normal operation.

Crew #3

Will then drive west in the eastbound lanes (counter flow) and remove traffic control at Penberthy/George Bush intersection. Crew #3 will continue westbound in the eastbound lanes and remove traffic control at Reed House and Barbara Bush median opening. Crew #3 will continue west in the eastbound George Bush lanes (still traveling counter flow) to the George Bush/FM 2818 intersection and remove devices. Crew #3 will return eastbound in the (now open) eastbound lanes to pick up traffic control at the Pearce Pavilion median.

Crew #4

This crew should start on the east side of the Wellborn Road and Holleman intersection picking up the traffic control devices and move to the west side. They will then travel to the FM 2818/Holleman Drive intersection to pick up the traffic control devices there. After completing these areas, the crew can remove the traffic control devices at the Texas Ave/Deacon Dr. intersection.

ITEM 502

BARRICADES, SIGNS, TRAFFIC HANDLING, AND MOBILIZATION

502.1. Description. Provide, install, move, replace, maintain, clean, and remove upon completion of the post special event traffic control effort as established by a City of College Station representative all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed. Mobilization costs (i.e., the movement of personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items) and attendance to a debriefing meeting during the week following each TAMU football game will be considered subsidiary to this item.

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Texas Department of Transportation Traffic Operations Division.

A. Implementation. Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone, on site during the special event, and able to respond to emergencies 24 hours per day during the event. Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb. Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the City of College Station representative. Minor adjustments to meet field constructability and visibility are allowed. Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, to the Engineer for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL. Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible, and that retroreflective characteristics meet requirements during darkness and rain.

B. Flaggers. Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council, or other approved organizations, if flagging operations are necessary or required. Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TMUTCD.

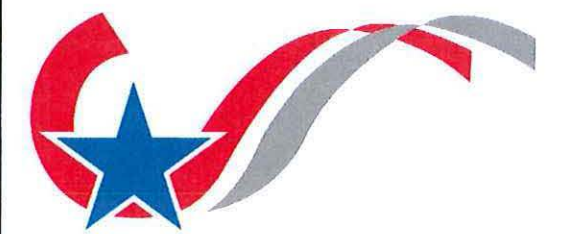
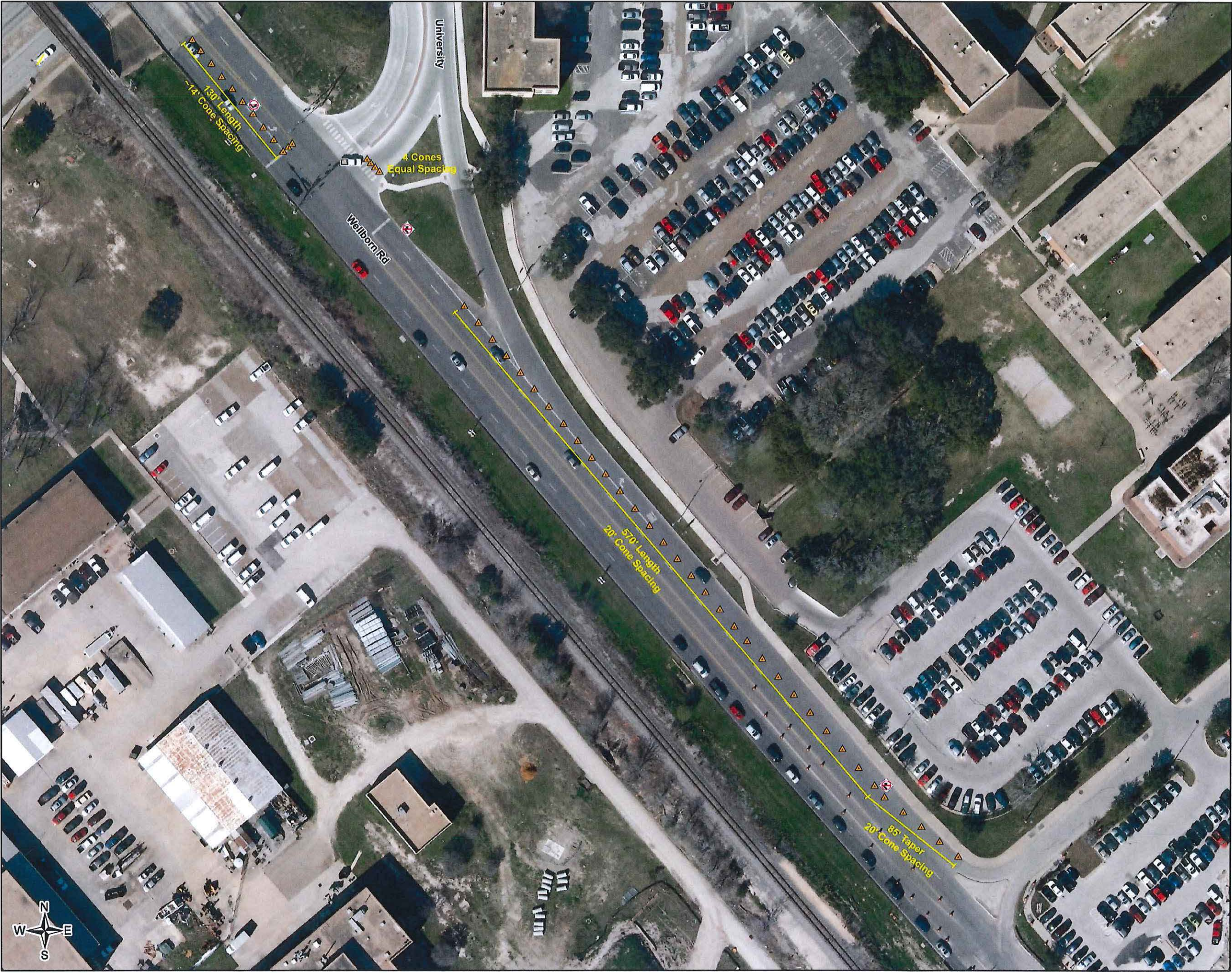
C. Removal. Upon completion of the post special event traffic control effort as established by a City of College Station representative, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling, unless otherwise shown on the plans.

502.3. Measurement. This Item will be measured by the lump sum for each special event.

502.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling" for the date of the specified special event. This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, incidentals, and mobilization needed for the individually specified special event.



SHEET 3

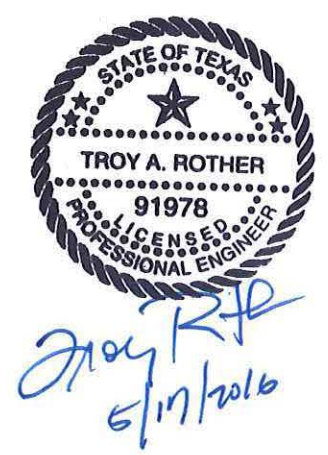


CITY OF COLLEGE STATION
Home of Texas A&M University®
Game Day Traffic Control
Wellborn Road
and University Drive

Legend/Supply Totals

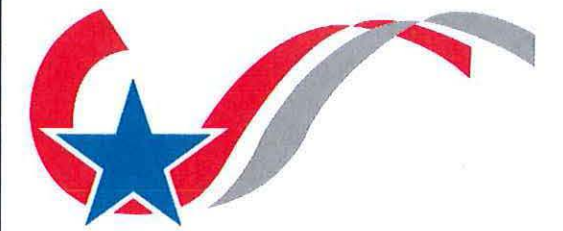
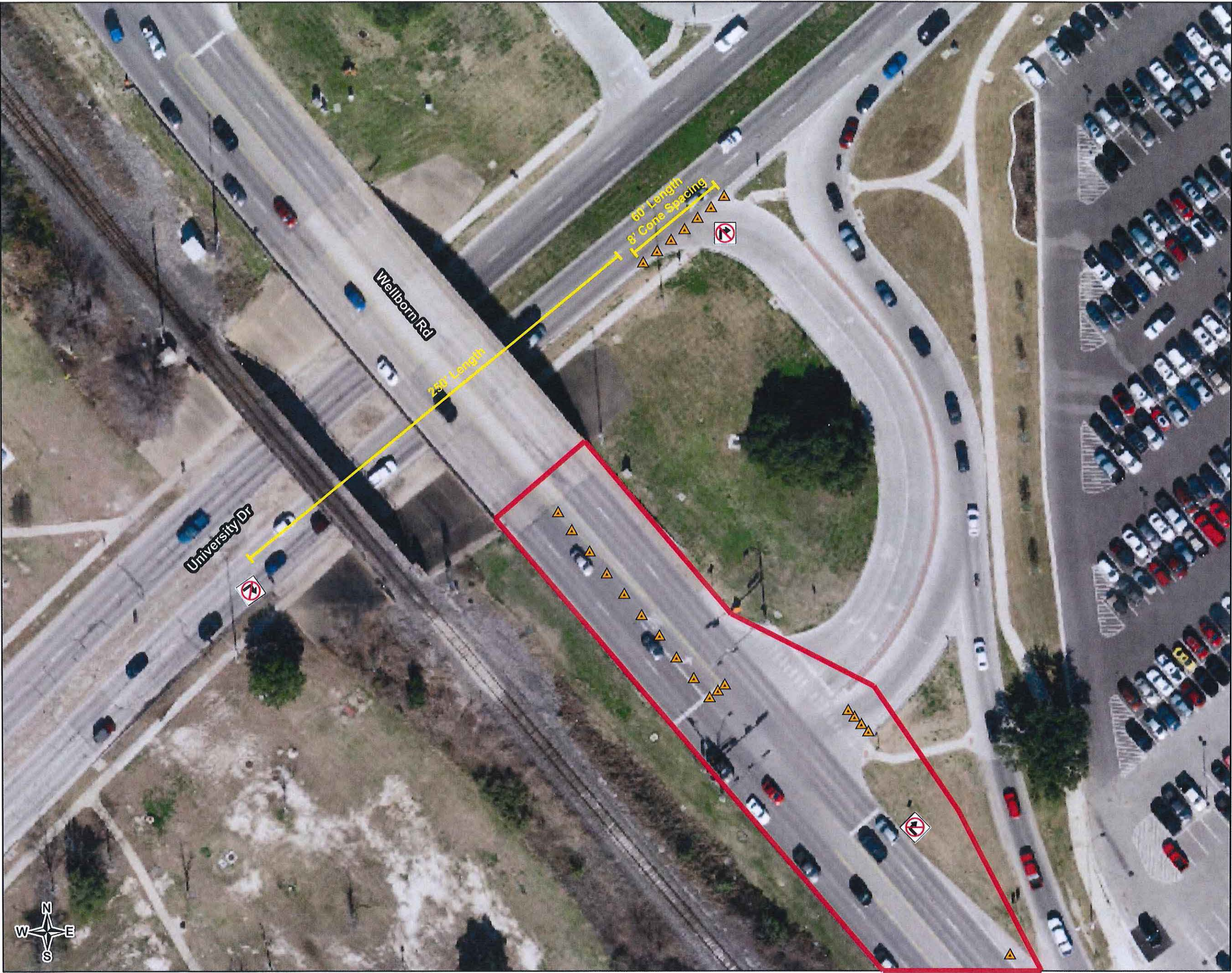
- ▲ 50 x Cones
- ⊘ 2 x No Right Turn Sign w/ Temporary Support
- ⊘ 1 x No Left Turn Sign

Sheet 4-A



NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

Page 39 of 506



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

**Wellborn Road
and University Drive**

Legend/Supply Totals

▲ 7 x Cones

⊘ 2 x No Right Turn Sign w/ Temporary Support

Sheet 4-B



Troy Rother
5/17/2010

NOTE: All signs and cones seen within this boundary are shown on Sheet 4-A.

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

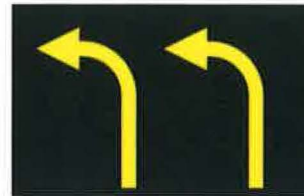
Modification 1: See sheet 22.



For Modification 1 Only.

(PCMS to be installed by City of College Station forces)

PCMS Phase I



PCMS Phase II

USE TWO LANES AT WELLBORN

WELLBORN RD. At George Bush



APPROX. SCALE

50 ft

SHEET 5

Revised 6/13/2017

PCMS Phase I

NO TURNS
AT
G BUSH

(PCMS to be installed by City of College Station forces)

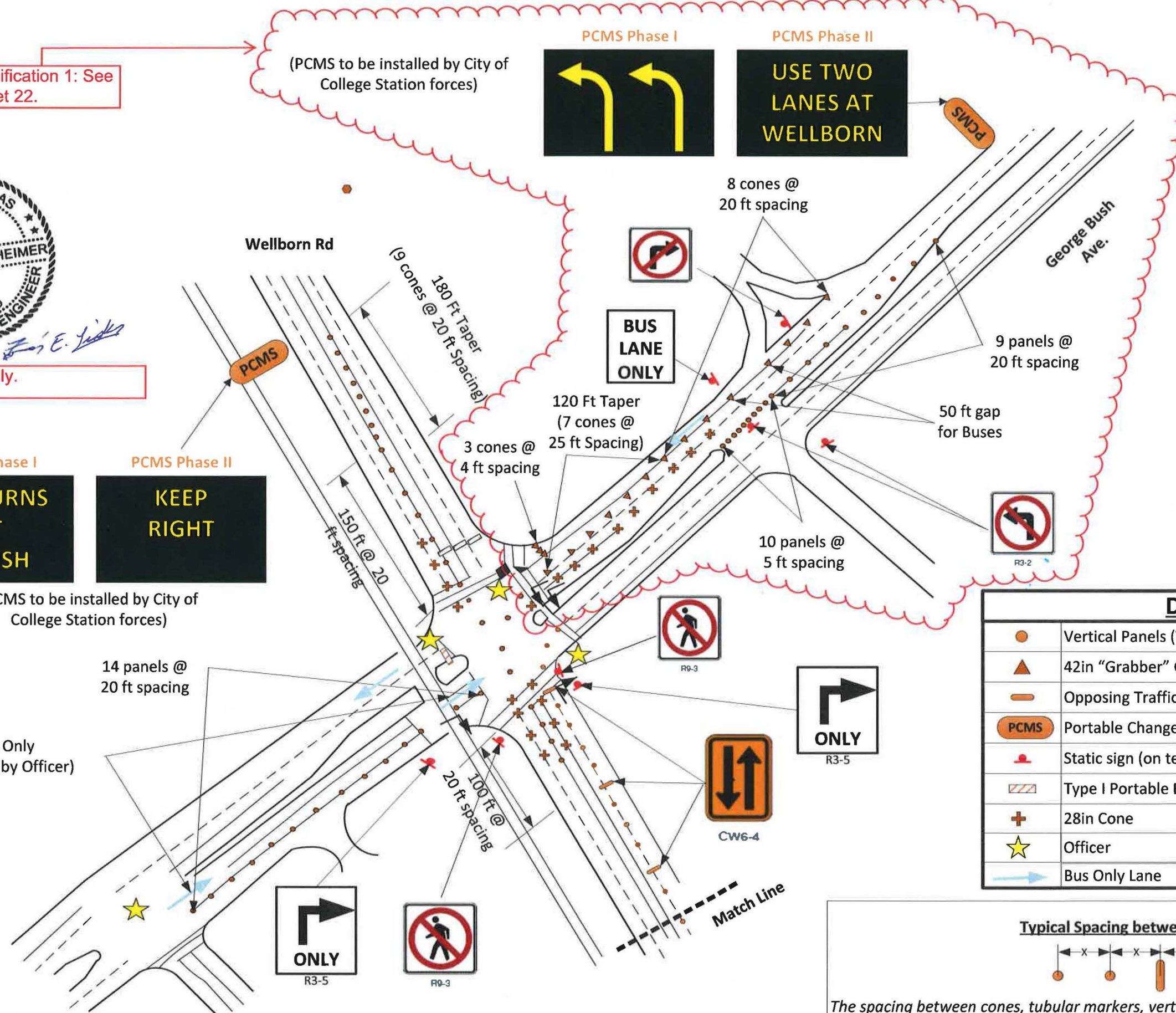
PCMS Phase II

KEEP
RIGHT

14 panels @
20 ft spacing

Buses Only
(Controlled by Officer)

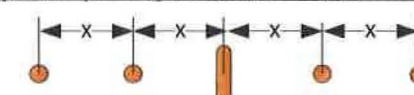
Marion Pugh



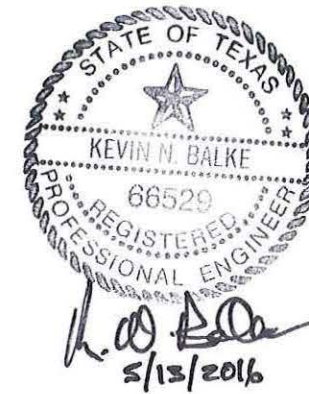
LEGEND

DEVICE		QNTY
	Vertical Panels (VPs) or 42in "Grabber" Cone	65
	42in "Grabber" Cone	20
	Opposing Traffic Lane Dividers (OTLDs)	4
	Portable Changeable Message Signs (PCMS)	2
	Static sign (on temporary support)	8
	Type I Portable Barricade	4
	28in Cone	22
	Officer	4
	Bus Only Lane	

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.



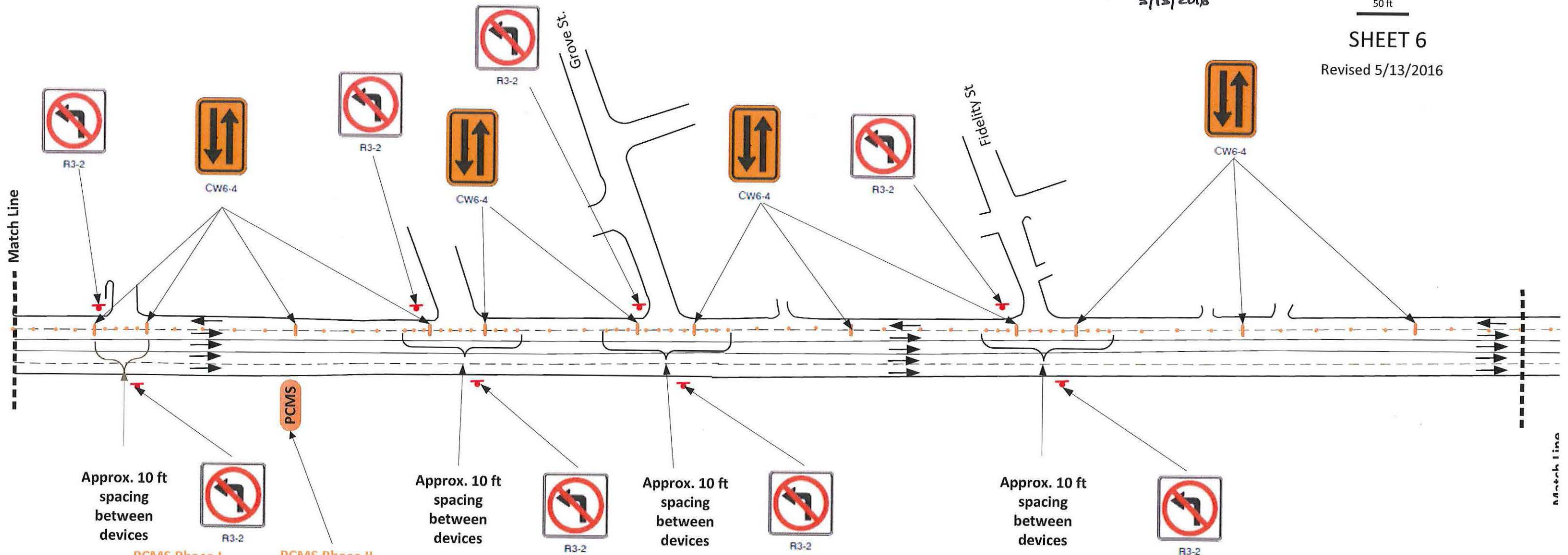
WELLBORN RD. At Fidelity



APPROX. SCALE
50 ft

SHEET 6

Revised 5/13/2016

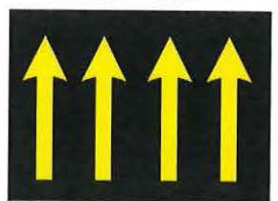


Approx. 10 ft
spacing
between
devices



PCMS Phase I

PCMS Phase II



**USE
FOUR
LANES**

(PCMS to be installed by City of
College Station forces)

Approx. 10 ft
spacing
between
devices



Approx. 10 ft
spacing
between
devices



Approx. 10 ft
spacing
between
devices



Typical Spacing between VPs and OTLDs

The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

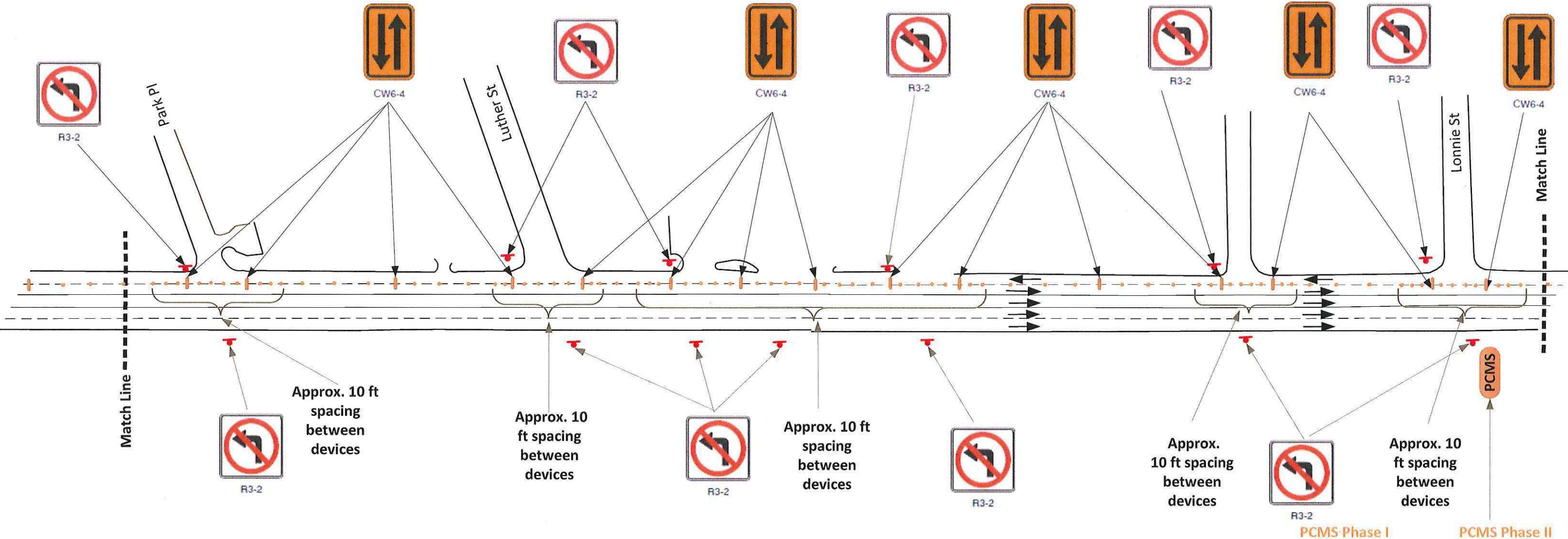
DEVICE		QNTY
	Vertical Panels (VPs) or 42in "Grabber" Cone	63
	42in "Grabber" Cone	-
	Opposing Traffic Lane Dividers (OTLDs)	12
	Portable Changeable Message Signs (PCMS)	1
	Static sign (on temporary support)	8
	Type III Portable Barricade	-

WELLBORN RD.
At Luther St.

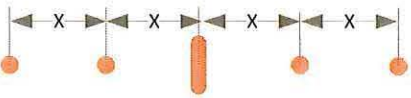


APPROX. SCALE
50 ft

SHEET 7
Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
● Vertical Panels (VPs) or 42in "Grabber" Cone	75
▲ 42in "Grabber" Cone	-
— Opposing Traffic Lane Dividers (OTLDs)	15
PCMS Portable Changeable Message Signs (PCMS)	1
Static sign (on temporary support)	13
Type III Portable Barricade	-

PCMS Phase I PCMS Phase II



(PCMS to be installed by City of College Station forces)



WELLBORN RD. At Holleman Dr.

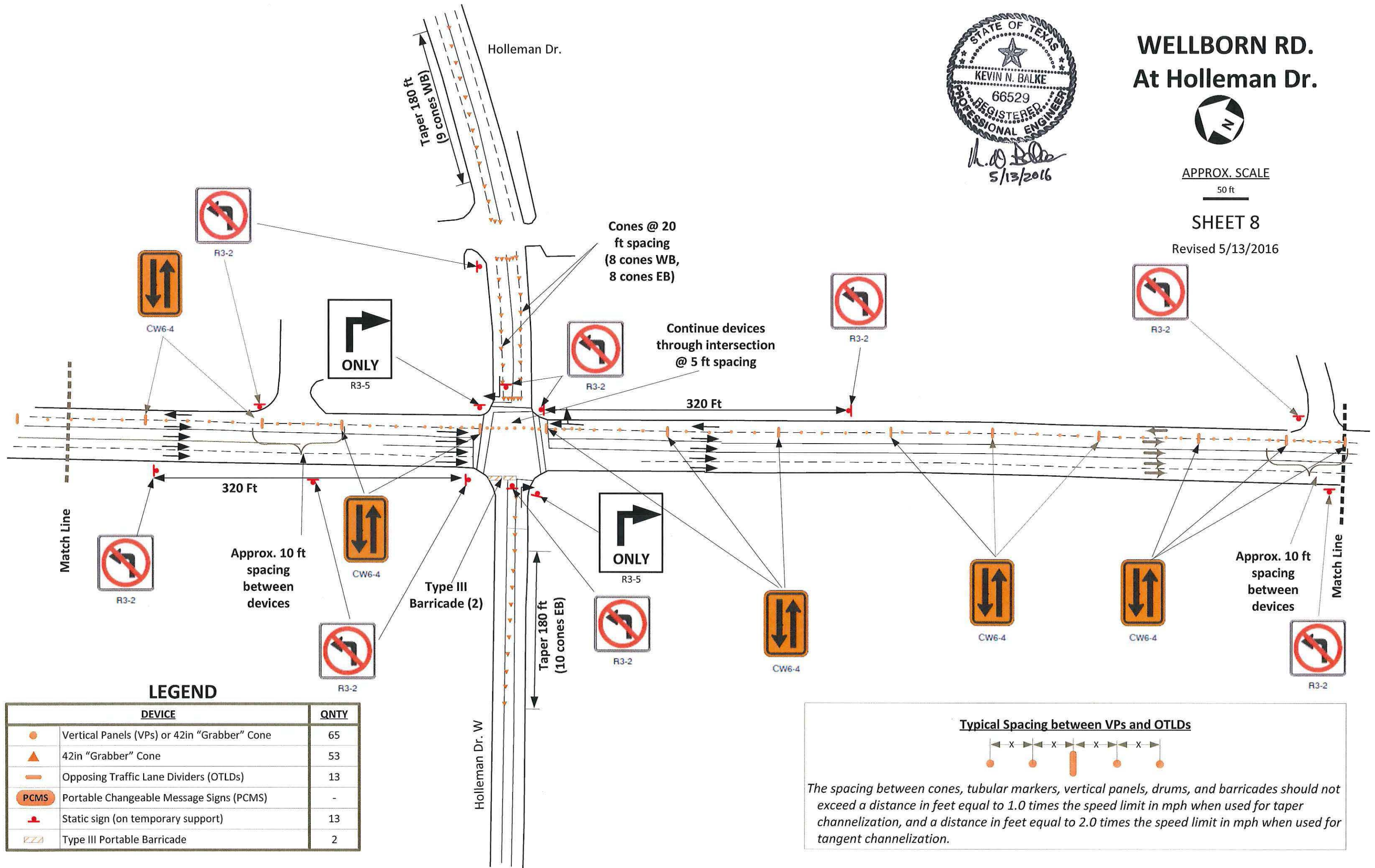


APPROX. SCALE

50 ft

SHEET 8

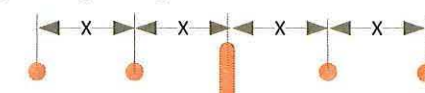
Revised 5/13/2016



LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber" Cone	65
42in "Grabber" Cone	53
Opposing Traffic Lane Dividers (OTLDs)	13
PCMS	-
Static sign (on temporary support)	13
Type III Portable Barricade	2

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

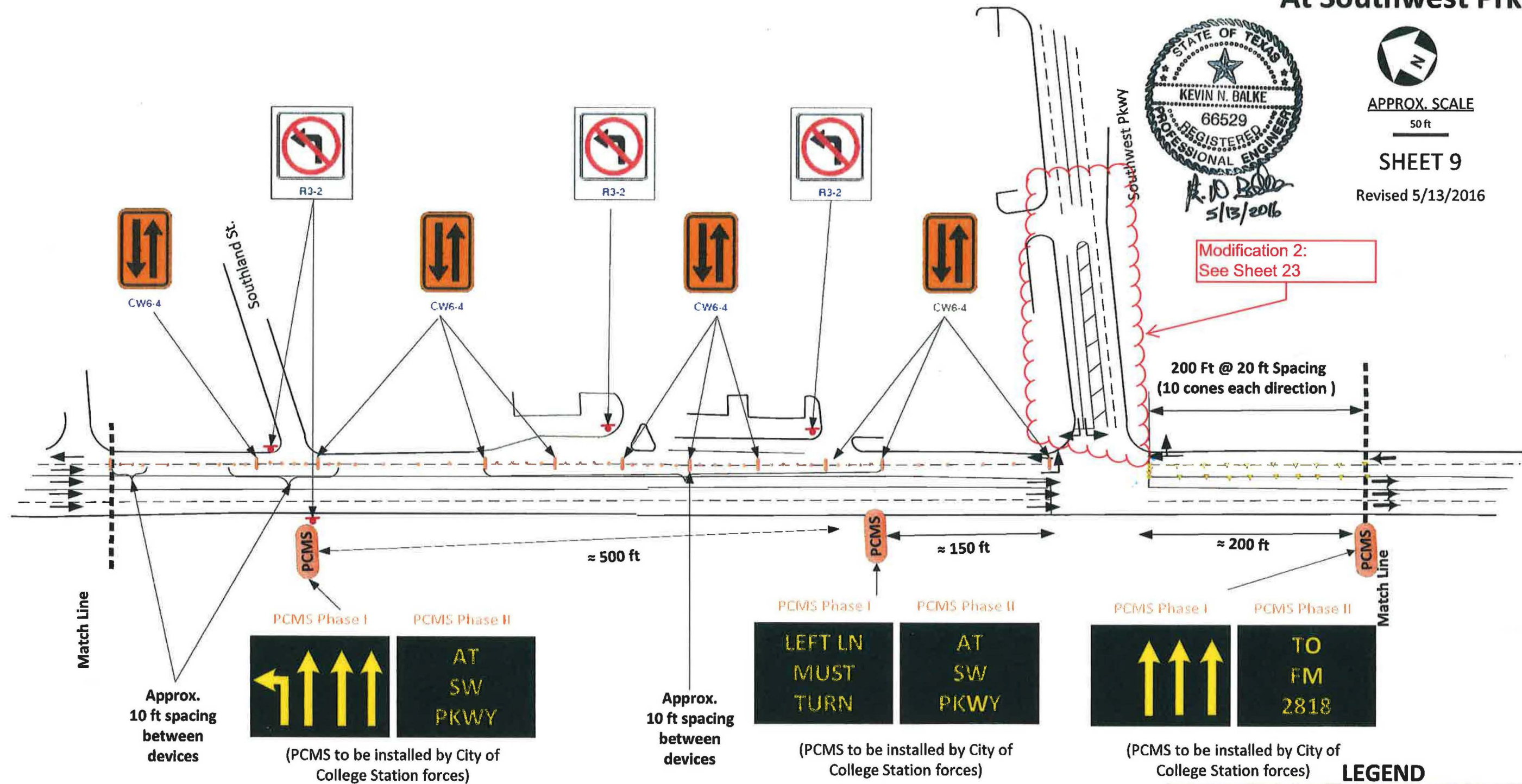
WELLBORN RD. At Southwest Prkwy



APPROX. SCALE
50 ft

SHEET 9

Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.



For Modification 2 Only

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42 in "Grabber" Cone	46
42in "Grabber" Cone	22
Opposing Traffic Lane Dividers (OTLDs)	10
PCMS	3
Static sign (on temporary support)	4
Type III Portable Barricade	-



WELLBORN RD. North of FM 2818

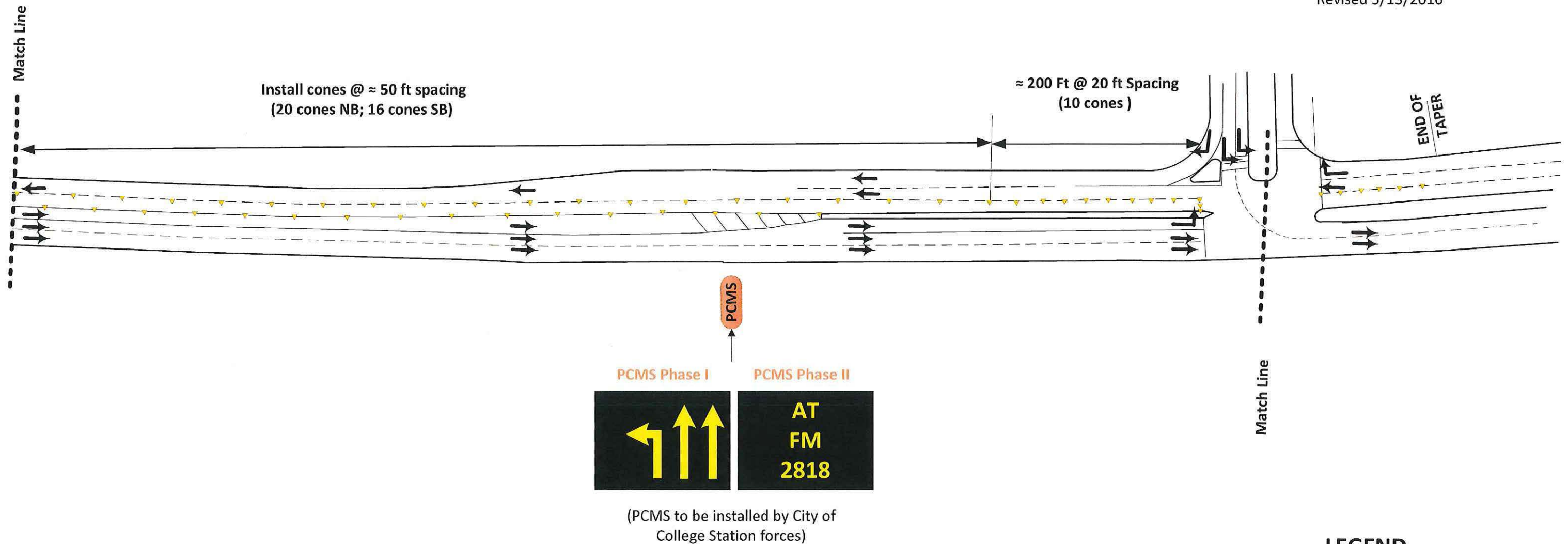


APPROX. SCALE

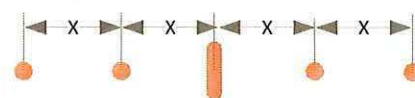
50 ft

SHEET 10

Revised 5/13/2016



Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber" Cones	-
42in "Grabber" Cone	52
Opposing Traffic Lane Dividers (OTLDs)	-
Portable Changeable Message Signs (PCMS)	1
Static sign (on temporary support)	-
Type I Portable Barricade	-



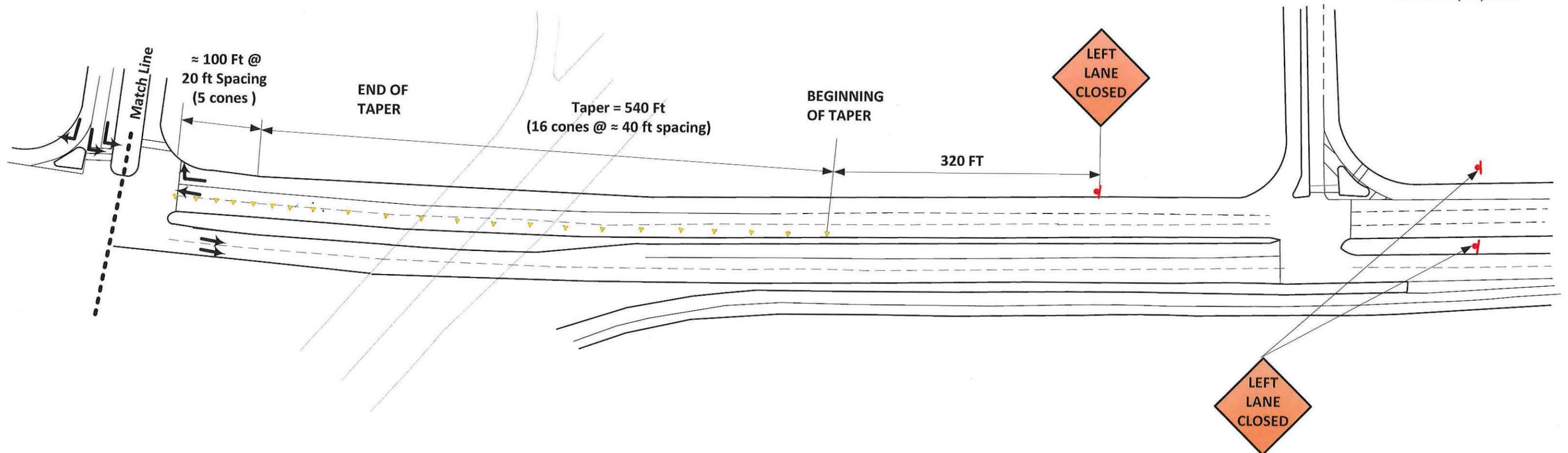
WELLBORN RD. South of FM 2818



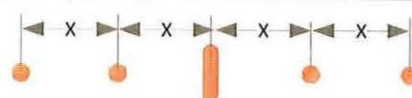
APPROX. SCALE
50 ft

SHEET 11

Revised 5/13/2016



Typical Spacing between VPs and OTLDs

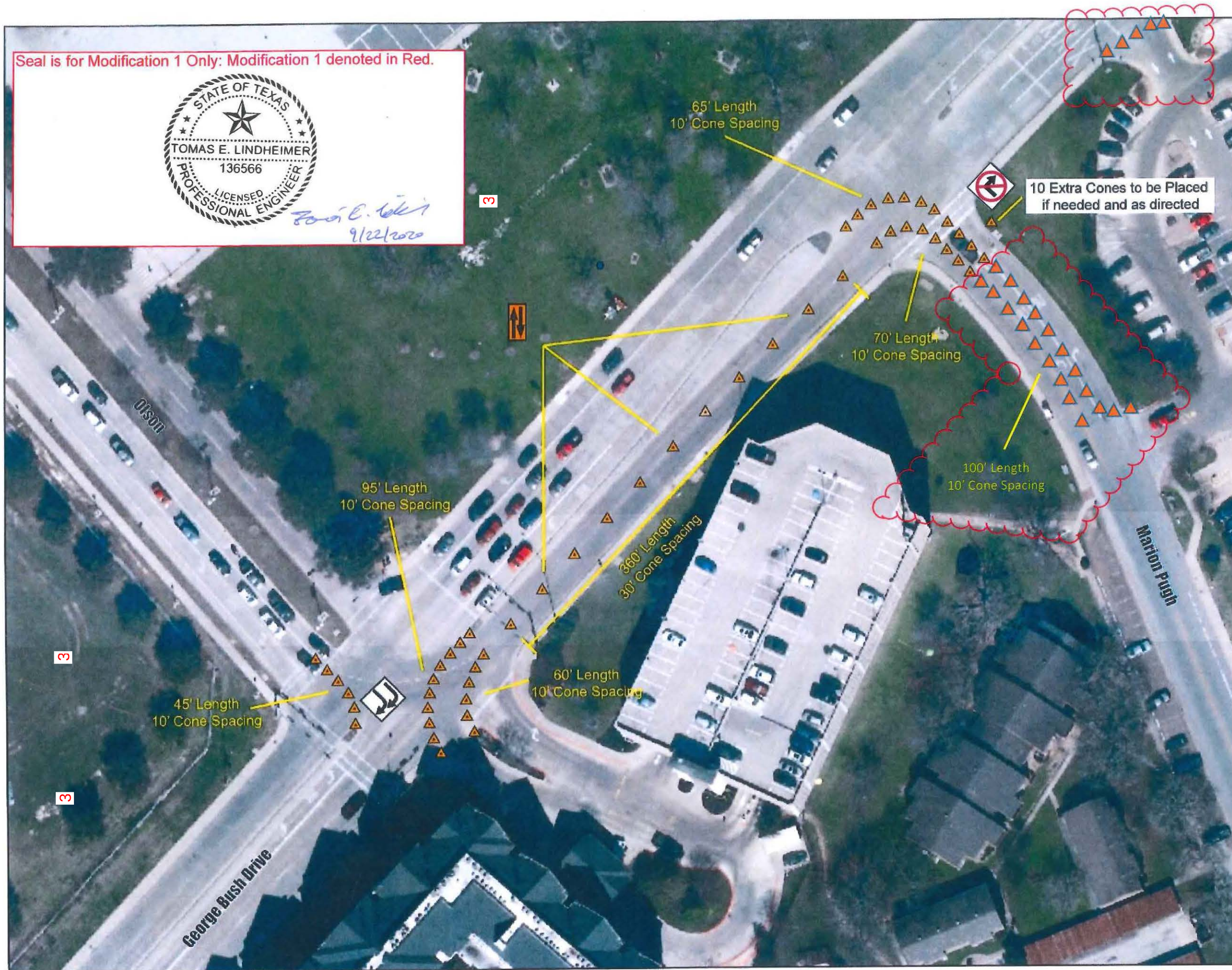


The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE	QNTY
Vertical Panels (VPs) or 42in "Grabber Cones"	-
42in "Grabber" Cone	22
Opposing Traffic Lane Dividers (OTLDs)	-
Portable Changeable Message Signs (PCMS)	-
Static sign (on temporary support)	3
Type I Portable Barricade	-

Seal is for Modification 1 Only: Modification 1 denoted in Red.



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

George Bush Drive, Olson &
Marion Pugh

Legend/Supply Totals

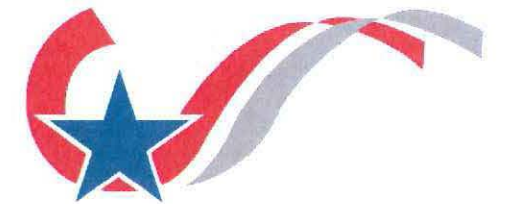
- ▲ 63 x Cones
- 🚧 1 x Opposite Traffic Lane Dividers
- 🚦 1 x Double Right Turn w/ Support

Sheet 12

- 🚦 1 x No Right Turn w/ support



NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



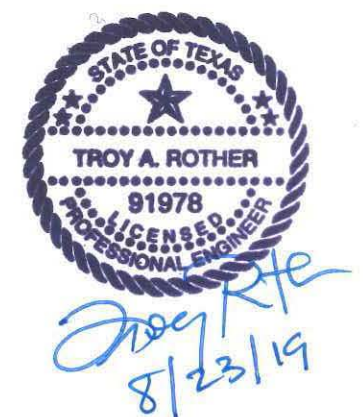
CITY OF COLLEGE STATION
Home of Texas A&M University®

Game Day Traffic Control
George Bush Drive
And Penberthy Drive

Legend/Supply Totals

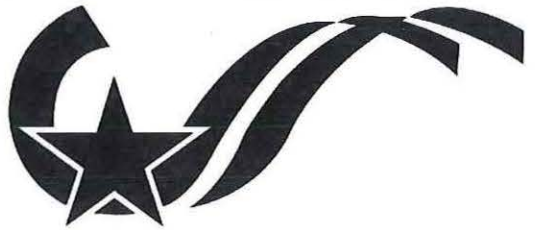
-  36 x Grabber Cones
-  29 x Cones
-  2 x No Left Turn Sign w/ Temporary Support
-  13 x Type 3 Barricades

Sheet 13



Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.





CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Luther Street &

Penberthy Drive

Legend/Supply Totals

 2 x Type III Barricades

 1 x Road Closed Sign
w/ Temp. Support

Sheet 14



Troy Rother
5/17/2016

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



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

Game Day Traffic Control
George Bush Drive
And Barbara Bush Drive

Legend/Supply Totals

-  36 x Grabber Cones
-  8 x Cones
-  1 x No Left Turn Sign w/ Temporary Support
-  1 x Type 3 Barricade

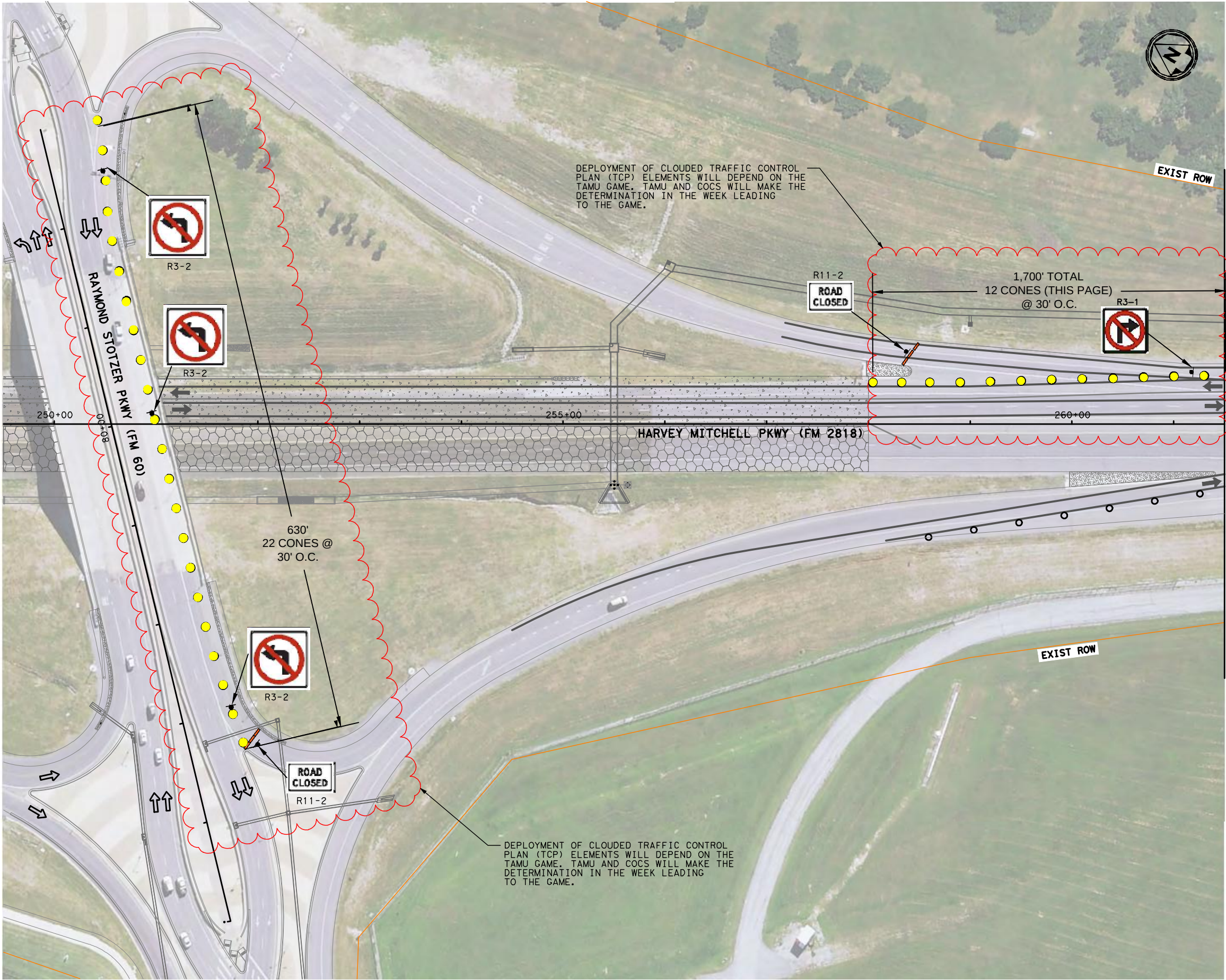
Sheet 15



Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



5 Cones
Equal Spacing

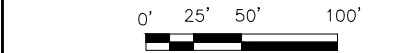


- LEGEND:**
- COMPLETED CONSTRUCTION
 - CURRENT CONSTRUCTION
 - OPEN LANES
 - CLOSED LANES
 - A&M TRANSIT AND VIP ONLY
 - 34 X 42" GRABBER CONE
 - 6 X TYPE III BARRICADE
 - 0 X PORTABLE CHANGEABLE MESSAGE SIGN
 - 0 X OFFICER
 - 0 X CITY TRUCK
 - SIGN WITH TEMPORARY SUPPORT

- 3 X R3-2
- 1 X R3-1
- 2 X R11-2

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY
Document Incomplete: Not Intended for permit, bidding or construction
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



GAME DAY TRAFFIC CONTROL

BEGIN TO STA 261+50
(FM 60 & FM 2818)

PROJECT NO.	SHEET NO.
	1

LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 40 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X

R11-2bT

1 X

CW20RP-3D

- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

Document Incomplete: Not Intended for permit, bidding or construction

Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 261+50 TO STA 273+50

PROJECT NO.

SHEET NO.

2



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 22 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X ARROW BOARD



- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY
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for permit, bidding or construction
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 273+50 TO STA 283+50

PROJECT NO.	SHEET NO.
	3

LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 6 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

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Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



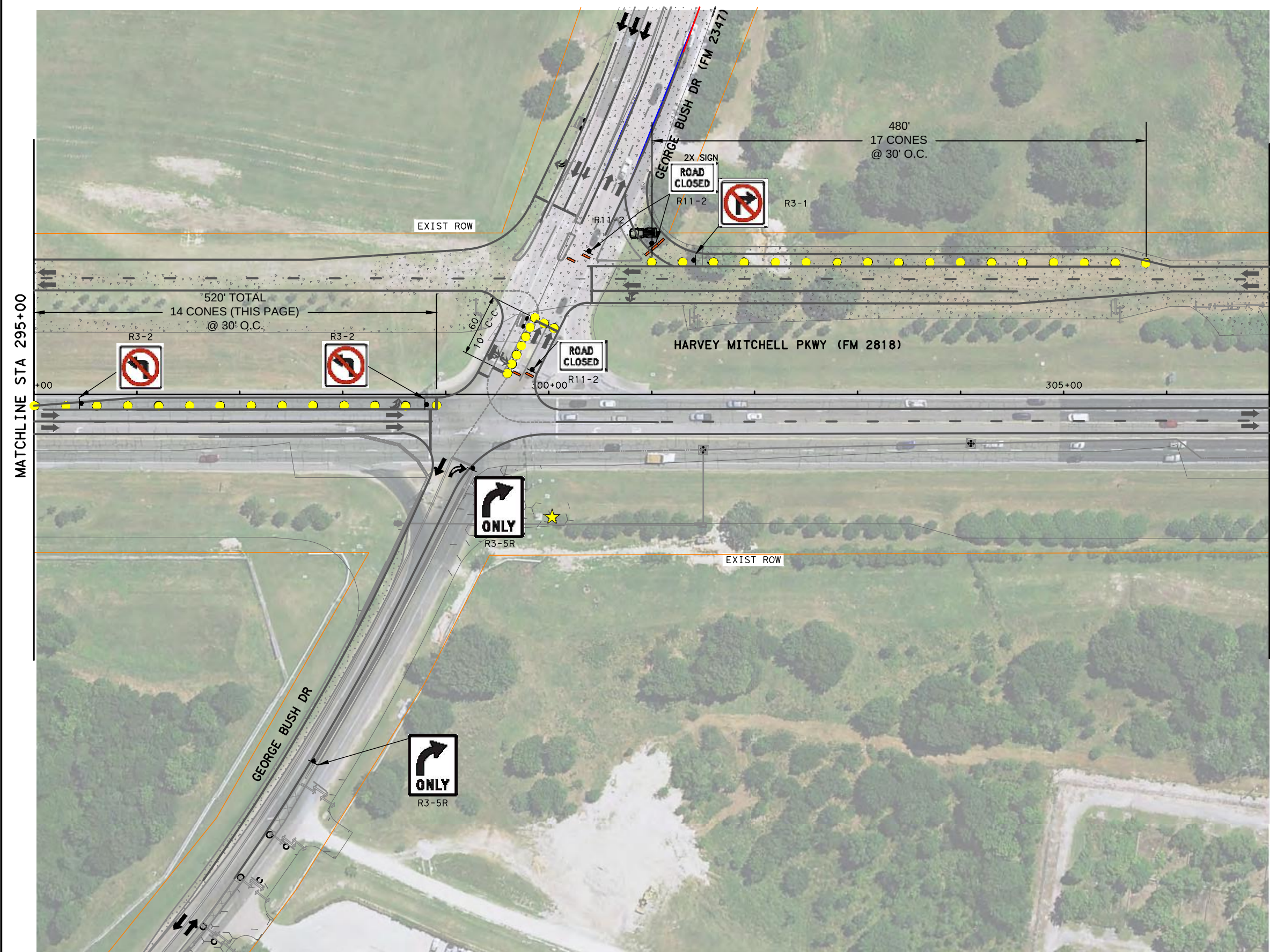
0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 283+50 TO STA 295+00

PROJECT NO. SHEET NO.

4



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 40 X 42" GRABBER CONE
- 7 X TYPE III BARRICADE
- 1 X PORTABLE CHANGEABLE MESSAGE SIGN
- 1 X OFFICER
- 1 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 1 x R3-1
- 1 x R3-2
- 3 x R11-2
- 2 x R3-5R

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

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Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 295+00 TO STA 370+00
(GEORGE BUSH DR & FM 2818)

PROJECT NO.

SHEET NO.

5



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 6 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

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Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 307+00 TO STA 319+00

PROJECT NO.

SHEET NO.

6

LEGEND:

- | | | |
|------|---|----------------------------------|
| |  | COMPLETED CONSTRUCTION |
| |  | CURRENT CONSTRUCTION |
| |  | OPEN LANES |
| |  | CLOSED LANES |
| |  | A&M TRANSIT AND VIP ONLY |
| 12 X |  | 42" GRABBER CONE |
| 0 X |  | TYPE III BARRICADE |
| 0 X |  | PORTABLE CHANGEABLE MESSAGE SIGN |
| 1 X |  | OFFICER |
| 0 X |  | CITY TRUCK |
| |  | SIGN WITH TEMPORARY SUPPORT |

- 1 x  R3-2
- 2 x  R3-11

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER
 - I THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE
 - I TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

Document Incomplete: Not Intended
for permit, bidding or construction

Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23

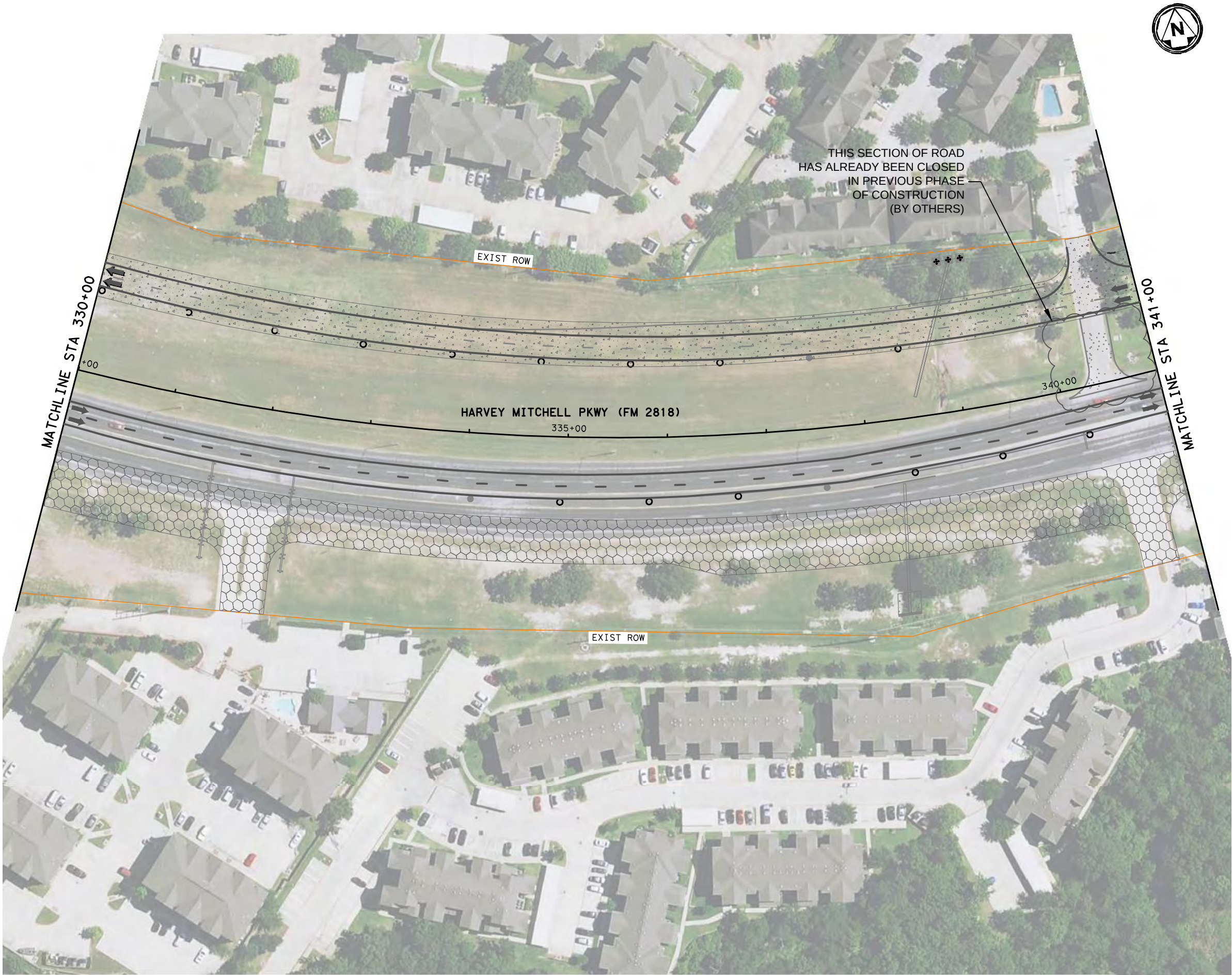
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GAME DAY TRAFFIC CONTROL

STA 319+00 TO STA 330+00

PROJECT NO.

SHEET NO.



- LEGEND:**
- COMPLETED CONSTRUCTION
 - CURRENT CONSTRUCTION
 - OPEN LANES
 - CLOSED LANES
 - A&M TRANSIT AND VIP ONLY
 - 42" GRABBER CONE
 - TYPE III BARRICADE
 - PORTABLE CHANGEABLE MESSAGE SIGN
 - OFFICER
 - CITY TRUCK
 - SIGN WITH TEMPORARY SUPPORT

- NOTES:**
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY
Document Incomplete: Not Intended for permit, bidding or construction

Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 330+00 TO STA 341+00

PROJECT NO.	SHEET NO.
	8



- LEGEND:**
- COMPLETED CONSTRUCTION
 - CURRENT CONSTRUCTION
 - OPEN LANES
 - CLOSED LANES
 - A&M TRANSIT AND VIP ONLY
 - 42" GRABBER CONE
 - 0 X TYPE III BARRICADE
 - 1 X PORTABLE CHANGEABLE MESSAGE SIGN
 - 0 X OFFICER
 - 0 X CITY TRUCK
 - 0 X SIGN WITH TEMPORARY SUPPORT

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY
Document Incomplete: Not Intended for permit, bidding or construction

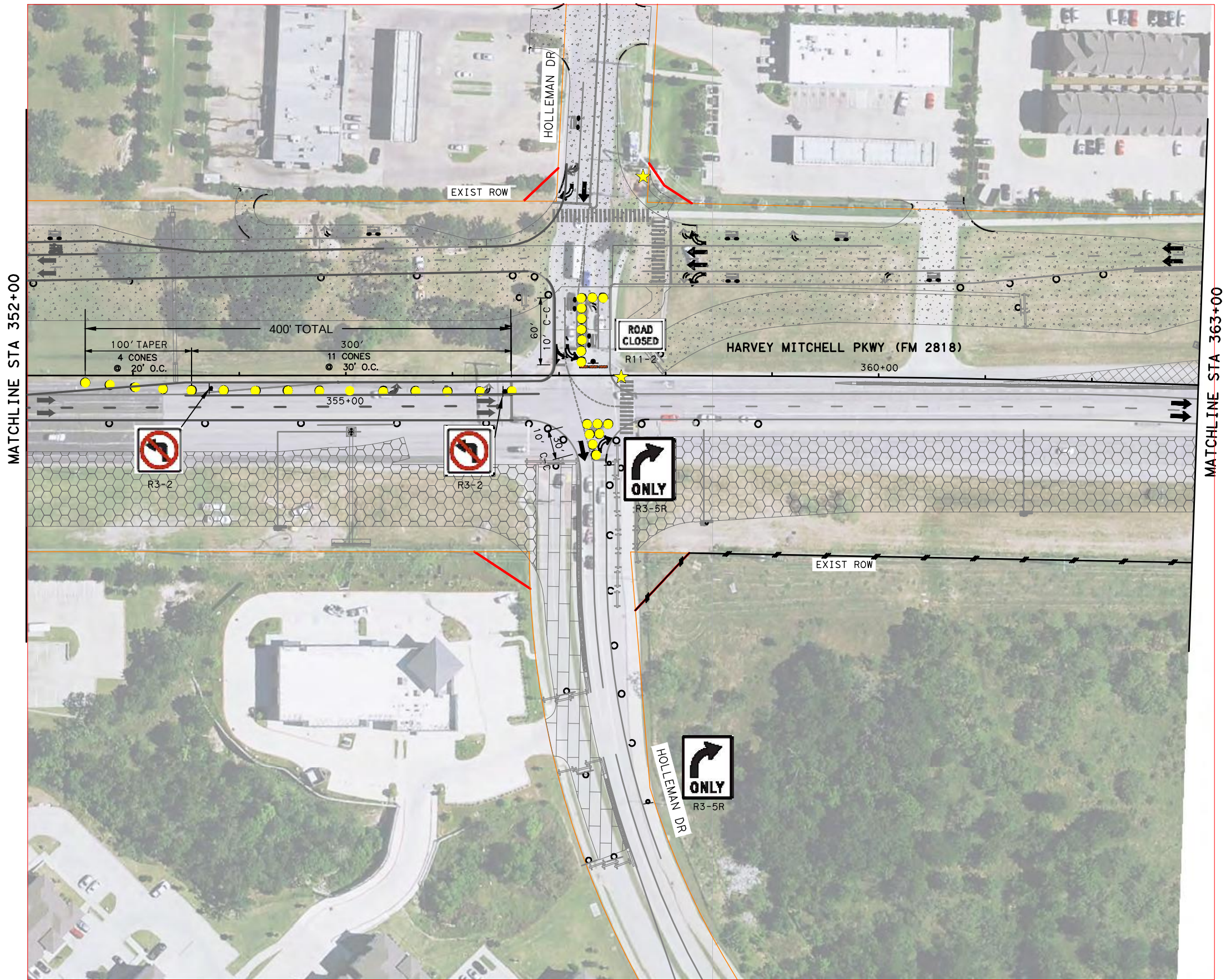
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23

0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 341+00 TO STA 352+00

PROJECT NO.	SHEET NO.
	9



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 31 X 42" GRABBER CONE
- 3 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- 2 X R3-2
- 2 X R3-5R
- 1 X R11-2

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY

Document Incomplete: Not Intended for permit, bidding or construction

Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



0' 25' 50' 100'

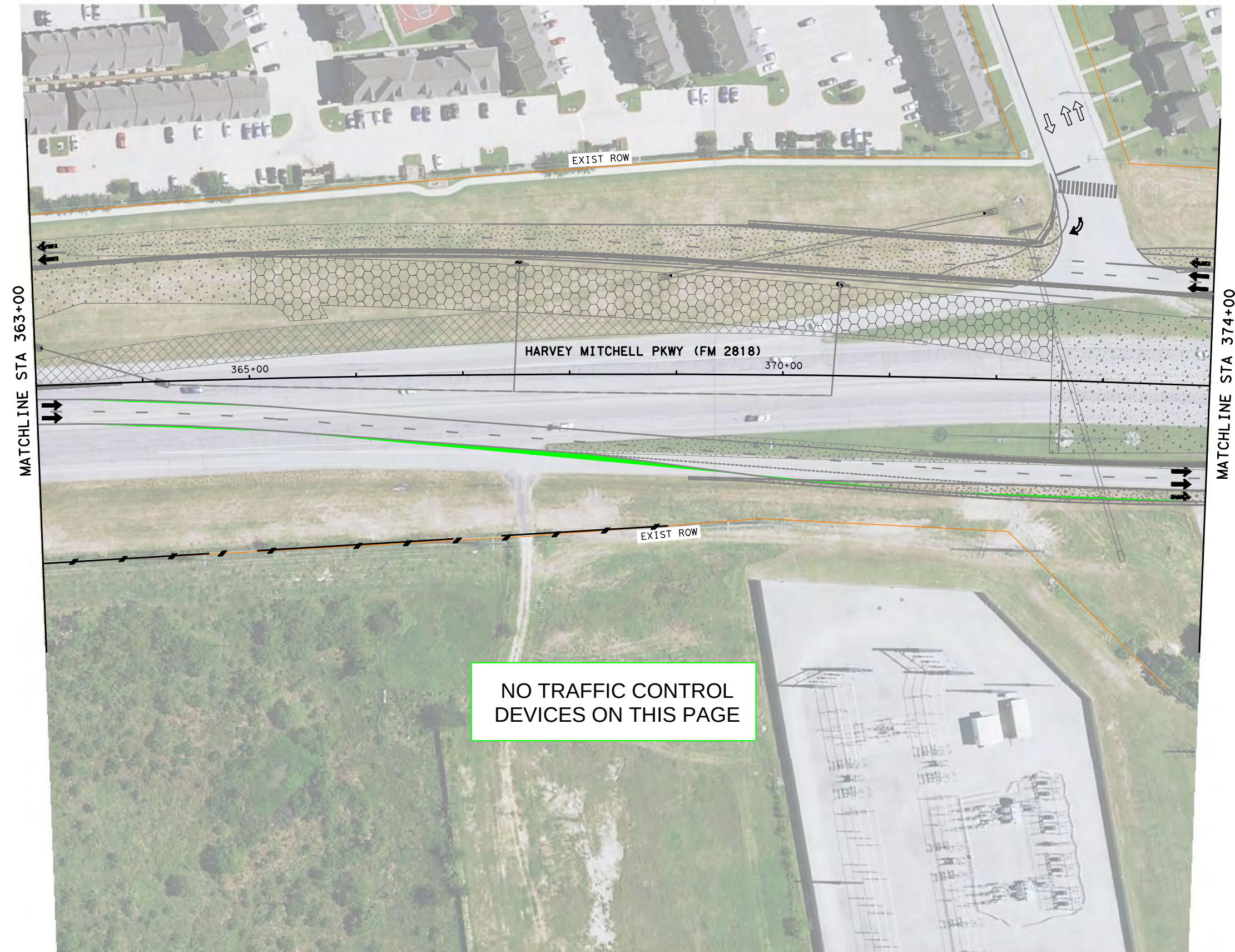
GAME DAY TRAFFIC CONTROL

STA 352+00 TO STA 363+00

PROJECT NO.

SHEET NO.

10



NO TRAFFIC CONTROL
DEVICES ON THIS PAGE



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 0 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

NOTES:

- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
- PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
- PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

INTERIM REVIEW ONLY
Document Incomplete: Not Intended
for permit, bidding or construction
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



0' 25' 50' 100'

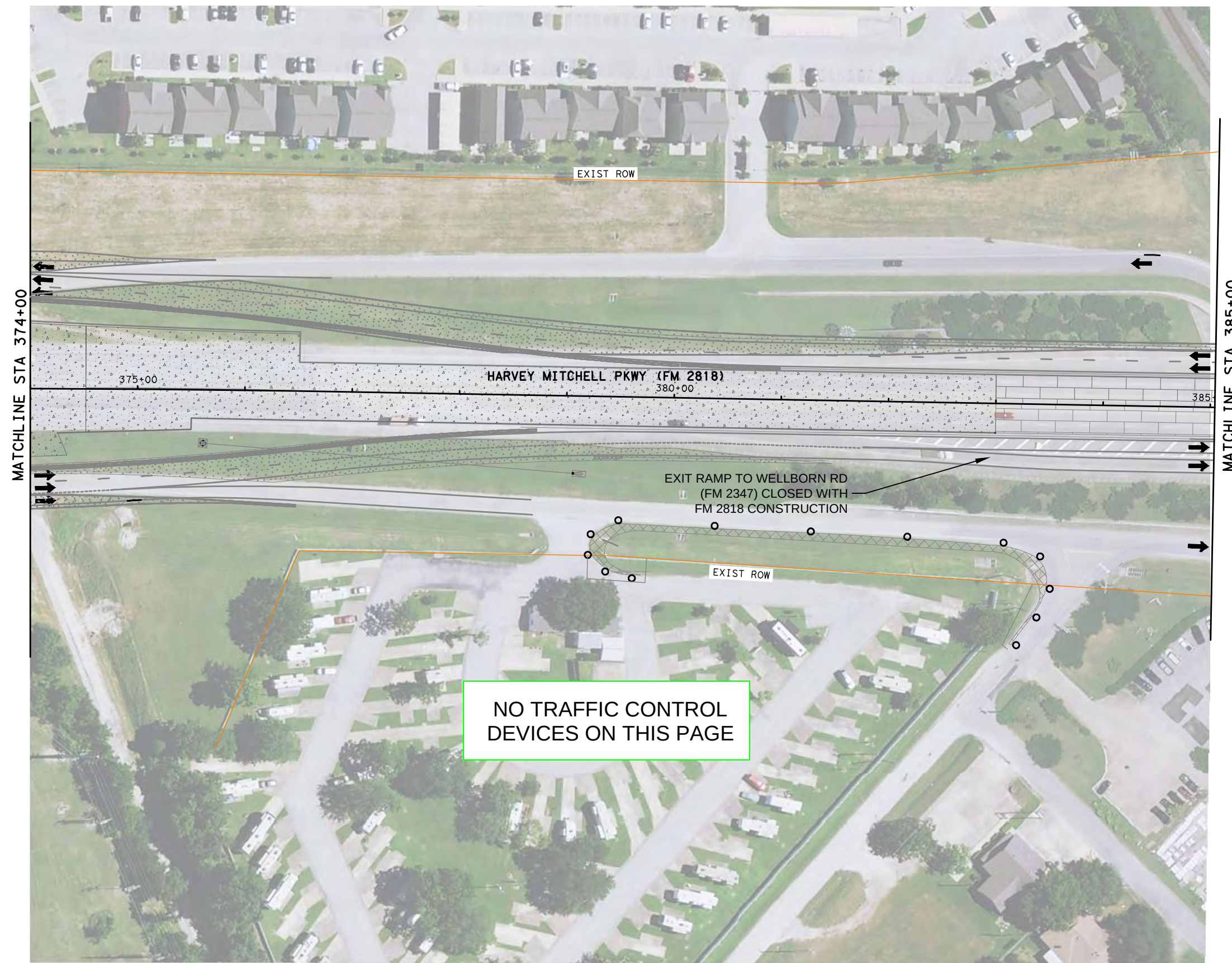
GAME DAY TRAFFIC CONTROL

STA 363+00 TO STA 374+00

PROJECT NO.

SHEET NO.

11

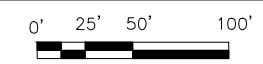


LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 42" GRABBER CONE
- TYPE III BARRICADE
- PORTABLE CHANGEABLE MESSAGE SIGN
- OFFICER
- CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
 - PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
 - PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

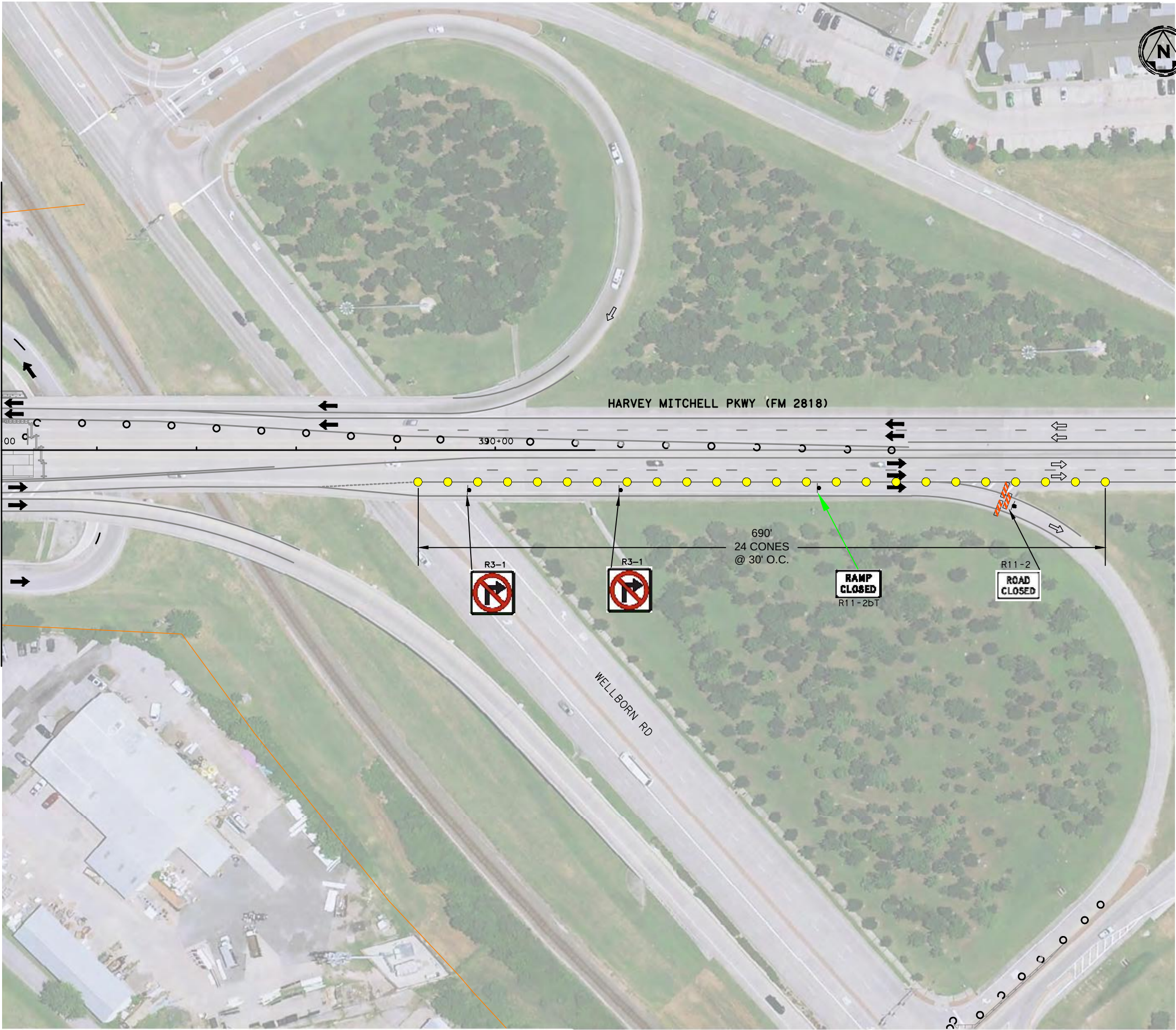
INTERIM REVIEW ONLY
Document Incomplete: Not Intended for permit, bidding or construction
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



GAME DAY TRAFFIC CONTROL

STA 374+00 TO STA 385+00

PROJECT NO.	SHEET NO.
	12



MATCHLINE STA 385+00

HARVEY MITCHELL PKWY (FM 2818)

WELLBORN RD

690'
24 CONES
@ 30' O.C.



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 24 X 42" GRABBER CONE
- 3 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT



2 X R3-1



1 X R11-2



1 X R11-2bT

- NOTES:
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INTERIM REVIEW ONLY

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Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



0' 25' 50' 100'

GAME DAY TRAFFIC CONTROL

STA 385+00 TO END
(WELLBORN RD & FM 2818)

PROJECT NO.

SHEET NO.

13

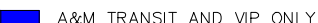
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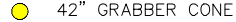
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COMPLETED CONSTRUCTION
- 

CURRENT CONSTRUCTION
- 

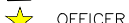
OPEN LANES
- 

CLOSED LANES
- 

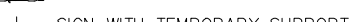
A&M TRANSIT AND VIP ONLY
- 

5 X 42" GRABBER CONE
- 

0 X TYPE III BARRICADE
- 

0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 

0 X OFFICER
- 

0 X CITY TRUCK
- 

0 X SIGN WITH TEMPORARY SUPPORT



HARVEY MITCHELL PARKWAY (FM 2818)

5 CONES @ 10' O.C.

WAXWING DR

(TO HEB)

- NOTES:
1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
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3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

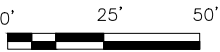
INTERIM REVIEW ONLY

Document Incomplete: Not Intended for permit, bidding or construction

Engineer: RANDELL J. SMITH

P.E. Reg. No. 110317

Date: 7/25/23



GAME DAY TRAFFIC CONTROL

FM 2818 & WAXWING DR
@ HEB ENTRANCE

PROJECT NO. SHEET NO.



LEGEND:

- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 11 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

- NOTES:
- SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
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INTERIM REVIEW ONLY
Document Incomplete: Not Intended
for permit, bidding or construction
Engineer: RANDELL J. SMITH
P.E. Reg. No. 110317
Date: 7/25/23



GAME DAY TRAFFIC CONTROL

TEXAS AVE
& FM 2818

PROJECT NO.	SHEET NO.
	15

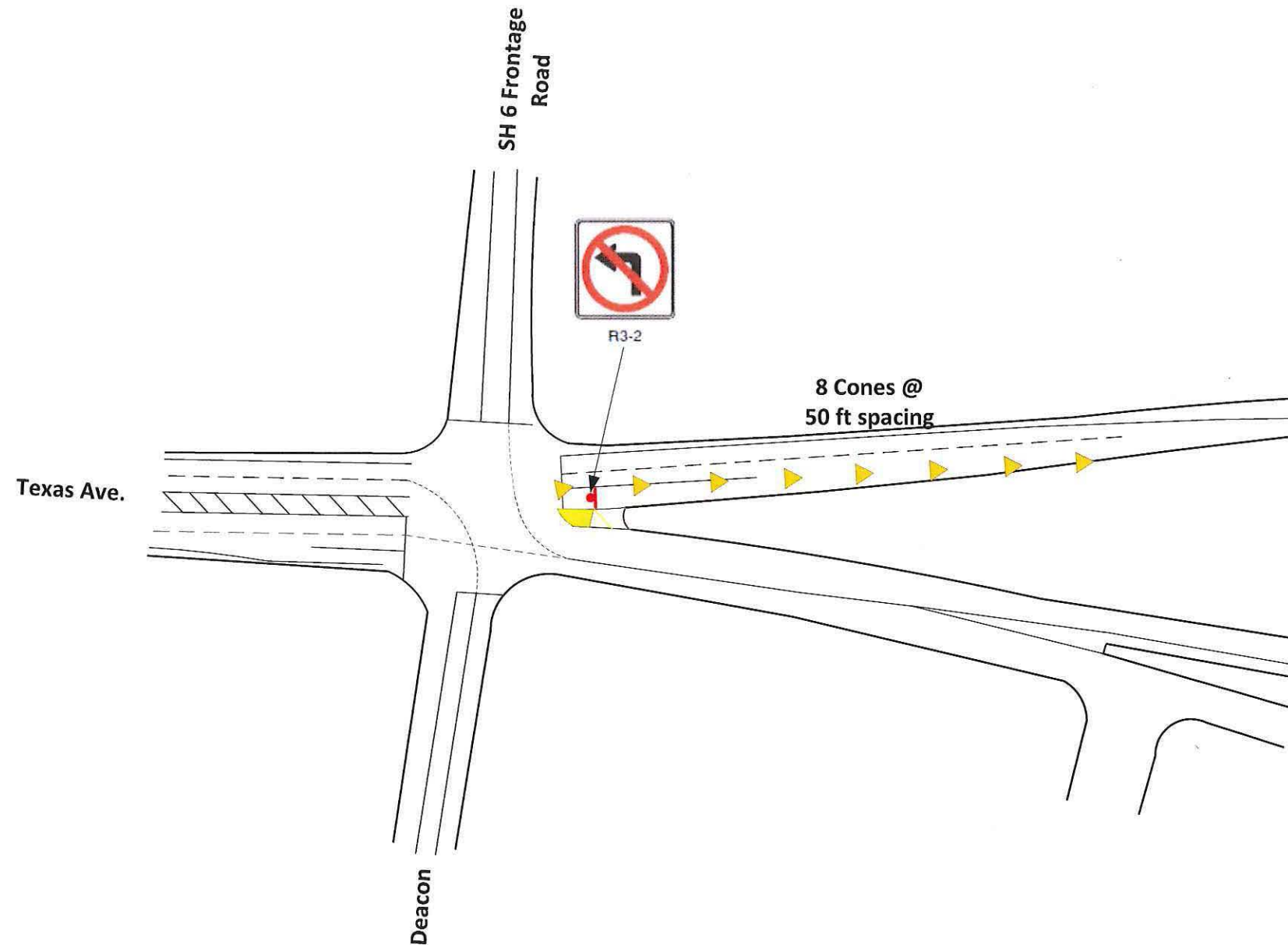


TEXAS AVE. At Deacon



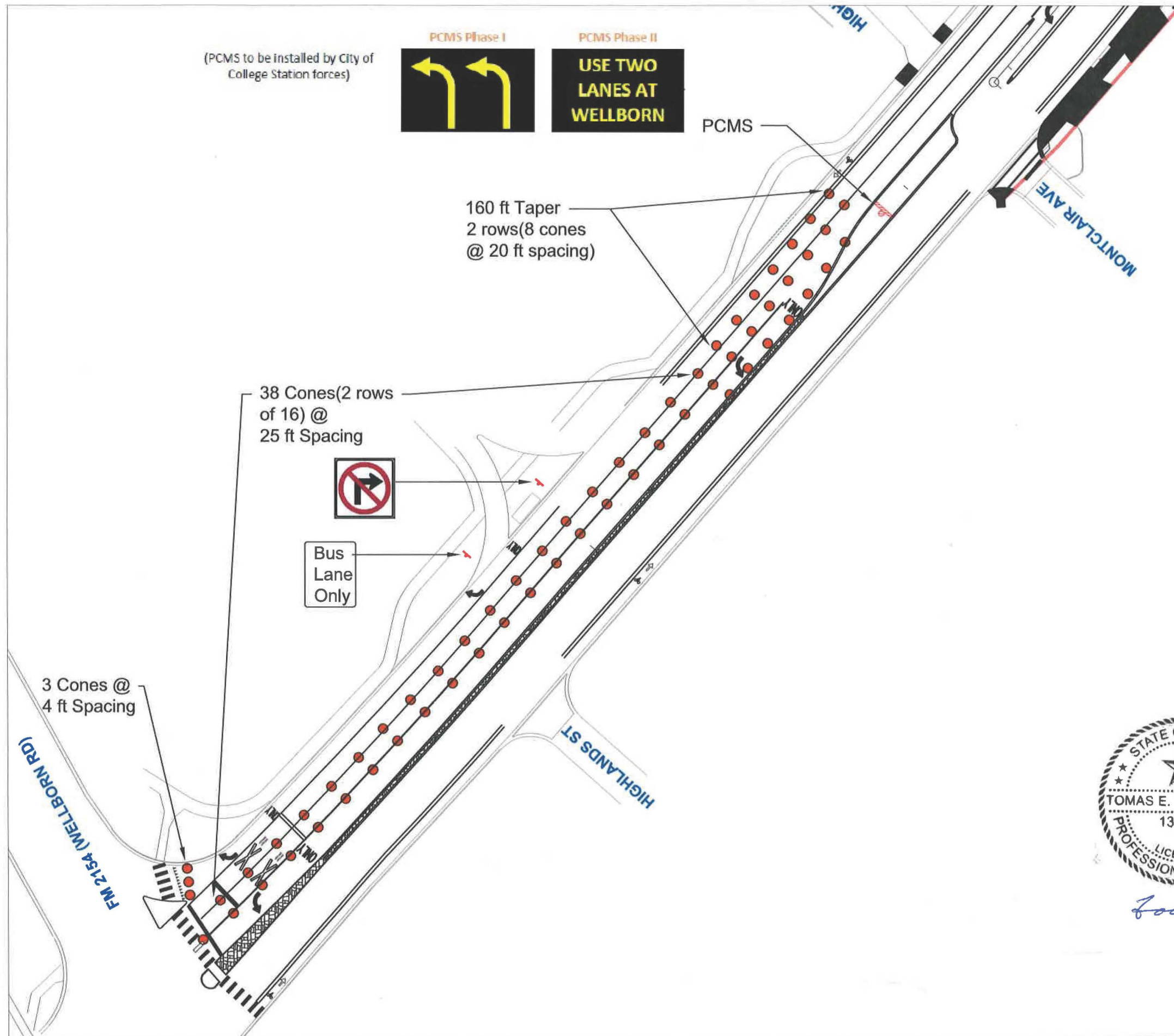
APPROX. SCALE
50 ft

SHEET 21
Revised 6/22/2015



LEGEND

DEVICE		QNTY
	Vertical Panels (VPs)	-
	42in "Grabber" Cone	8
	Opposing Traffic Lane Dividers (OTLDs)	-
	Portable Changeable Message Signs (PCMS)	-
	Static sign (on temporary support)	2
	Type III Portable Barricade	-

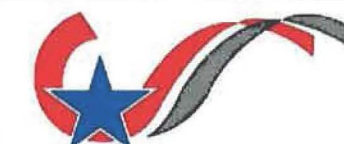


Legend/Supply Totals:

- 65 x Cones
- ⊘ 1 x No Right Turn(r3-1)
- 1 x Bus Lane Only
- 1 x PCMS

Sheet 22

Prepared by
Tomas Lindheimer, PE
Traffic Engineer I
City of College Station License No. 136566



CITY OF COLLEGE STATION
Home of Texas A&M University

FILE: Texas A&M Football Post Game Traffic Control Plan

Drawn by: Michael Holmes
6/15/21

Notes: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



Lane Closed Ahead
CW9-1

290 Feet

20 Foot Spacing on Taper

295 Foot Taper Length



Southwest Parkway

Wellborn Road



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

Game Day Traffic Control

Southwest Parkway and
Wellborn Road

Legend/Supply Totals

- 24 x 42" Grabber Cones
-  2 x Left and Right Turn
Only w/ Temp. Support
-  1 x Lane Closed
Ahead(CW9-1) w/Temp.
Support

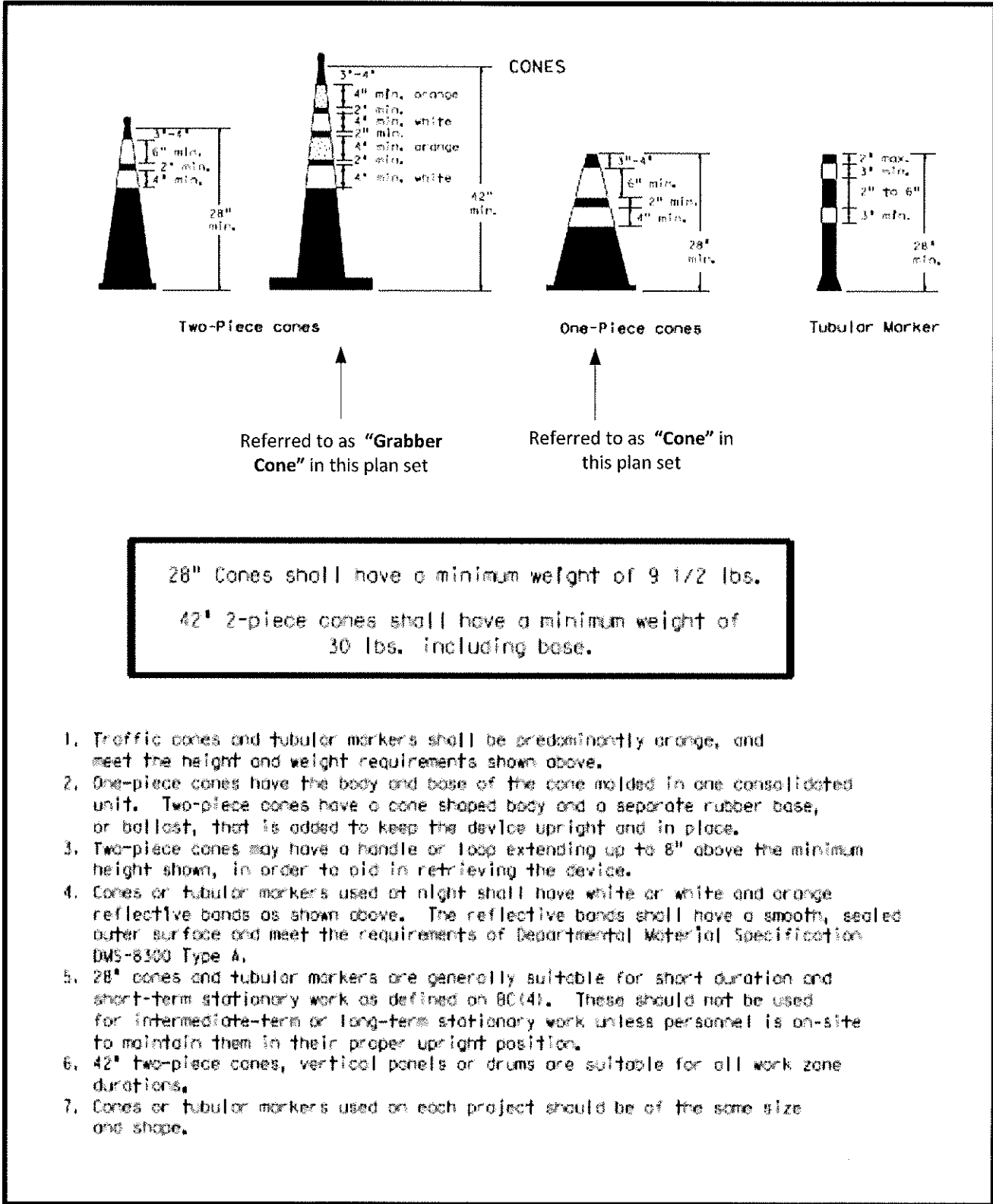
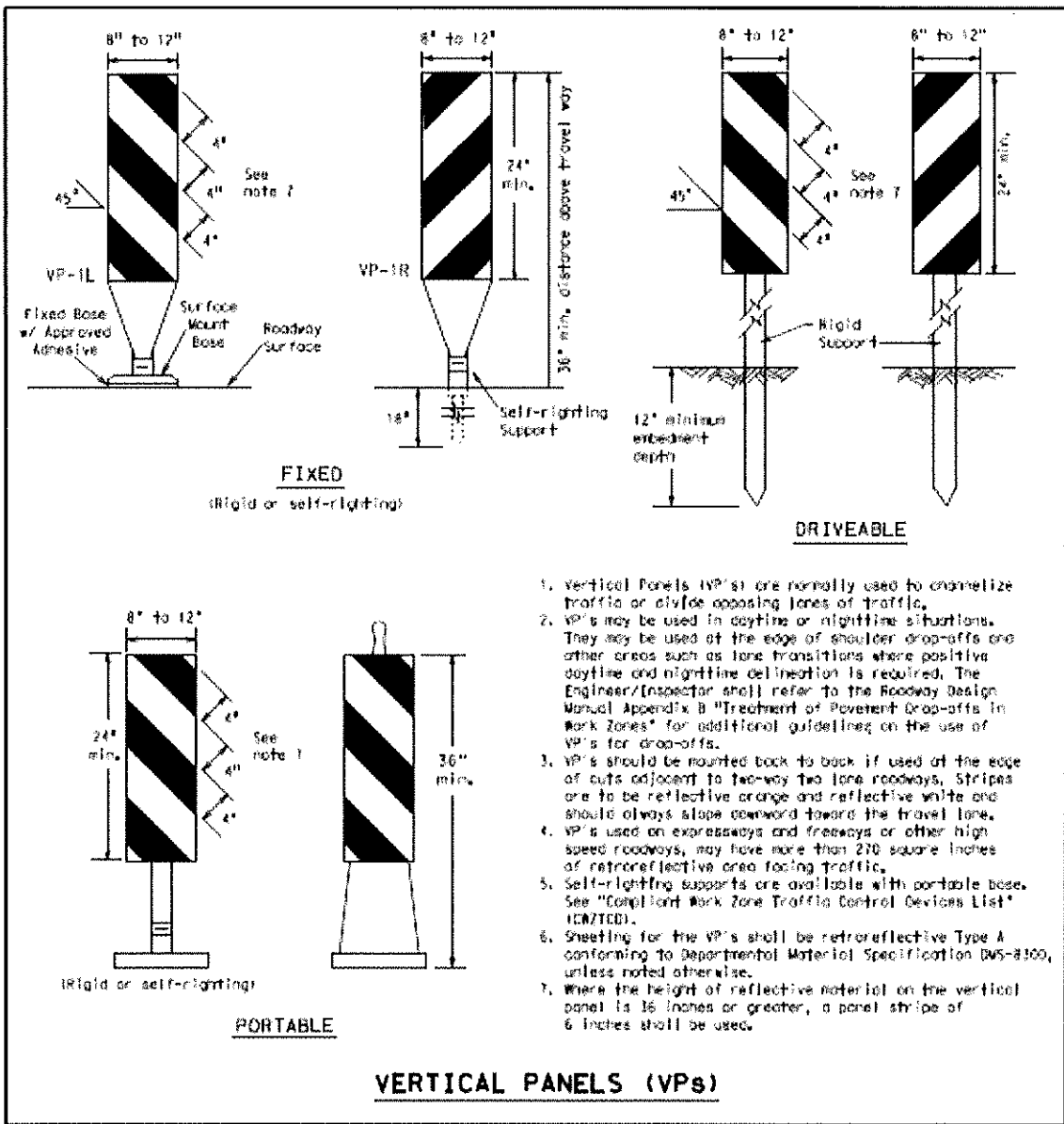
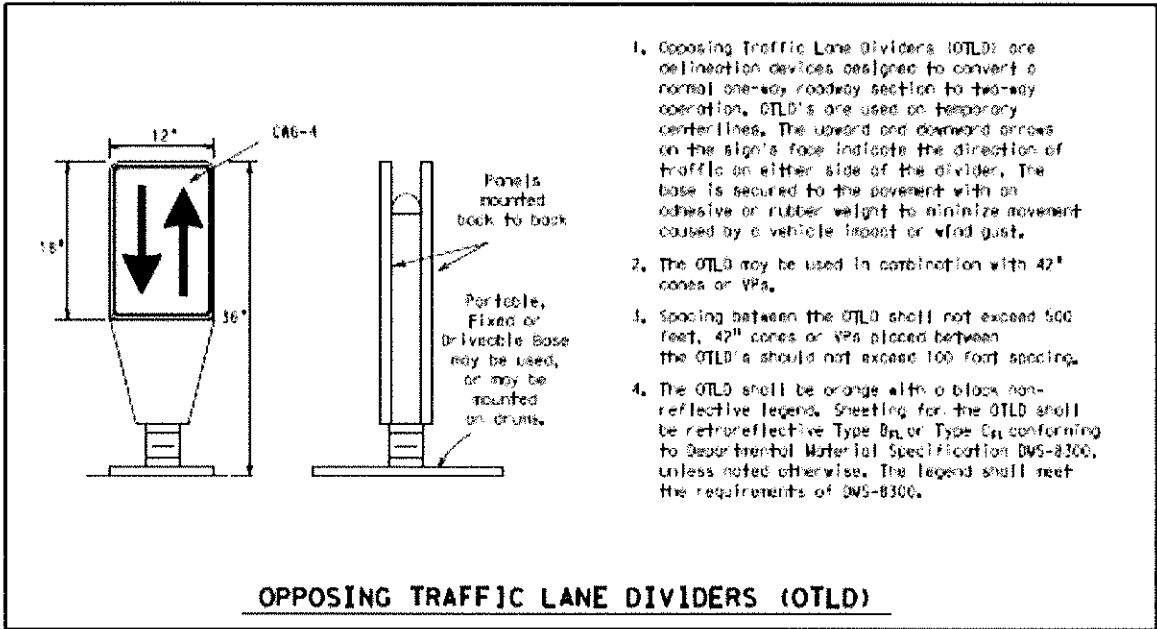
Sheet 23



7/1/2021

Note: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.





DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT
<http://www.txdot.gov>

COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS			
BC(1)-13			
FILE: bc-13.dgn	DN: TxDOT	CR: TxDOT	DS: TxDOT
© TxDOT November 2002	CONT	SECT	JOB
REVISIONS		HIGHWAY	
4-03 5-10	DIST	COUNTY	SHEET NO.
9-07 7-13			

DISCLAIMER:

Diagram illustrating the typical location of crossroad signs at a project intersection. The diagram shows a crossroad intersecting a main road. The main road is labeled "PROJECT" and the crossroad is labeled "CROSSROAD".

Sign locations and distances are indicated:

- Top Left (Crossroad):** "END ROAD WORK" (G20-2) sign, followed by a distance "X" to the intersection.
- Top Right (Main Road):** "ROAD WORK" sign with "NEXT X MILES" (G20-10T), followed by a distance "X" to the intersection. An optional "ROAD WORK AHEAD" (CW20-1D) sign is shown further right, with a distance "X" to the intersection and another "X" to the sign.
- Bottom Left (Crossroad):** "ROAD WORK AHEAD" (CW20-1D) sign, followed by a distance "X" to the intersection. A "ROAD WORK" sign with "NEXT X MILES" (G20-10T) is also shown, with a distance "X" to the intersection.
- Bottom Right (Main Road):** "END ROAD WORK" (G20-2) sign, preceded by a distance "X" from the intersection.

Additional notes include "(Optional see Note 1 and 4)" for the G20-10T signs and "(Optional see Note 1 and 4)" for the CW20-1D sign.

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

The diagram illustrates the placement of traffic control signs for a road work zone. Key elements include:

- Approach Signs:**
 - G20-1bTR:** ROAD WORK NEXT X MILES (with a right-pointing arrow).
 - G20-1bTL:** ROAD WORK NEXT X MILES (with a left-pointing arrow).
- Intersection and Project Area:**
 - INTERSECTED ROADWAY:** Indicated by a horizontal line.
 - 1 Block - City / 1000' - 1500' - Hwy:** Dimensions for the project area.
 - X:** Distance from the start of the work zone to the project area.
 - 80' min.:** Minimum clearance height for the project area.
 - PROJECT:** The area where construction is taking place, indicated by a hatched pattern.
 - CSJ Limit:** Critical Section Limit.
- Work Zone Signs:**
 - G20-5aP:** WORK ZONE.
 - R20-5T:** TRAFFIC FINES DOUBLE.
 - R20-5aTP:** WHEN WORKERS ARE PRESENT.
- End of Work Zone Signs:**
 - G20-6T:** BEGIN ROAD WORK NEXT X MILES, NAME, ADDRESS, CITY, STATE, CONTRACTOR.
 - G20-2:** END ROAD WORK.

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

SIZE		
Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20 ⁴ CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING	
Posted Speed	Sign Δ Spacing "x"
MPH	Feet (Approx.)
30	120
35	160
40	240
45	320
50	400
55	500 ²
60	600 ²
65	700 ²
70	800 ²
75	900 ²
80	1000 ²
*	* ³

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (W20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

The diagram illustrates the layout of signs and equipment for a road construction zone. It shows the placement of various signs, including "ROAD CLOSED", "ROAD WORK AHEAD", "ROAD WORK 1/2 MILE", "BEGIN ROAD WORK", "SPEED LIMIT", "WORK ZONE", "TRAFFIC FINES DOUBLE", "OBEY WARNING SIGNS", "STATE LAW", and "END ROAD WORK". The diagram also shows the placement of "Type 3 Barricade or channelizing devices" and "Channelizing Devices". The diagram is labeled with various codes and distances, such as "R11-2", "CW1-6", "CW1-4L", "CW13-1P", "CW20-1D", "CW20-1E", "G20-5T", "G20-6T", "G20-2", "G20-50P", "R20-5T", "R20-50TP", "R2-1", "R20-3T", "R2-1", and "CSJ Limit".

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-51) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC
 FINES DOUBLE signs will not be required on projects
 consisting solely of mobile operations work.

* Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

Contractor will install a regulatory speed limit sign at the end of the work zone.

	Type 3 Barricade
	Channelizing Devices
	Sign
	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

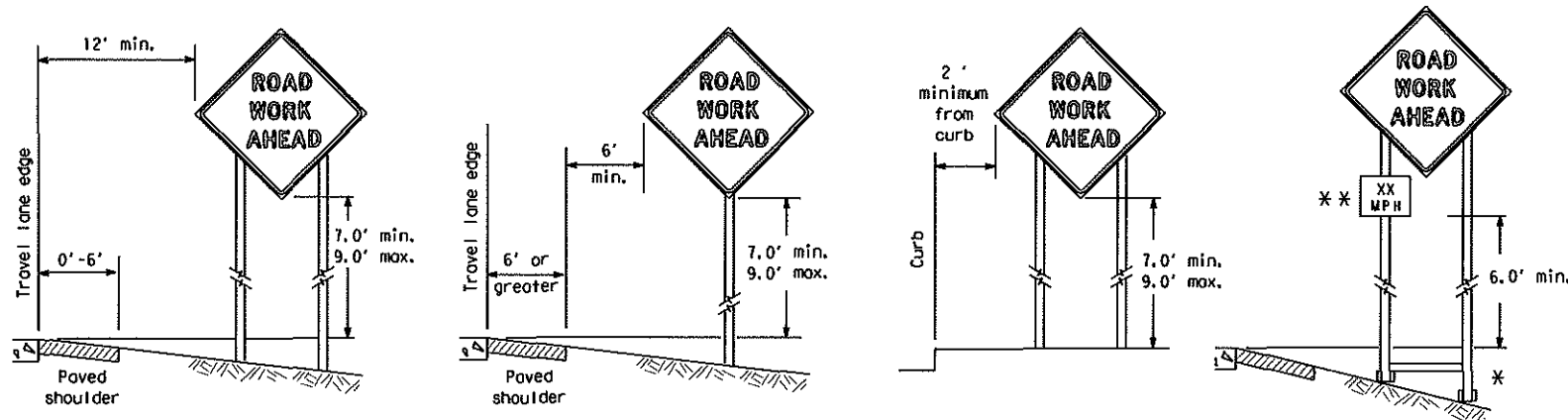
 Texas Department of Transportation	Traffic Operations Division Standard
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BC (2) - 13

FILE#	bc-13, dgn	DIN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
C TxDOT November 2002	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
9-07					
7-13		DIST	COUNTY	SHEET NO.	

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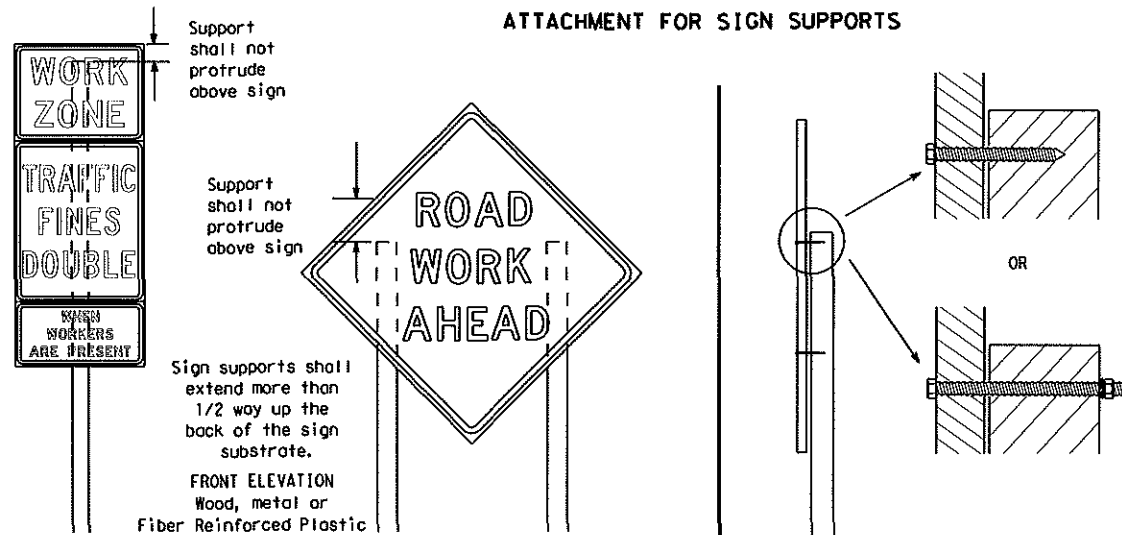
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



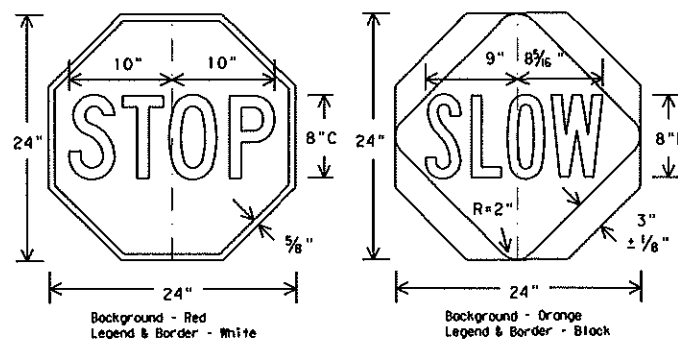
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as fire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12

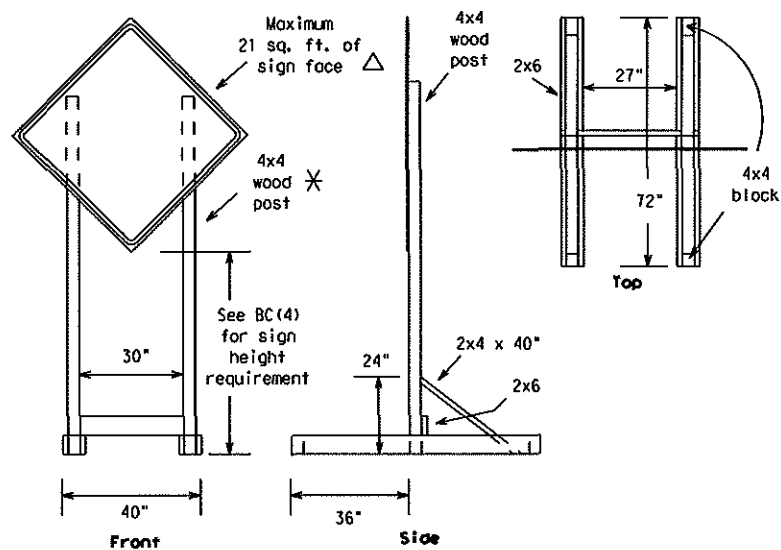


BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4) - 13

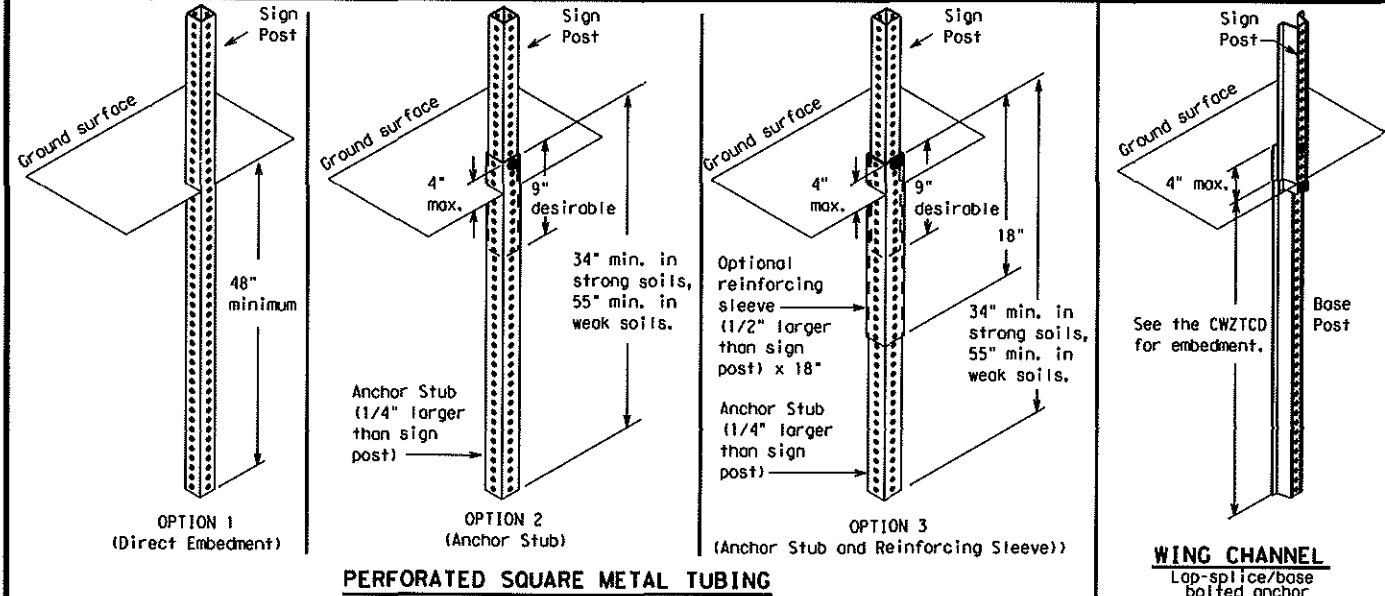
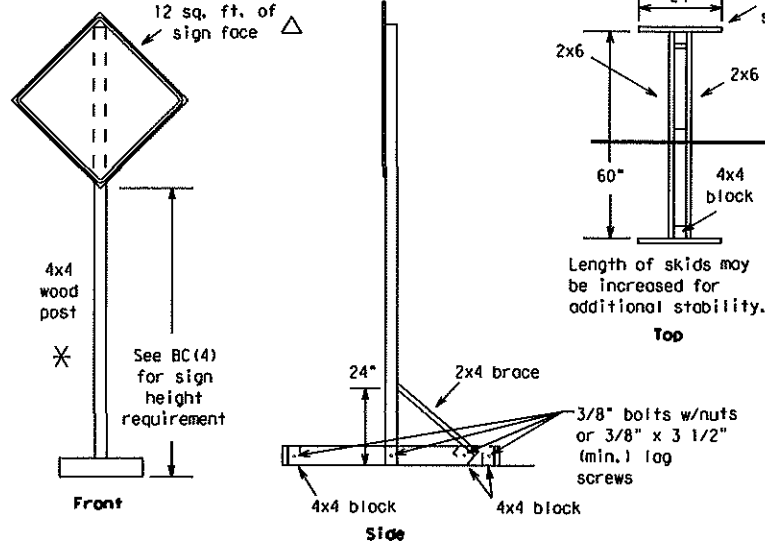
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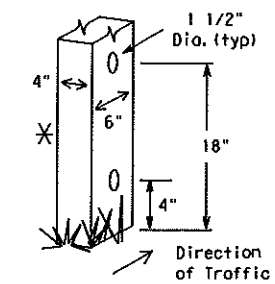
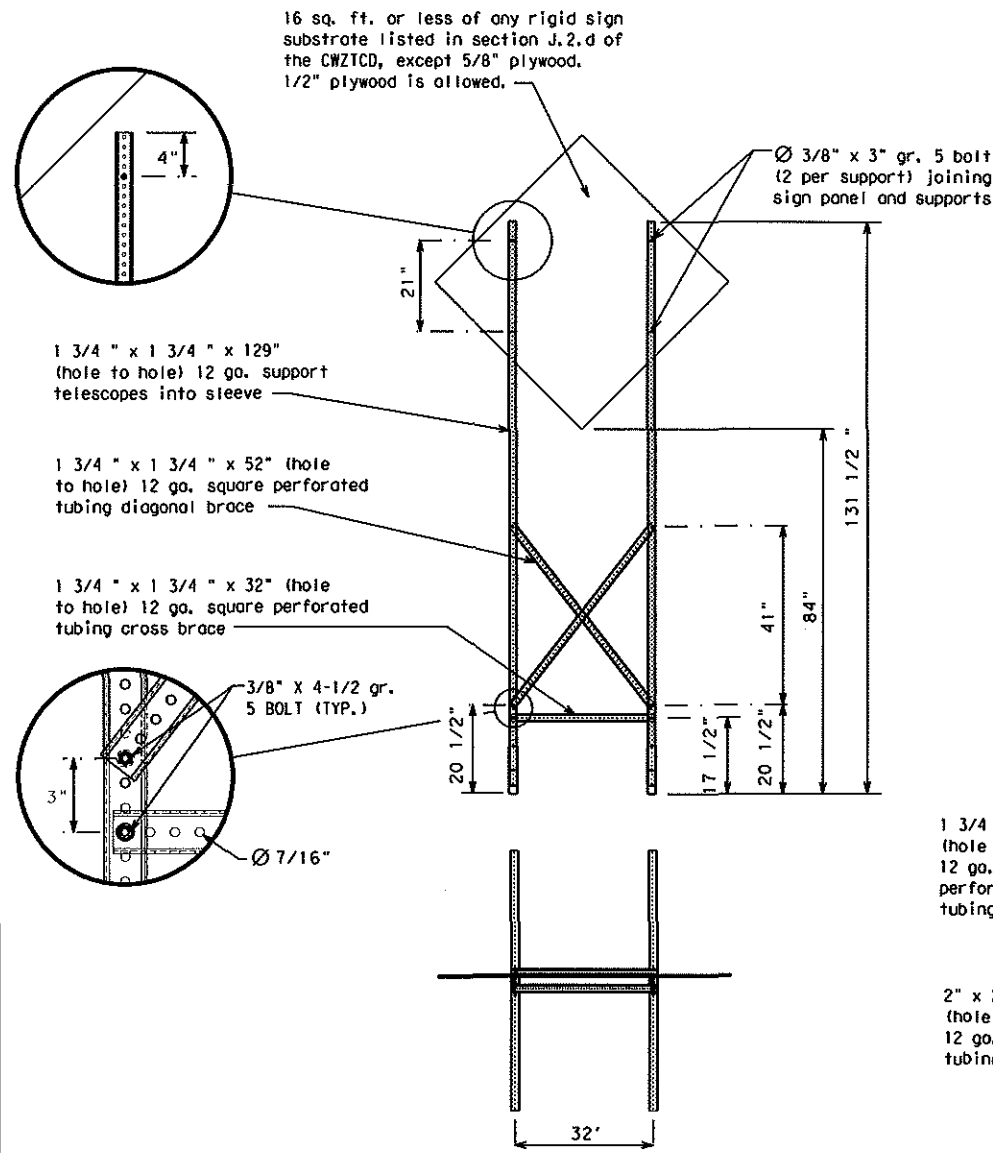
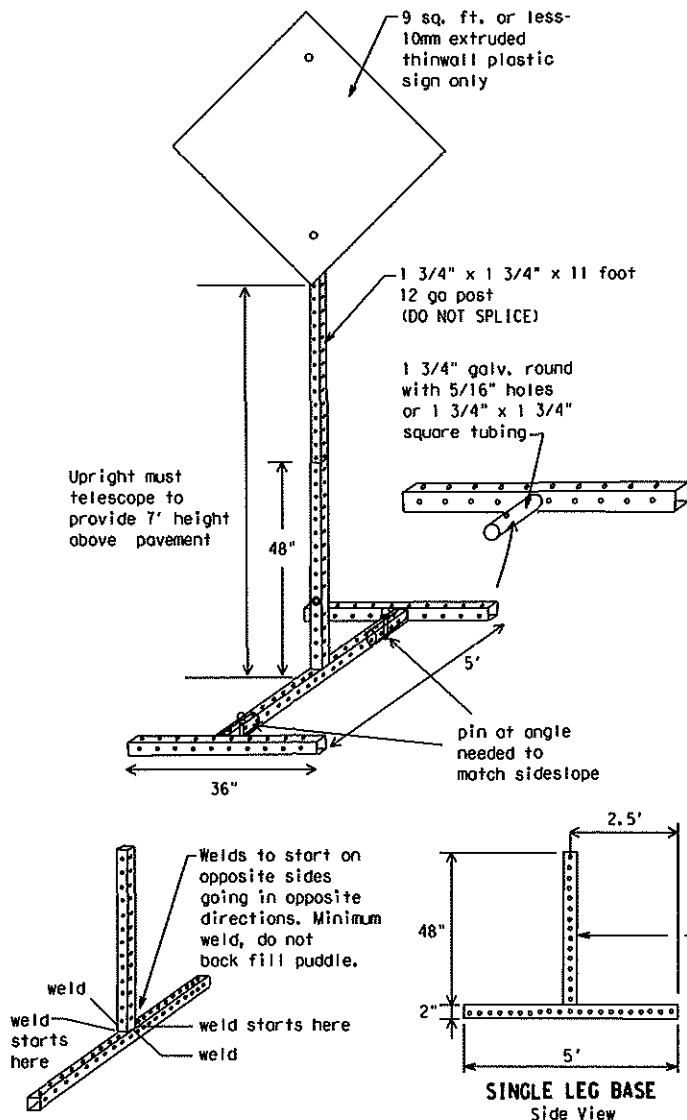
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS ☐



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- ☐ See BC(4) for definition of "Work Duration."
- $\times$ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- Δ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 13

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canal	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle	VEH	Time Minutes	TIME MIN
Highway	HWY	Upper Level	UPR LEVEL
Hour(s)	HR, HRS	Vehicles (s)	VEH, VEHs
Information	INFO	Warning	WARN
It Is	ITS	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left	LFT	West	W
Left Lane	LFT LN	Westbound	(route) W
Lane Closed	LN CLOSED	Wet Pavement	WET PVMT
Lower Level	LWR LEVEL	Will Not	WONT
Maintenance	MAINT		

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE

FORM
X LINES
RIGHT

USE
XXXX
RD EXIT

USE EXIT
I-XX
NORTH

USE
I-XX E
TO I-XX N

WATCH
FOR
TRUCKS

EXPECT
DELAYS

PREPARE
TO
STOP

END
SHOULDER
USE

WATCH
FOR
WORKERS

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

SHEET 6 OF 12



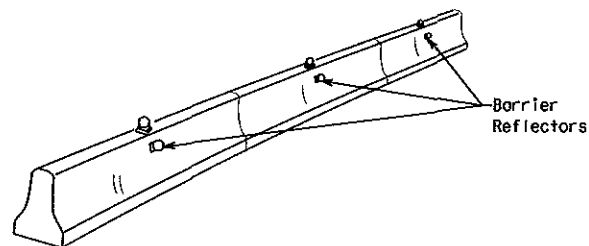
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

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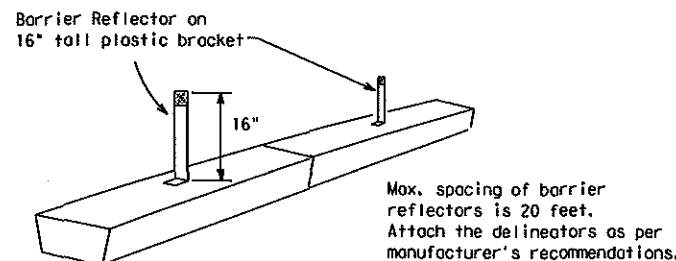
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

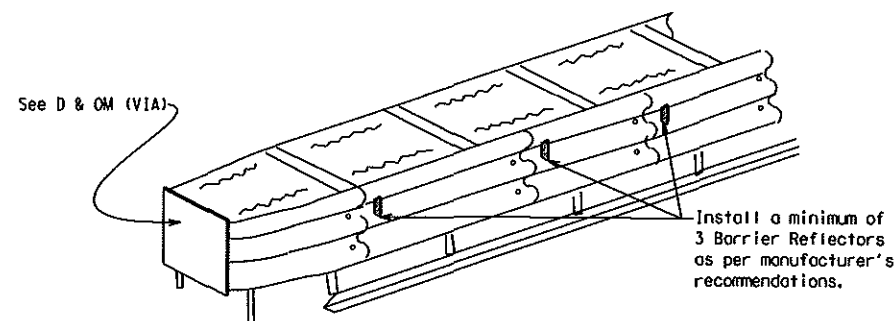


CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

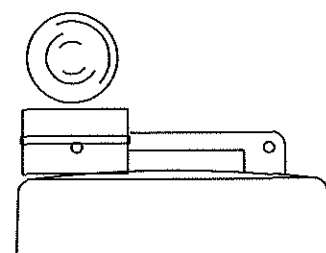
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

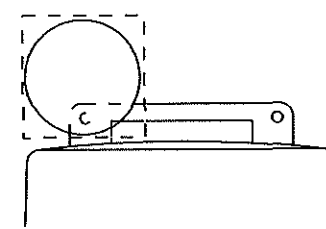
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



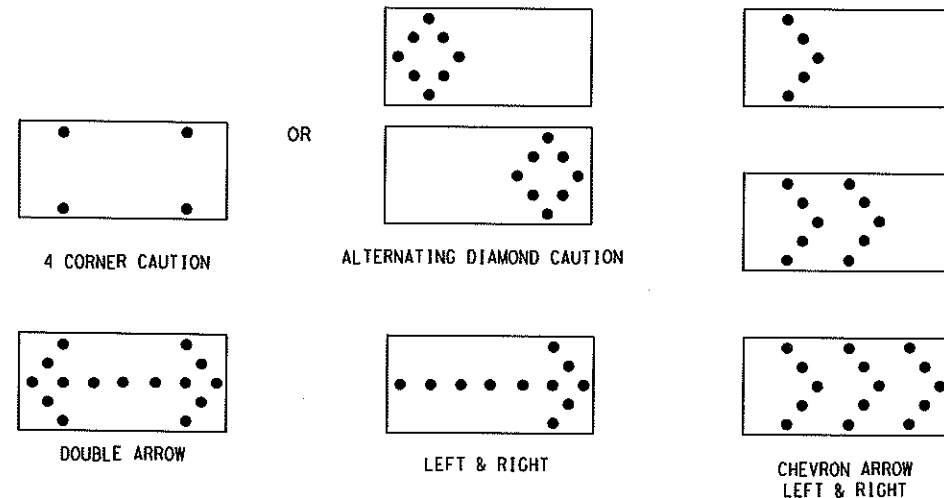
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

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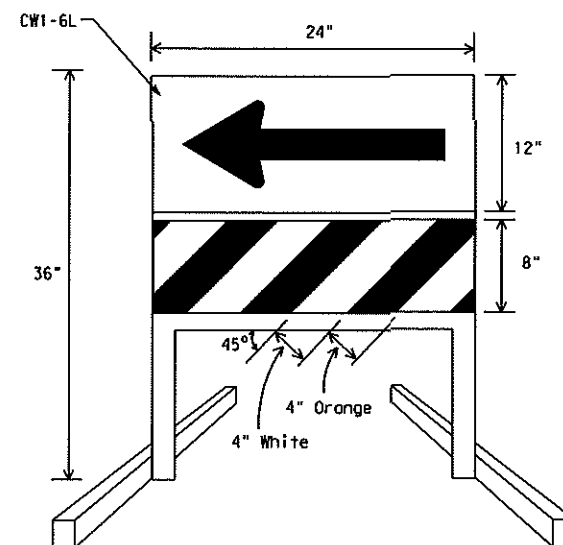
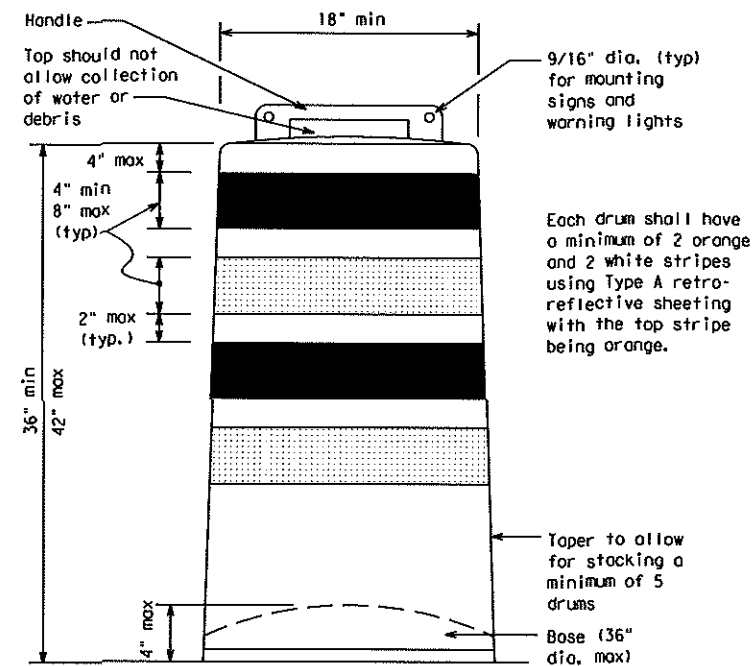
1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CMZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

Pre-qualified plastic drums shall meet the following requirements:

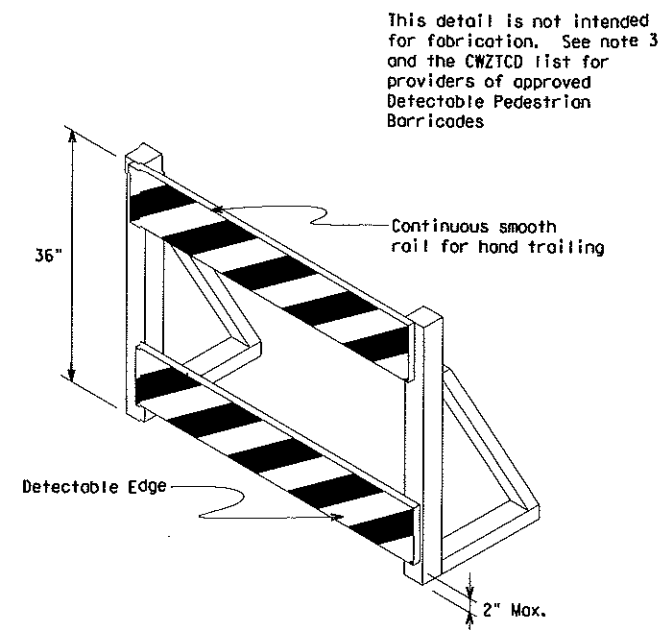
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

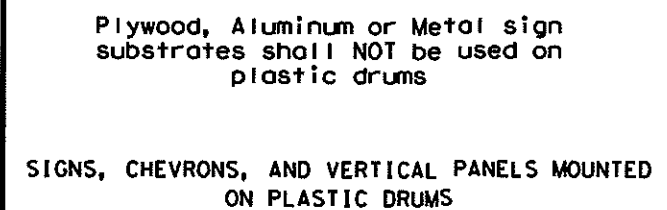
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.



1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B₈₀ or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC110) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



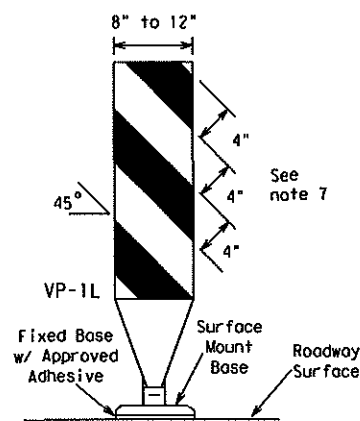
1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

 **Texas Department of Transportation**

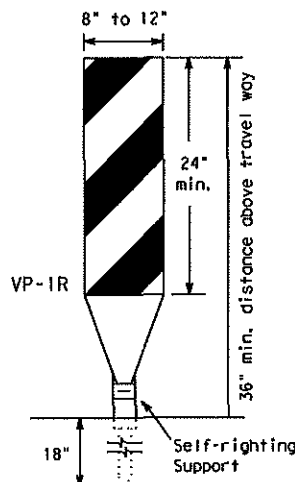
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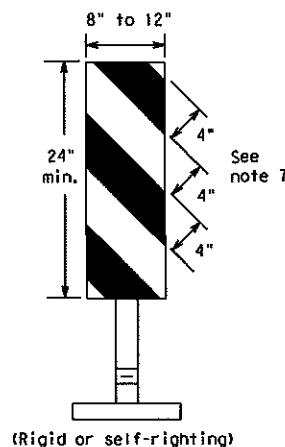
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FIXED
(Rigid or self-righting)

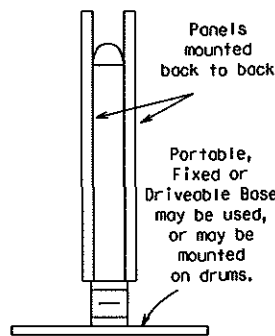
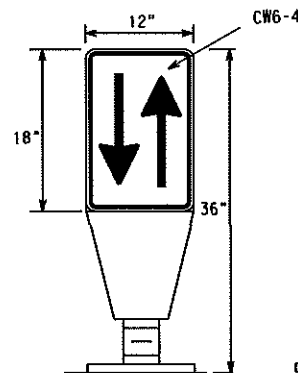


1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



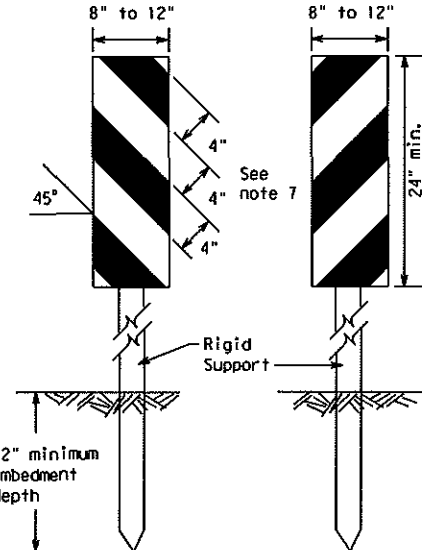
PORTABLE

VERTICAL PANELS (VPs)

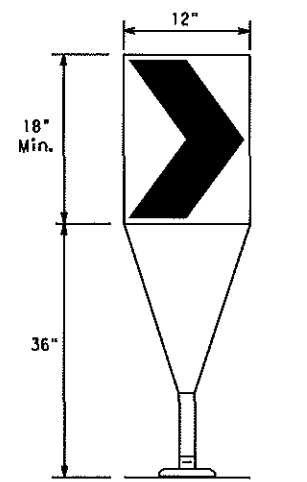


OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VP's.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VP's placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



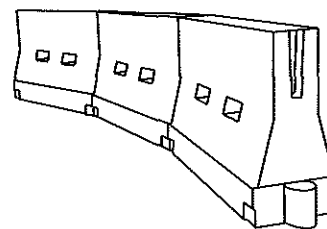
DRIVEABLE



Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed %	Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* * * Taper lengths have been rounded off.
L = Length of Taper (FT.) W = Width of Offset (FT.)
S = Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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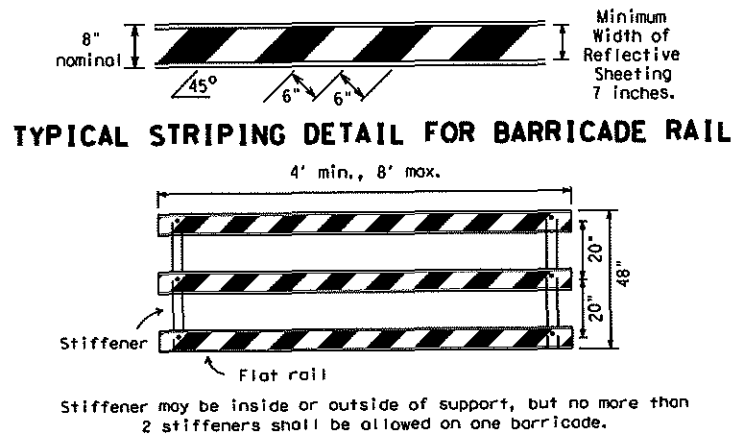
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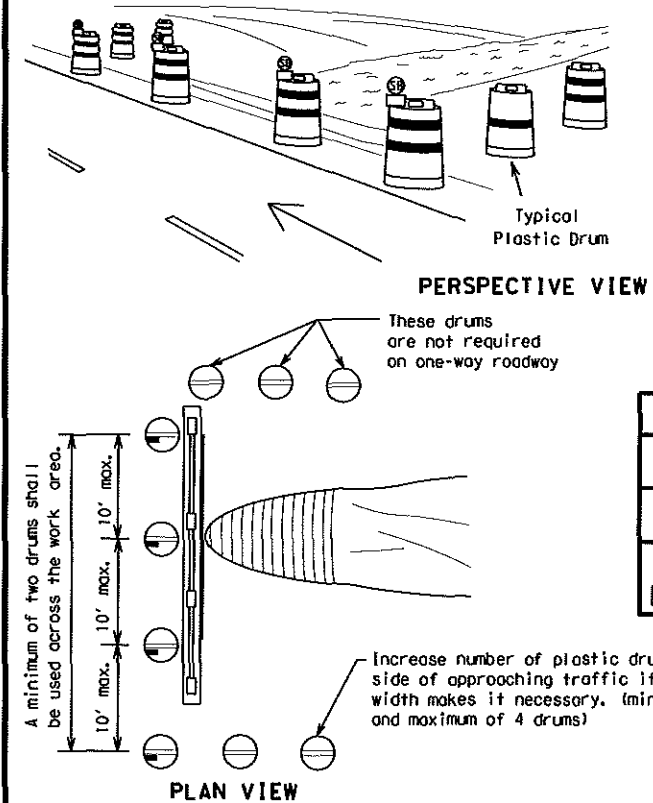
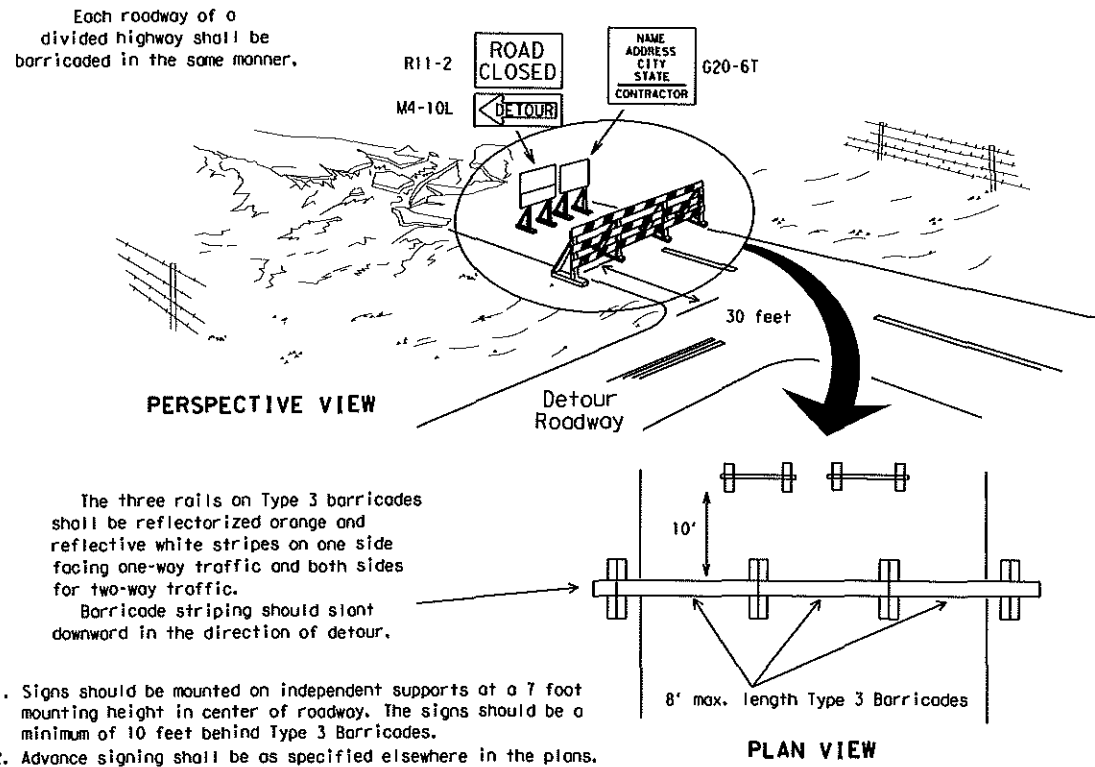
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



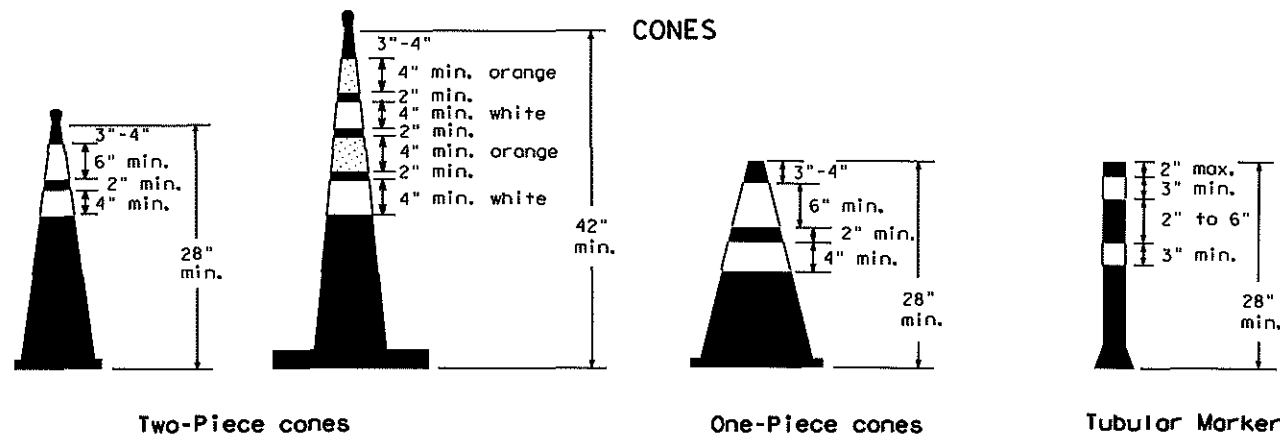
Each roadway of a divided highway shall be barricaded in the same manner.



1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

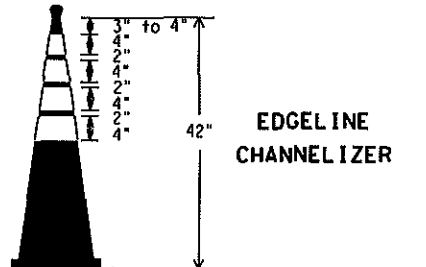
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

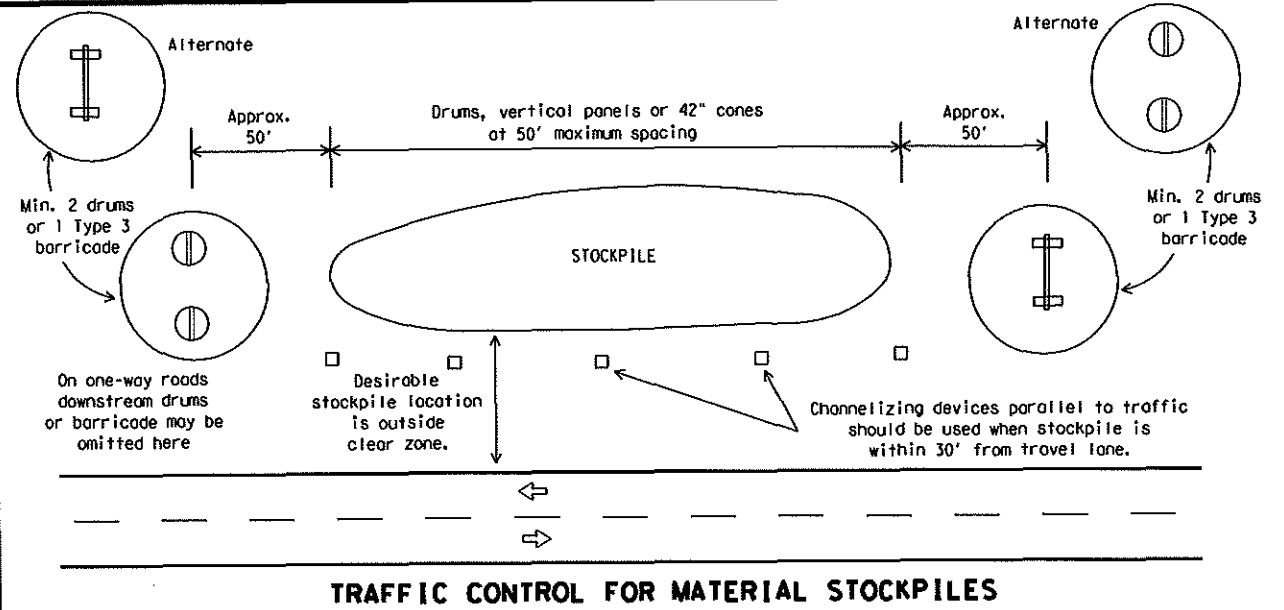


28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.



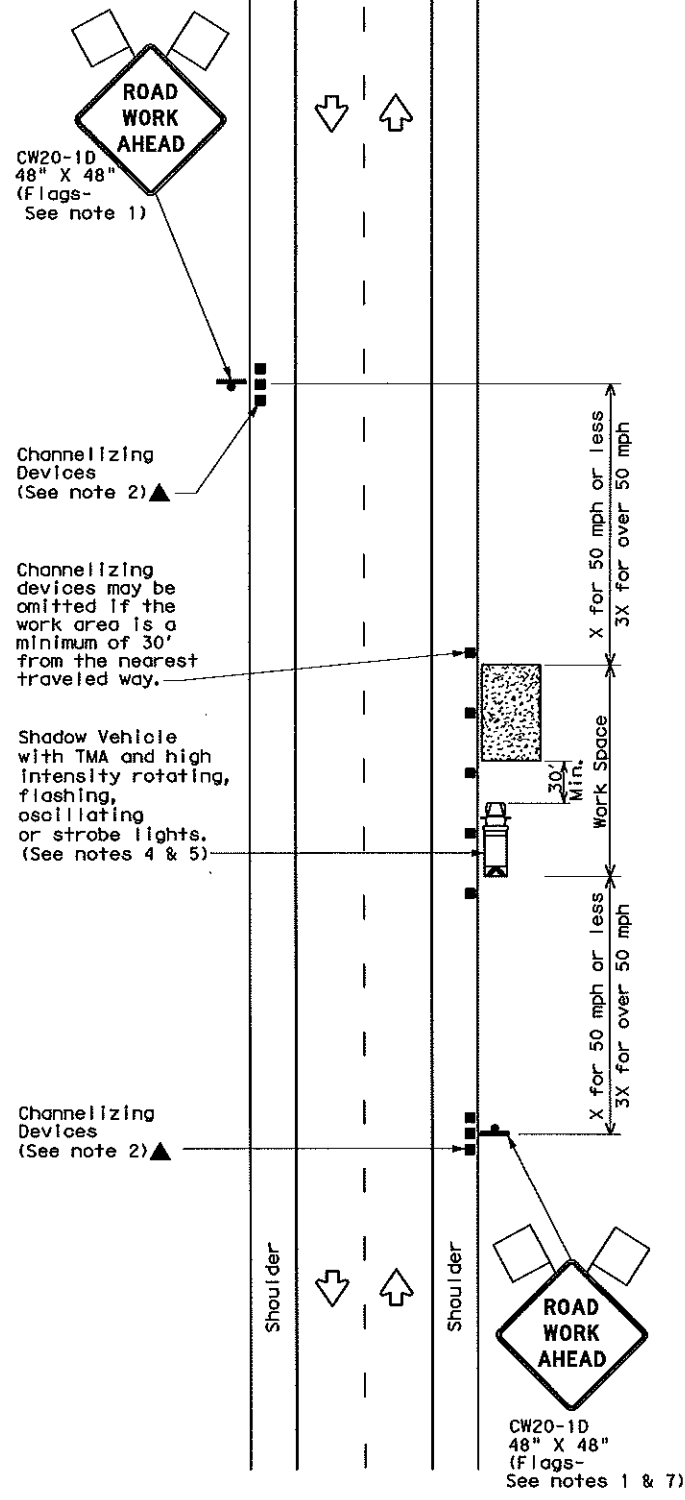
1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

SHEET 10 OF 12

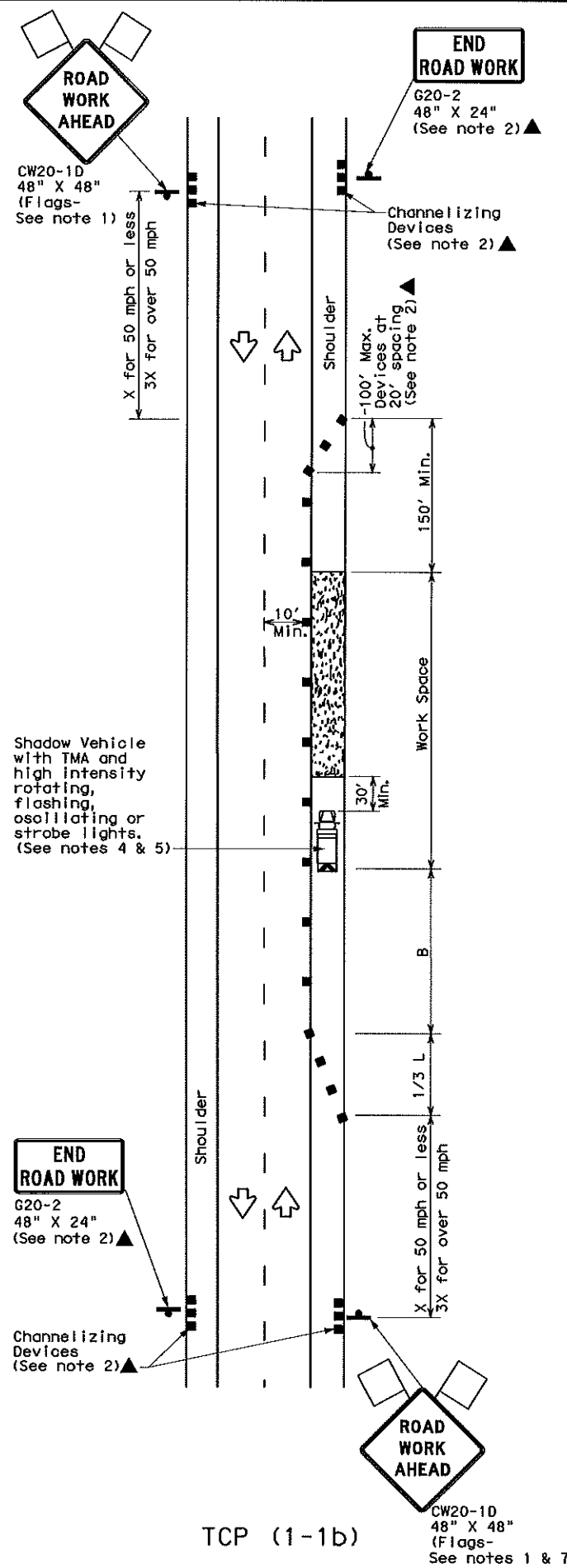
Texas Department of Transportation		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES			
BC(10)-13			
FILE: bc-13.dgn	DW: TxDOT	CR: TxDOT	REV: TxDOT
© TxDOT November 2002	CONT	SECT	JOB
9-07	DIST	COUNTY	SHEET NO.
7-13			

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose other than to provide a standard for the design of traffic control plans. This standard is not intended to be used as a basis for litigation or for damages resulting from its use.

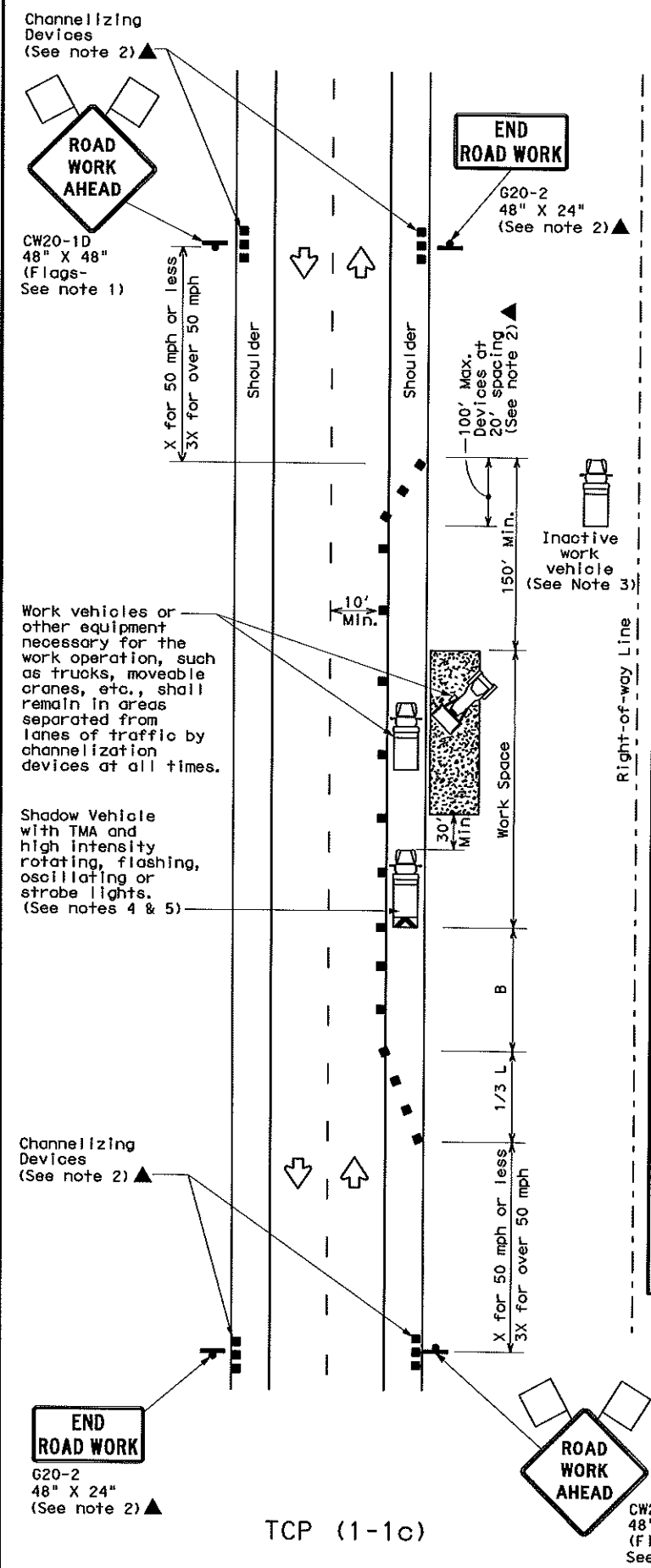
DATE: FILES:



TCP (1-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)
WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads

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

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

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

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

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

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

Texas Department of Transportation
Traffic Operations Division

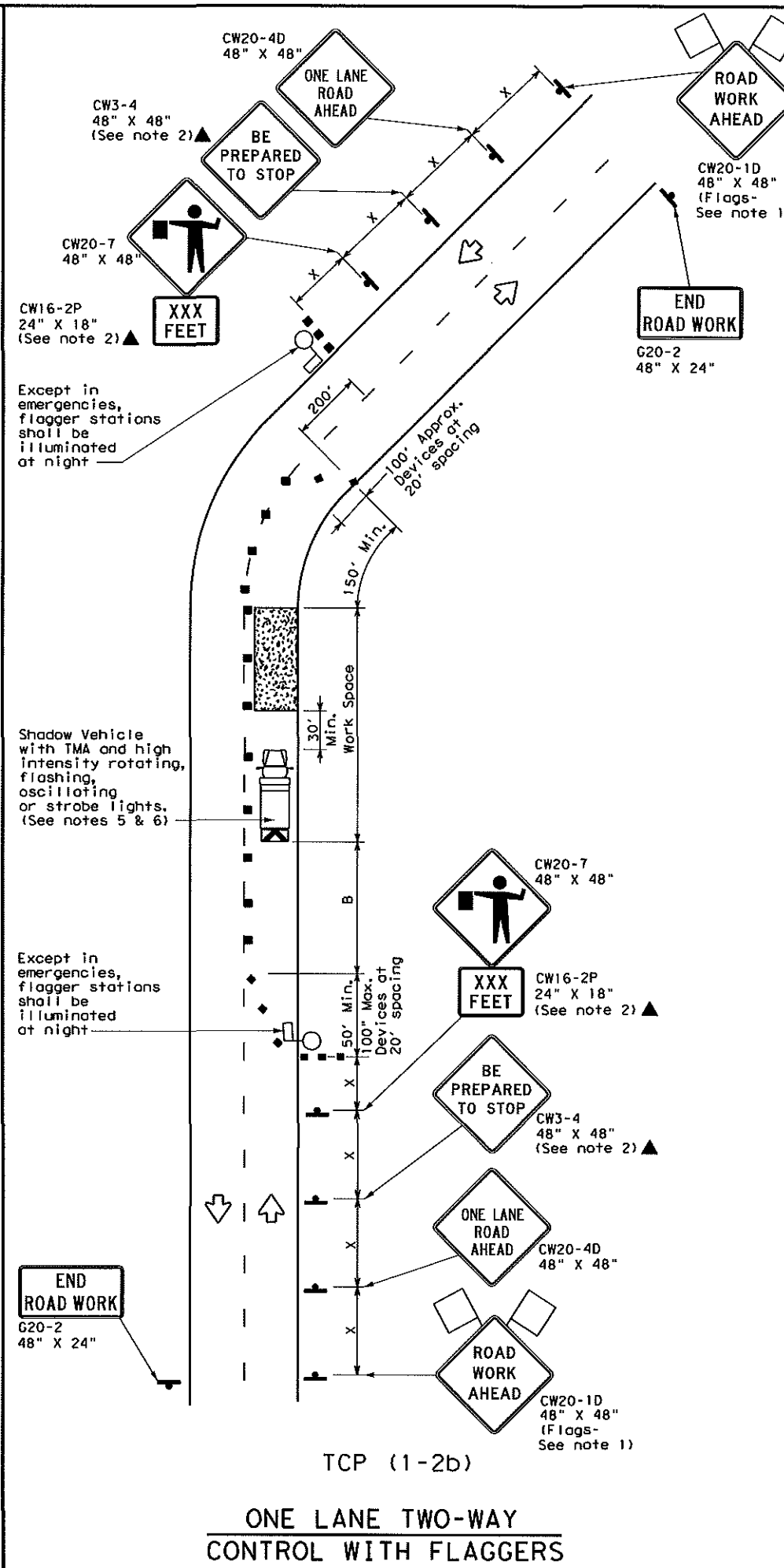
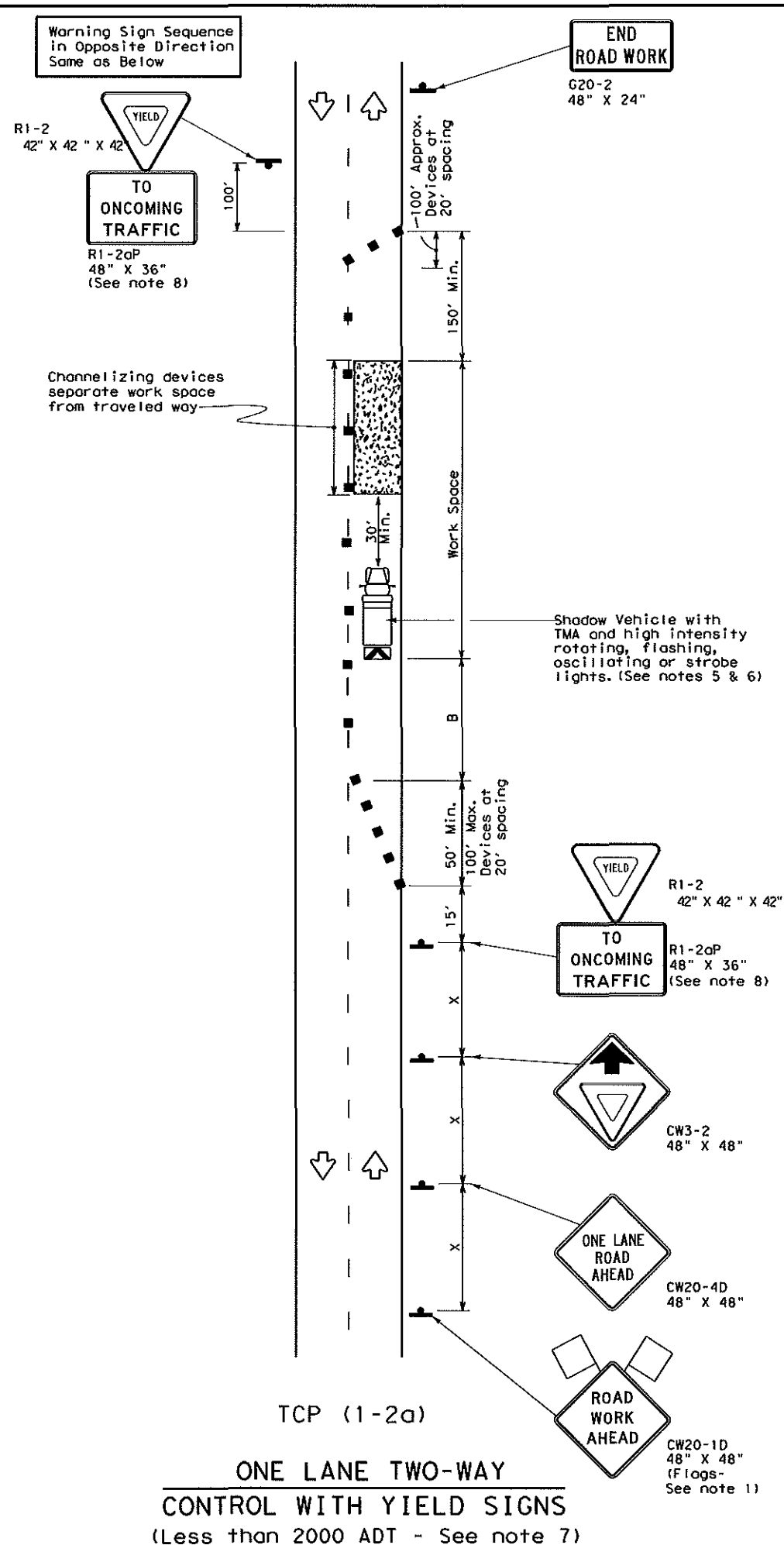
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1)-12

© TxDOT December 1985		DN: TXDOT	CK: TXDOT	DN: TXDOT	CK: TXDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-94	2-12				
8-95					
1-97					
4-98					
		DIST	COUNTY		SHEET NO.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any particular project. TxDOT assumes no responsibility for the consequences of any use of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "b" Distance	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.

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

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

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

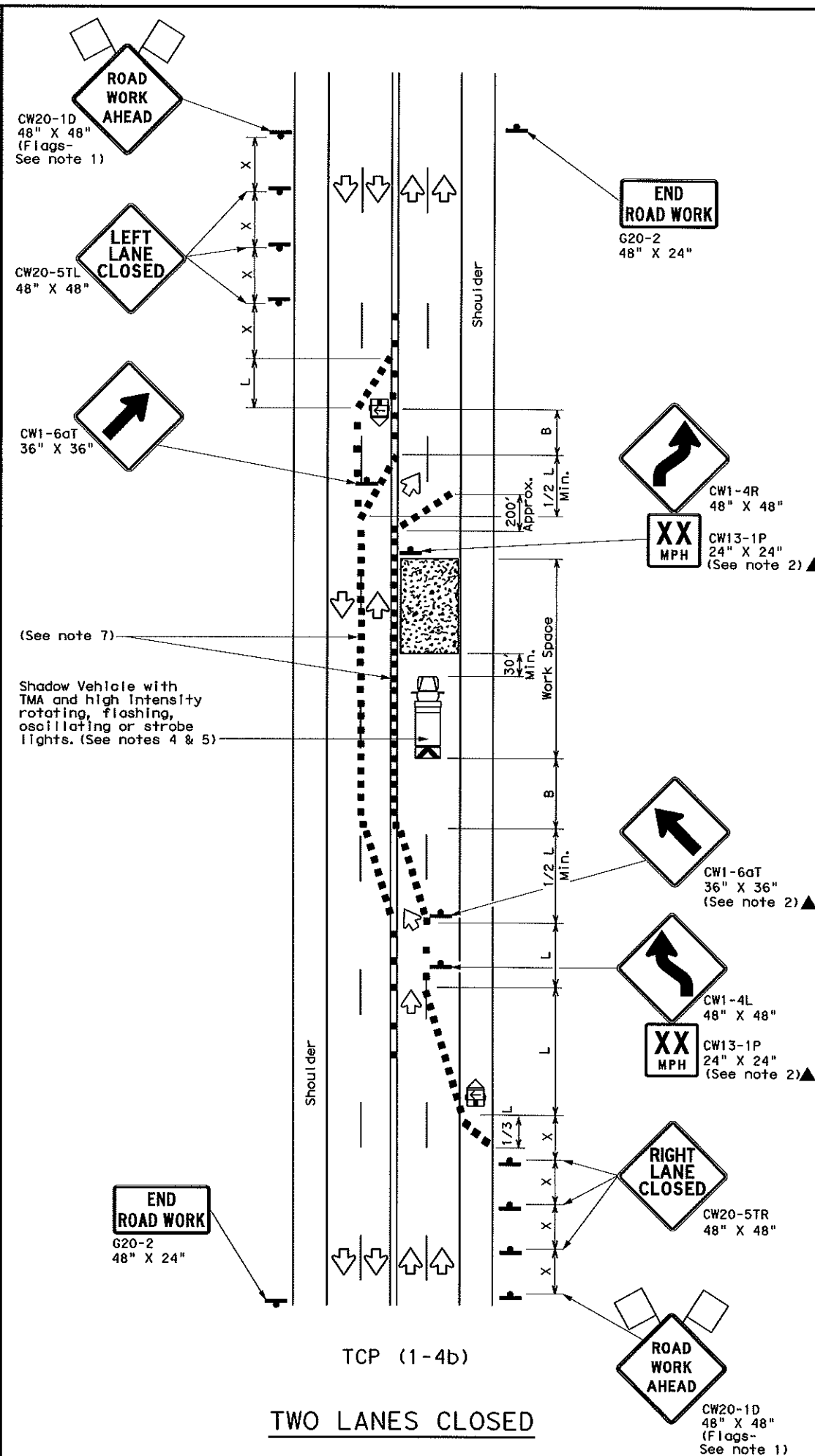
Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (1-2) - 12

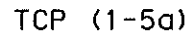
© TxDOT December 1985		DN: TXDOT	CK: TXDOT	DN: TXDOT	CK: TXDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
4-90	2-12				
2-94					
1-97					
4-98					
		DIST	COUNTY		SHEET NO.

DATE:
FILE:

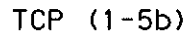


4	50
154	

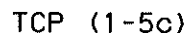
DISCLAIMER:



DATE:
FILE:



- See TCP (1-5a) for advance warning signs for lane closure



RAMP
CLOSED
AHEAD

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

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

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

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

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

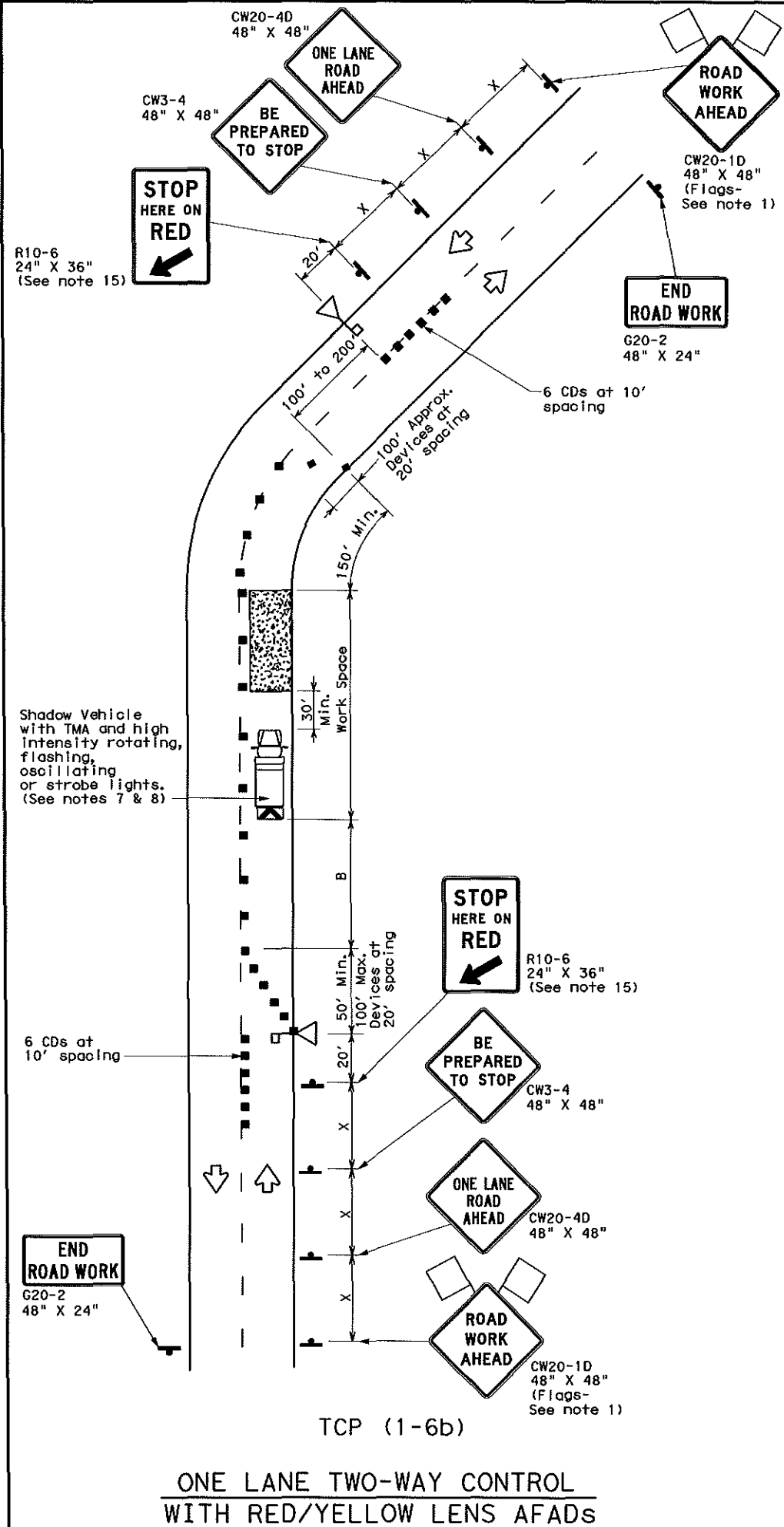
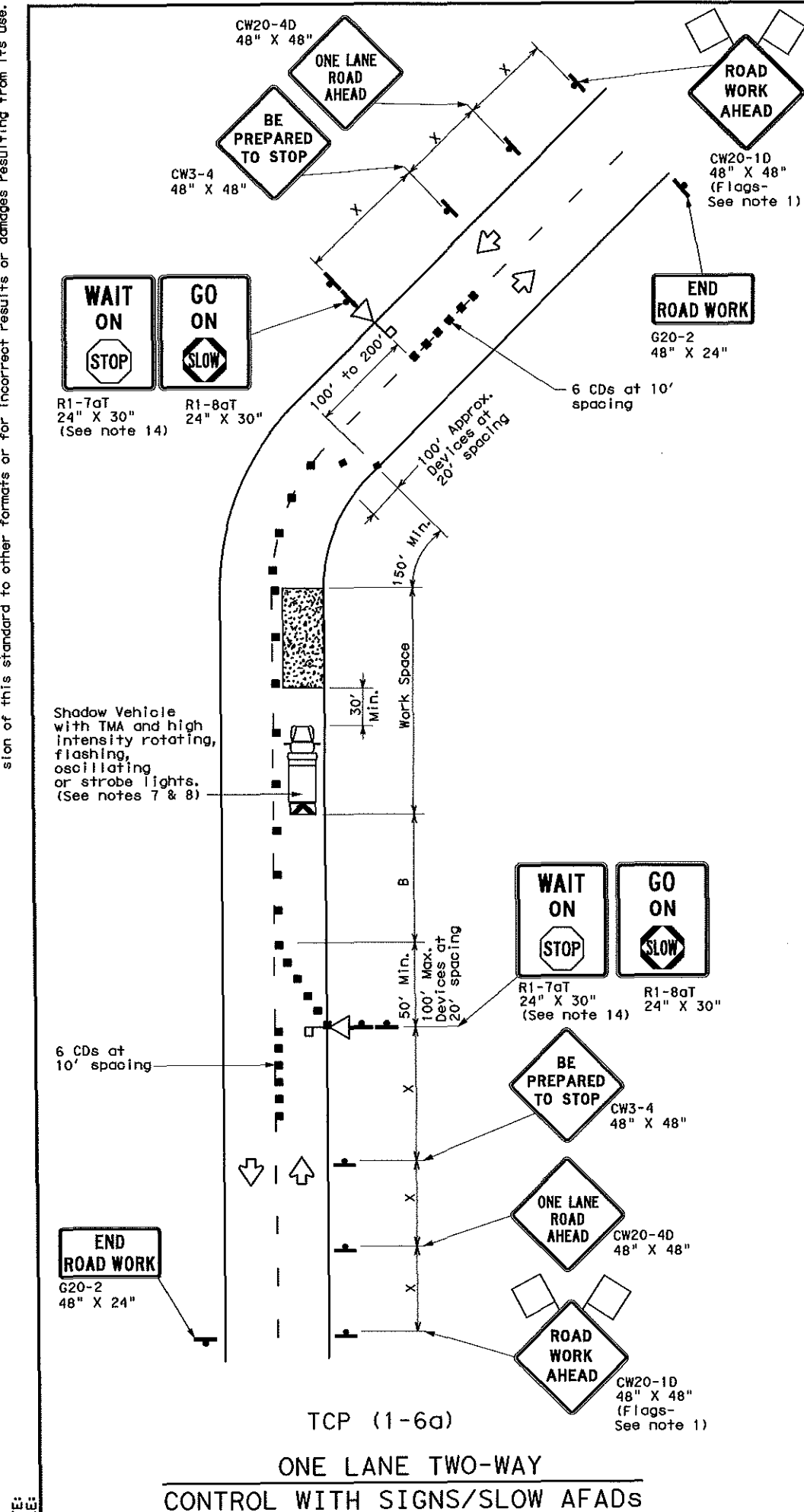
 **Texas Department of Transportation**
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP (1-5) - 12

© TxDOT February 2012 REVISIONS	DN: TXDOT		CK: TXDOT	DR: TXDOT	CL: TXDOT
	CONT	SECT	JOB		HIGHWAY
	DIST	COUNTY			SHEET NO.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever, TxDOT assumes no responsibility for the consequences of any use of this standard to other formats or for incorrect results or damages resulting from its use.



LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L=WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
- Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
- Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
- One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
- When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
- All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- The R1-TaT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
- The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

TCP (1-6) -12

©TxDOT February 2012	DH: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.	

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:

Gameday Traffic Control (Price per Game) \$19,450.00 per home game. Seven (7) home games.
\$136,150.00

Gameday Traffic Control (Price per Game)(BuyBoard 10% Discount per day)(\$1,945.00)
(\$13,615.00) Discount applied.

Not to Exceed \$122,535



HOUSTON - Remittance Address P.O. Box 95587
Grapevine, TX 76099-9709
281-453-6400

SALES QUOTATION

Quote Date	Quote ID
7/26/2023	MC072623COCS

Valid Through: 9/1/2023

City Of College Station

Marshall Wallace
PO Box 9960
College Station, TX 77842
Phone: 979-764-3569

Job Location:

2023 Gameday Traffic Control
City Of College Station
Quote Created By: Mikey

Item Description	Price	UOM	Quantity	Total
Gameday Traffic Control (Price per Game)	\$19,450.00	Per Each	7	\$136,150.00
Gameday Traffic Control (Price per Game)(BuyBoard 10% Discount)	(\$1,945.00)	Per Day	7	(\$13,615.00)

Note: The * indicates taxable items.

*Pricing is for Buyers to supply crews for setup of materials provided by
COCS for TAMU gameday traffic control*
BUYBOARD QUOTE Contract #703-23

Included: Mobilization covers initial set up and complete return of material. Partial Returns are subject to additional charges.

Return Fee will be charged in accordance with all delivery fees. Material must be picked up in same manner dropped off or additional fees may be applied.

Add'l Terms: All invoices are due Net ~~15~~. City is Net 30.

14 (Fourteen) days minimum required before job start.

8/2/2023

7/26/2023

Michael Cooper

Kevin
Buyers Barricades

Date

Accepted By:

Signature

Date

Print Name

Title

Company

Visit Our Website at www.buyersbarricades.com

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 23300675
General Service Contract
Form 08-10-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

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 K&S Rockwall 0104 2255 Ridge Rd, Ste 333 Rockwall TX 75087	CONTACT NAME: Claudia Searle PHONE (A/C, No, Ext): 972-771-4071 E-MAIL ADDRESS: claudia.searle@kandsins.com FAX (A/C, No): 972-771-4695
INSURED Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd. Spring TX 77373	INSURER(S) AFFORDING COVERAGE INSURER A : Allied World Surplus Lines Ins INSURER B : National Liability & Fire Insu INSURER C : AXIS Surplus Insurance Company INSURER D : Texas Mutual Insurance Company INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 395785677

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6004-1552	6/11/2023	6/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73APB006655	6/11/2023	6/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			P-001-000855463-02	6/11/2023	6/11/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	0001293376	8/31/2022	8/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GENERAL LIABILITY

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage (CG2010 04/13)

Automatic Additional Insured - Completed Operations; Provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage (CG2037 04/13)
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY K&S Rockwall 0104		NAMED INSURED Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd. Spring TX 77373	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Primary & Non-Contributory where required by a written contract between the named insured and any person or organization that requires such status
 GL0002100 08/16

Blanket Automatic Waiver of Subrogation endorsement that provide this feature, only when there is a written contract between the named insured and the
 certificate holder that requires it CG2404 05/09

Blanket Additional Insured for Lessor of Leased Equipment: CG2028 04/13

WORKERS COMPENSATION FORM WC4203004B

Blanket Waiver of Subrogation as required by written contract between the named insured and any person or organization that requires such status.

***ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.**

RE: 2023 TAMU Football Gameday Traffic Control

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 5

POLICY NUMBER 73 APB 006655	POLICY CHANGES EFFECTIVE 07/06/2023 12:01 AM	COMPANY National Liability & Fire Insurance Company
NAMED INSURED BUYERS BARRICADES INC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
CHANGES IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING FORM IS ATTACHED AND BECOMES A PART OF THE POLICY. M-5876 (05/2016) BLANKET ADDITIONAL INSURED ENDORSEMENT Prorate: 0.932 Additional Premium: Return Premium:		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to any person or organization you are required to add to this policy as an additional insured in a written agreement between you and the additional insured that is executed prior to the "accident" provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority; and
- 5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ 0

Company Name NATIONAL LIABILITY & FIRE INSURANCE COMPANY	Policy Number 73APB006655
	Endorsement Effective 06/11/2023 12:01AM
Named Insured BUYERS BARRICADES INC	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All work performed by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a written contract or written agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

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

☒ 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 8/31/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001293376 of Texas Mutual Insurance Company effective on 8/31/22

Issued to: BUYERS BARRICADES HOUSTON LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

8/26/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NOTICE OF CANCELLATION (AMENDMENT OF CANCELLATION CONDITION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

SECTION IV –COMMERCIAL GENERAL LIABILITY CONDITIONS and/or **SECTION IV –PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to include the following additional condition:

In the event that we cancel this policy for any reason, other than for the nonpayment of premium, we will provide advance written notice of such cancellation to the entity(ies) or individual(s) shown in the Schedule below in accordance with the number of days stated.

SCHEDULE		
Entity or Individual	Address	Number of Days Advance Written Notice of Cancellation (Other Than Nonpayment of Premium)
on file with with broker of record	on file with with broker of record	30

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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 8/31/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001293376 of Texas Mutual Insurance Company effective on 8/31/22

Issued to: BUYERS BARRICADES HOUSTON LLC

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

8/26/22

August 24, 2023
Item No. 6.3.
2022 Bond: Rock Prairie East Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Binkley & Barfield | DCCM, Inc. in the amount of \$1,404,740.50 for professional services for the Rock Prairie East Widening Project (Town Lake Dr. to William D. Fitch Pkwy) as part of the 2022 Bond Program.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

This project will widen Rock Prairie East from Town Lake Drive to William D. Fitch Parkway, transforming the two-lane asphalt roadway into a four-lane concrete roadway with separated bike lanes and sidewalks along each side. In addition, the project will include storm sewer, street lighting, and a traffic signal at Town Lake.

The City of College Station received eight (8) Statements of Qualifications (SOQ) in response to the Request for Qualifications (RFQ). Following the review process, Binkley & Barfield | DCCM was selected as the most qualified firm for the project.

Budget & Financial Summary: Funds in the amount of \$16,100,000 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$2,431 has been expended or committed to date, leaving a balance of \$16,097,569 for this design contract and remaining project expenses. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

Attachments:

1. Rock Prairie East 2022 Bond Project Location Map
2. Rock Prairie East 2022 Bond Vendor Signed Contract

Project Location Map

Rock Prairie East Widening

(ST2303)

Legend

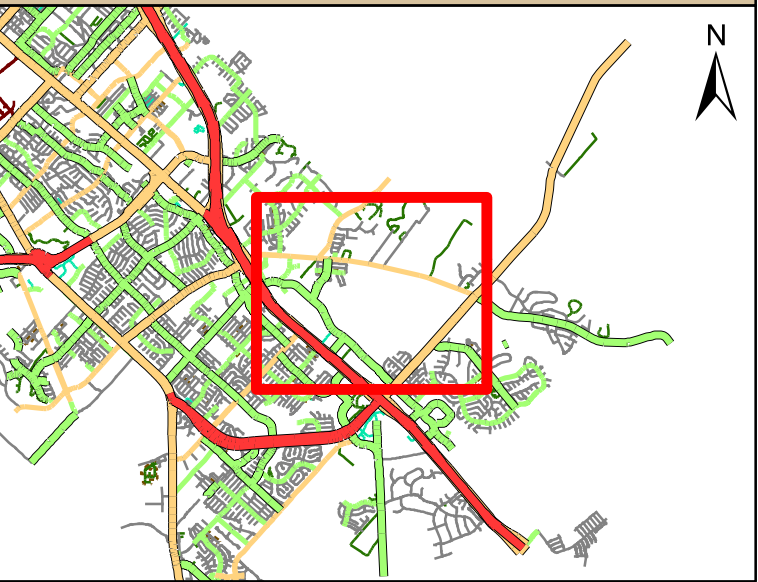
Streets

Functional Classification

- FREEWAY
- MAJOR ARTERIAL
- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- PRIVATE STREET
- ALLEY
- ACCESS ROADS

Project Location

Overview Map



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300666 PROJECT#: ST2303 BID/RFP/RFQ#: 23-039

Project Name / Contract Description: Rock Prairie East Widening

Name of Contractor: Binkley & Barfield | DCCM

CONTRACT TOTAL VALUE: \$ 1,404,740.50 Grant Funded Yes ☐ No ☐
If yes, what is the grant number:

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

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

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

Eight (8) Statements of Qualifications (SOQ) were submitted. Funds in the amount of \$16,100,000 are currently budgeted for this project in the Streets Capital Improvement Projects Fund.

A total of \$2,431 has been expended or committed to date, leaving a balance of \$16,097,569 for this design contract and remaining project expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 08/24/23 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 _____ DATE _____

MAYOR (if applicable) _____ DATE _____

N/A _____ DATE _____

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
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **BINKLEY & BARFIELD|DCCM**, a TEXAS corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

Rock Prairie East Widening Project (RFQ 23-039)

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Million, Four Hundred Four Thousand, Seven Hundred Forty and 50 /100 Dollars (\$ 1,404,740.50).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 180 **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 105 **calendar days** after authorization to commence PPD.
- (c) Final Design: 140 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

August 31, 2026

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant 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 deducted by the City from current amounts owed to Consultant for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, 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 any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$ 14,000,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

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

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

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

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

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

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers

or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

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

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

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

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

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

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

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

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

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

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate 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 must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such

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

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

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

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract.

The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) Consultant shall procure liability insurance covering its obligations under this section.**

- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. 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.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that 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, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, 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.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant 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 work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements 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.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage 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 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) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, 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 Consultant'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, Consultants 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) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is 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 Worker's 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, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, 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:
 - i. Definitions:

Certificate of coverage ("certificate") - A copy of a 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.

- ii. 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.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. 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.
- v. 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.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. 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.
- viii. 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.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

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

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, 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.
- xi. 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 contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.08 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents)

("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

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

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

City of College Station

Attn: Raquel Gonzales PE

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

ragonzales@cstx.gov

BINKLEY & BARFIELD|
DCCM



Attn: Brandon Boatcallie, PE

1701 Southwest Pkwy Ste 111

College Station, TX 77840

bmb@binkleybarfield.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party

to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.06 Invalidity. If any provision of this Contract 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 Contract with legal terms and conditions approximating the original intent of the parties.

14.07 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 Contract 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 Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

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

14.13 Verification No Boycott of 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

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.15 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

List of Exhibits

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

BINKLEY & BARFIELD|DCCM

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT B
PAYMENT TERMS**

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee 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.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Design

<i>Subsurface Utility Engineering (Unit Cost / Specified Rate)</i>	\$ 53,780.00
<i>Utility Coordination (Lump Sum)</i>	\$ 23,951.50
<i>Project Management & Engineering Design Services (Lump Sum)</i>	\$ 774,990.50
<i>Traffic Engineering Services (Traffic Study) (Lump Sum)</i>	\$ 36,189.50
<i>Public Engagement Services (Lump Sum)</i>	\$ 14,955.50
<i>Topographic Surveying Services (Lump Sum)</i>	\$ 85,000.00
<i>Misc. Topographic Surveying Services (Hourly)</i>	\$ 10,000.00
<i>Geotechnical Engineering Services (Estimated NTE)</i>	\$ 28,200.00
<i>Tree Inventory and Design Services (Lump Sum)</i>	\$ 26,690.00
<i>ADA Registration, Plan Review, Site Inspection (Estimated NTE)</i>	\$ 2,500.00
Design Subtotal	\$1,056,257.00

Bidding and Construction

<i>Bidding and Construction Phase Services (Lump Sum)</i>	\$ 67,758.50
<i>Construction Materials Testing Services (Unit Rate)</i>	\$ 271,365.00
<i>Tree Construction Phase Services (Hourly)</i>	\$ 9,360.00
Bidding and Construction Subtotal	\$ 348,483.50

Total Project Fee	\$ 1,404,740.50
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June 27, 2023

Via: E-Mail

Raquel Gonzales, PE, CFM
Project Manager
City of College Station
300 Krenek Tap Road
College Station, TX 77840

RE: Proposal for Professional Services – Rock Prairie Road East Widening Project

Dear Raquel:

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 Rock Prairie Road East Widening Project. We are excited that you have selected us for this assignment. It is our understanding that the project scope includes widening Rock Prairie Road East from Town Lake Drive to William D. Fitch Parkway (approx. 9,950 LF) and generally includes topographic surveying, geotechnical engineering, subsurface utility engineering, utility coordination, 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 subsurface utility engineering, utility coordination, project management, engineering design, traffic engineering, public engagement, and bidding and construction phase services.

Subsurface Utility Engineering

BBI will provide up to 8,000 LF of SUE QL B designation and 14 QL A test holes (in one mobilization) on a Unit Cost and Specified Rate Basis per BBI's current billable rate schedule including provisions for reimbursable expenses.

Utility Coordination

BBI will assist the City with utility coordination efforts by developing and updating a utility conflict matrix, attending utility field and coordination meeting (24 hours), and reviewing utility owner relocation plans (32 hours - 8 utilities, 4 hours each).

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 Rock Prairie Road East Widening project (from Town Lake Drive to William D. Fitch Parkway). 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. (12 sheets total)
2. Three-phase Traffic Control Plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (42 sheets total)

3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, structures, trees, etc.). (10 sheets total)
4. Roadway Design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets, & Intersection Layouts. (31 sheets total)
5. Roadway Contour Layouts (10 sheets total)
6. Storm sewer plan and profile sheets, lateral profiles, drainage area maps, and hydrologic and hydraulic calculations. (32 sheets total)
7. Culvert layouts, drainage area maps, and hydrologic and hydraulic calculations. (8 sheets total)
8. Fiber Optic Conduit Plan and Profile sheets. (From Town Lake Drive to COCS Forestry Building - 10 sheets total)
9. Illumination Layout sheets. (10 sheets total)
10. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections. (10 sheets total)
11. Storm Water Pollution Prevention Sheets including design of pollution prevention measures (silt fence, construction entrance, rock filter dams, etc. as required). (10 sheets total)
12. Tree Data Sheets (To include tree inventory summary, trees identified for removal and structural/critical root zone determination). (10 sheets total)
13. Miscellaneous detail sheets as required (To include roadway, drainage, tree protection, etc.) (8 sheets total)
14. Design standards (to include TCP, Roadway, Drainage, Utilities, Lighting, Traffic, SW3P, and Tree Protection). (54 sheets total)
15. Opinion of probable construction costs (to be submitted with 30%, 60%, 90%, and 100% 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.

William D. Fitch Intersection Alternatives Analysis: Prior to the 30% submittal, BBI will provide an intersection alternatives analysis at William D. Fitch Parkway. The analysis will include three conceptual intersection designs, in KMZ format, and a decision matrix.

Traffic Engineering

BBI will provide the following traffic engineering services:

Traffic Study

1. Data Collection / Traffic Counts
 - a. BBI will visit the site to document existing conditions.
 - b. BBI will coordinate collection and review of traffic count data.
 - c. BBI will collect weekday AM and PM peak hour turning movement counts (7-9 AM, 4-6 PM) at the following study intersections:
 - i. Bird Pond Road at Rock Prairie Road
 - ii. Town Lake Drive at Rock Prairie Road
 - iii. Dublin Parkway at Rock Prairie Road
 - iv. Williams Lake Road at Rock Prairie Road
 - v. Joe Will Drive at Rock Prairie Road
 - vi. William D. Fitch Parkway at Rock Prairie Road
 - d. BBI will collect 24-hour bi-directional volume counts for the following roadways:

- i. Rock Prairie Road (between Harris Drive and Bradley Road)
- 2. Meetings
 - a. BBI will attend two virtual meetings with City staff to discuss and review the traffic study and traffic-related concerns and solutions.
- 3. Coordination
 - a. BBI will coordinate with the City's Traffic Engineering staff on the overall scope of the Traffic Impact Analysis to ensure that any issues or concerns are covered in the report.
- 4. Traffic Impact Study
 - a. Study Assumptions
 - i. Analysis Time Periods
 - 1. Weekday AM Peak Hour (between 7am-9am)
 - 2. Weekday PM Peak Hour (between 4pm-6pm)
 - ii. Analysis Scenarios
 - 1. Opening Year (2025)
 - 2. 20-year (2045)
 - 3. 30-year (2055)
 - iii. Study Intersections
 - 1. The study intersections will include the counted intersections described above.
 - b. Analysis
 - i. Traffic Forecasts
 - 1. Traffic forecasts will be prepared for each of the study intersections based on the analysis time periods for each analysis scenario, each as described above.
 - ii. Crash Analysis
 - 1. BBI will conduct a crash analysis for each of the study intersections for five years, each as described above.
 - 2. BBI will conduct a crash analysis for the roadway segments between intersections.
 - iii. Roadway Capacity Analysis
 - 1. BBI will conduct a capacity analysis for the roadway based on the analysis time periods for each analysis scenario, each as described above.
 - iv. Intersection Capacity Analysis
 - 1. BBI will conduct the level of service analysis for each of the study intersections based on the analysis time periods for each analysis scenario, each as described above.
 - v. Turn Lane Analysis
 - 1. BBI will evaluate the need for auxiliary lanes per the City and TxDOT specific requirements.
 - 2. BBI will evaluate the operations of the proposed turn lanes to ensure no issues are anticipated.
 - vi. Traffic Signal Warrant Analysis
 - 1. BBI will evaluate peak hour warrant, as presented in the latest edition of the TMUTCD, for the installation of a traffic signal based on the analysis time periods for each analysis scenario, as described above at the following study intersections:
 - a. Town Lake Drive at Rock Prairie Road (with future Bird Pond Road realignment at Town Lake intersection)
 - b. William D. Fitch Parkway at Rock Prairie Road
 - c. Report
 - i. BBI will prepare a report summarizing the work tasks and findings of this study as well as any geometric and/or traffic control improvements that may be

recommended. The final report will be submitted to the city review unless otherwise requested.

Public Engagement

BBI will present at public meetings where the public is made aware of the proposed project and will prepare meeting materials including sign in sheets, handouts, and exhibits. The project scope includes preparation for, and attendance at, up to two (2) public 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 42 site visits/progress meetings (bi-weekly construction meetings for 21 months) 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. BBI will provide monthly 360 GoPro videos (21 total) as part of the progress meeting deliverable. Videos are provided for reference only to assist the City in processing monthly pay apps. (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 plan set in both Microstation DGN, and Adobe PDF formats.

B. Services to be provided by Baseline Corporation (BL):

BL will provide topographic surveying services per *Attachment A: Baseline Corporation Proposal for Surveying Services dated June 21, 2023*.

C. Services to be provided by Terracon:

Terracon will provide geotechnical engineering and construction materials testing services per *Attachment B: Terracon Proposal for Geotechnical Engineering Services dated June 22, 2023*, and *Attachment C: Terracon Proposal for Construction Materials Testing Services dated June 22, 2023*.

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 June 23, 2023*.

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 as outlined above.
- The City will advertise and bid the project per the City's current procurement process.

- The City will provide construction inspection services and
- 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 180 calendar days (60 calendar days for data collection and 120 calendar days for conceptual design), 60% design plans within 105 calendar days, 90% design plans within 105 calendar days, and 100% plans within 35 calendar days.

H. Assumptions:

- The project scope includes the design of a dedicated right turn lane, along Rock Prairie Road East, at the Town Lake Drive intersection if required.
- 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.
- Water, sewer, and private utility design services are not included in the scope of services and will be the responsibility of the respective utility companies.
- Project limits include Rock Prairie Road East from Town Lake Drive to William D. Parkway. 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

<i>Subsurface Utility Engineering (Unit Cost / Specified Rate)</i>	\$ 53,780.00
<i>Utility Coordination (Lump Sum)</i>	\$ 23,951.50
<i>Project Management & Engineering Design Services (Lump Sum)</i>	\$ 774,990.50
<i>Traffic Engineering Services (Traffic Study) (Lump Sum)</i>	\$ 36,189.50
<i>Public Engagement Services (Lump Sum)</i>	\$ 14,955.50
<i>Topographic Surveying Services (Lump Sum)</i>	\$ 85,000.00
<i>Misc. Topographic Surveying Services (Hourly)</i>	\$ 10,000.00
<i>Geotechnical Engineering Services (Estimated NTE)</i>	\$ 28,200.00
<i>Tree Inventory and Design Services (Lump Sum)</i>	\$ 26,690.00
<i>ADA Registration, Plan Review, Site Inspection (Estimated NTE)</i>	\$ 2,500.00
Design Subtotal	\$1,056,257.00

Bidding and Construction

<i>Bidding and Construction Phase Services (Lump Sum)</i>	\$ 67,758.50
<i>Construction Materials Testing Services (Unit Rate)</i>	\$ 271,365.00
<i>Tree Construction Phase Services (Hourly)</i>	\$ 9,360.00
Bidding and Construction Subtotal	\$ 348,483.50

Total Project Fee	\$ 1,404,740.50
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All work to be completed on a unit rate basis will be in accordance with their respective rate sheets provided within this proposal. 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 for this assignment and we look forward to working with the City of College Station.

Sincerely,
Binkley & Barfield



Brandon M. Boatcallie, P.E.
Project Principal
bmb@binkleybarfield.com



Binkley & Barfield, Inc.
2023 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$318.00
Sr. Project Manager	Hour	\$290.00
Project Manager	Hour	\$225.00
Structural Engineer	Hour	\$225.00
Construction Manager	Hour	\$225.00
Sr. Project Engineer	Hour	\$190.00
Project Engineer	Hour	\$161.00
Field Engineer	Hour	\$175.00
Electrical & Instrumentation Engineer	Hour	\$190.00
Engineer Technician	Hour	\$158.00
EIT II	Hour	\$145.00
Graduate Engineer/EIT I	Hour	\$127.00
Structural Inspector	Hour	\$145.00
Construction Observer/Sr. Inspector III	Hour	\$145.00
Construction Observer/Inspector II	Hour	\$135.00
Construction Observer/Inspector I	Hour	\$110.00
Sr. Designator	Hour	\$122.00
Designator	Hour	\$105.00
Sr. Utility Coordinator	Hour	\$176.00
Utility Coordinator	Hour	\$154.00
Production Manager	Hour	\$237.00
Production Technician	Hour	\$99.00
Sr. Electrical Designer	Hour	\$165.00
Sr. CADD/Designer	Hour	\$157.00
CADD/Designer	Hour	\$142.00
CADD Technician	Hour	\$117.00
GIS Manager	Hour	\$150.00
GIS Analyst	Hour	\$107.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$100.00
Clerical/Administrator	Hour	\$92.00
3D Modeling	Day	\$955.00

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

Attachment A

Baseline Corporation Proposal for Surveying Services

June 21, 2023

Greg Lanting, PE
Binkley & Barfield – Brazos Valley Region
1701 Southwest Pkwy, Suite 111
College Station, Texas 77840

**Re: Fee Proposal for Professional Services
Topographic Surveying – Rock Prairie Rd. East in College Station, Texas**

Baseline (BL) appreciates the opportunity to provide this Scope and Fee Proposal for topographic surveying services to Binkley & Barfield (Client), the prime contractor on this City of College Station (City) project, for the design of street reconstruction and utility relocations of Rock Prairie Road East, generally between Town Lake Drive and Wm. D. Fitch Pkwy., with a width of no less than 150 feet (Project Route).

Survey Scope:

Topographic survey w/ SUE surveying, LiDAR scan and Tree locations

Utilizing new and previous field and record data, BL will prepare an up-to-date, comprehensive Topographic survey of the Project Route. Project control and benchmarks will be established through the Project Route and referenced to the City's GPS Control monuments and their current datums (NAD83 & NAVD88).

BL will coordinate with Client's contracted Arborist, Subsurface Engineering designators, as well as City of College Station and Texas 8-1-1 utility locators, to survey their buried utility marks, potholes and associated buried utility features, as needed and requested by the Client.

Miscellaneous Surveying throughout duration of project design

Upon requests of Client, locate additional utility features, surface features, trees, etc... which are discovered or constructed by others as the project design phase progresses. These may include offsite topographic and utility features that were not included in the initial Topographic Survey scope and deliverable or features and utilities that are later installed by others within or adjacent to the Project Route.

This scope does not include Right-of-Way Parcels nor Easement surveys.

Deliverables:

BL will create and maintain the CAD files in AutoCAD Civil 3d software, with deliverables being .dwg .dgn .xml and .txt exported files. Existing R.O.W., property and easement lines, as well as proposed R.O.W. parcels will be included, but prepared under a separate contract with the City.

Compensation:

TOPO with SUE, LiDAR and Trees: the topographic scope of work detailed above will be invoiced on a by-the-hour basis per the attached Rate Sheet.

The total fee shall not exceed **\$ 85,000**.

Misc. Surveying: the miscellaneous scope of work detail above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 10,000**.

Sales tax is not collected on topographic surveying. As the job progresses, monthly invoices for the percentage of work completed will be invoiced to the Client.

Schedule:

BL will deliver the up-to-date Topo survey files within 60 days of receiving a Notice to Proceed. Interim deliverables of high-priority areas, historic topo files, LiDAR data, etc... can be delivered before the comprehensive Topo files are finished.

BL will coordinate the surveying schedule with the Client and its other contractors to locate utilities and other features in a timely manner. At least 1 day of notice is required to ensure that BL will be able to locate utilities that will be exposed only on a specific date. Typically, BL will perform location fieldwork within 3 work days of the Client's request.

Client Provided Services:

The Client shall provide Baseline the following, if necessary for completion of survey:

- A signed copy of this proposal or other contract including the agreed scope and fees.
- Any documentation available, such as existing utility plans and maps, which will aid Baseline in completing the Scope of Services.

The attached Terms and Conditions apply to this proposal and/or contracts which reference it.

Any questions, comments or concerns shall be directed to Henry Mayo, RPLS at (979) 693-2777, (979) 777-1426 (cell), or by email at hmayo@baselinesurveyors.net.

Sincerely, Henry P Mayo

Accepted, _____

Date: June 22, 2023

Date:

Baseline Corporation

2023 Billable Rates by Classification

Classification	Unit	Billable Rate
Field Personnel		
One (1) Member Survey Crew	Hour	\$110.00
Two (2) Member Survey Crew	Hour	\$175.00
Three (3) Member Survey Crew	Hour	\$215.00
Office Personnel		
Principal (PE and/or RPLS)	Hour	\$250.00
Professional LSLS/CFedS	Hour	\$250.00
Sr. GIS Manager	Hour	\$140.00
Sr. Project Manager (RPLS)	Hour	\$175.00
Project Manager (RPLS)	Hour	\$160.00
Project Surveyor	Hour	\$140.00
Sr. Survey Technician	Hour	\$115.00
Survey Technician	Hour	\$100.00
Administrative Assistant	Hour	\$80.00
Expert Consultant/Witness		
Expert Witness and Testimony	Hour (8 hours min.)	\$300.00
Other Direct/Indirect Expenses		
Mileage	Hour	Current federal rate
Terrestrial Laser Scanner	Hour	\$80.00
UAS-Drone LiDAR	Hour	\$600.00
Boat with Motor	Day	\$160.00
All-Terrain Vehicle	Day	\$120.00
Professional Abstractor/Deeds, Plats	--	At cost plus 10%
Outside Copies/Mailing/Deliveries/Materials	--	At cost plus 10%
Lodging	Night	\$125.00 per person
Meals (for overnight stays only)	Day	\$46.00 per person

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Field personnel rates include standard surveying equipment and other standard materials such as stakes, iron rods, flagging, and paint.
2. Mileage is not charged for survey field crews unless specifically specified within agreements.
3. Cost for lodging is subject to change dependent on the geographic location of the work.
4. Reimbursable (out-of-pocket) expenses are charged at cost plus 10%.

Terms and Conditions

The following Terms and Conditions shall apply to this proposal (Agreement).

1. Authorization for Work to Proceed

Signing of this Agreement shall be authorization by the Client for Baseline to proceed with the work.

2. Standard of Care

Services performed by Baseline under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

3. Billing and Payment

The Client shall pay Baseline for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Baseline on a monthly basis and shall be due upon receipt. If payment is not received within thirty (30) calendar days from the date of the invoice, Baseline reserves the right to charge one-and-one-half percent (1.5%) interest (or the maximum percentage allowed by law, whichever is lower) in addition to the invoiced amount. If Client fails to pay an invoice within sixty (60) calendar days of the invoice date, Baseline reserves the right to suspend work on the project until invoices are paid. In the event any invoice or portion thereof is disputed by the Client, the Client shall notify Baseline within ten (10) calendar days of receipt of the invoice in question. The Client and Baseline shall work together to resolve the matter within forty-five (45) days of its being called to Baselines' attention.

4. Consequential Damages

The Client shall not be liable to Baseline and Baseline shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by the Client or Baseline, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

5. Termination

If termination becomes necessary, the Client or Baseline shall so notify the other party in writing and termination will become effective upon receipt of the termination notice. Regardless which party requests termination or the cause of termination, the Client shall pay Baseline within thirty (30) calendar days of termination for services rendered and costs incurred up to the effective time of termination.

6. Governing Law

The laws of the State of Texas will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

7. Hazardous Materials – Suspension of Services

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that Baseline's scope of services does not include any

services related to the presence of any hazardous or toxic materials. In the event Baseline or any other party encounters any hazardous or toxic materials, or should it become known to Baseline that such materials may be present on or near the project site that may affect the performance of Baseline's services, Baseline may, at its sole option and without liability for consequential or other damages, suspend performance of the services within this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

8. Right to Rely on Client-Provided Information

Baseline may rely upon the accuracy and completeness of all instructions, reports, data, and other information furnished by Client or any of its consultants if a reasonably prudent surveyor would rely on the same. Baseline may use such instructions, reports, data, plans and information in performing or furnishing services under this Agreement.

9. Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

10. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to payments that are due or payments that may be due, without the prior written consent of the other party.

Attachment B
Terracon for Geotechnical Engineering Services



6198 Imperial Loop Drive
College Station, Texas 77845
P (979) 846-3767
Terracon.com

June 22, 2023

Binkley & Barfield
1701 Southwest Parkway, Suite 111
College Station, Texas 77840

Attn: Mr. Brandon Boatcallie, P.E.
P: 979-703-1809
E: bmb@binkleybarfield.com

RE: Cost Estimate for Geotechnical Engineering Services
Rock Prairie Road – Town Lake to William D. Fitch
College Station, Texas
Terracon Document No. PA1235051

Dear Mr. Boatcallie:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Binkley & Barfield services for the above referenced project. The following are exhibits to the attached Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is \$26,200 (excluding subcontracted private utility location fees). Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

The work will be performed under the existing Contract for Subconsultant Services between Binkley & Barfield, Inc. and Terracon Consultant's, Inc. dated June 10, 2021. Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning an executed Task Order to our office. If you have any questions, please do not hesitate to contact us.

Cost Estimate for Geotechnical Engineering Services

Rock Prairie Road – Town Lake to William D. Fitch | College Station, Texas

June 22, 2023 | Terracon Document No. PA1235051



Sincerely,

Terracon

(Texas Firm Registration No. F-3272)

A handwritten signature in blue ink that reads 'Stephanie Lowry'.

Stephanie D. Lowry
Project Manager

A handwritten signature in black ink that reads 'David G. Haynes'.

David G. Haynes, P.E.
Department Manager

A handwritten signature in black ink that reads 'Kierstyn M. Burrell'.

Kierstyn M. Burrell, P.E.
Geotechnical Services Manager (Houston)

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 06/10/2021 between Binkley & Barfield ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Rock Prairie Road - Townlake to W.D. Fitch project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 06/22/2023 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

As per Terracon Proposal No. PA1235051 dated June 22, 2023.

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

As per Terracon Proposal No. PA1235051 dated June 22, 2023.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

As per Terracon Proposal No. PA1235051 dated June 22, 2023.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **6/22/2023**
Name/Title: **Kierstyn M. Burrell, P.E. / Office Manager**
Address: **6198 Imperial Loop**
College Station, TX 77845-5765
Phone: **(979) 846-3767** Fax: **(979) 846-7604**
Email: **Kierstyn.Burrell@terracon.com**

Client: **Binkley & Barfield**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Binkley & Barfield and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Binkley & Barfield and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	A request for this cost estimate was provided by Binkley & Barfield via email message on June 19, 2023. The request included a list of the requested Scope of Services.
Project Description	The project consists of the proposed reconstruction of 1.9 miles of the existing Rock Prairie Road between its intersections with Town Lake Drive and William D. Fitch Parkway in College Station, Texas. In addition, we understand new utilities are planned along the roadway.
Building Construction	We understand the proposed replacement roadway is planned to be 4 to 5 lane Jointed Reinforced Concrete Pavements over chemically treated subgrade with curb and gutter.
Finished Grade	Within approximately 1 to 2 feet of existing grade
Utility Installation	We understand a new storm sewer line is planned for the project at depths no greater than 10 feet below existing top of pavement and installation will consist of all open-cut utility placement.
Pavements	We understand the roadway is classified as a major collector and both 20-year and 30-year design periods are being considered for the project. In addition, we understand final traffic counts will be available by September 2023.

Site Location and Anticipated Conditions

Item	Description
Existing Improvements	The existing roadway is currently a two-lane road surfaced with flexible asphaltic concrete pavement. The southeastern mile of the proposed roadway segment appears to have several short to long patch and repair sections with a closed landfill located about 500 to 3,700 feet southwest of the same roadway segment. Overhead distribution powerlines run adjacent to both sides of the roadway. Underground pipelines run adjacent to and cross beneath the proposed roadway segment. Several residential roads intersect the roadway the full length of the proposed roadway segment.
Current Ground Cover	The existing roadway has open ditch soft shoulders covered in grass, weeds, and scattered tress
Existing Topography	Based on Google Earth, the elevation of the proposed roadway replacement length ranges from approximately 255 to 295 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of sandy clays and clayey sands with interspersed sand and silt layers.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Binkley & Barfield, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 2 days of on-site activities.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
24	10	Within the existing 1.9-mile roadway segment
24	240	Total

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight augers. Samples will be obtained every two feet of each boring. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

The existing pavement will be augered and removed to access the underlying subgrade. We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate conversations with the client about additional scope and the corresponding fee to provide these services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service

would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm).

Traffic Control: For the work scope of this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities. This cost estimate is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Percent passing #200 sieve
- Water soluble sulfates

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Utility design and construction considerations
- Recommended pavement options and design parameters

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Cost estimate information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3-5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$18,100
Subcontracted Traffic Control	\$8,100
Total	\$26,200

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,100 per mobilization would be invoiced. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Additional services not part of the base fee include the following:

Task	Estimated Fees	Initial for Authorization
Private Utility Locate Service	\$2,000	

Our Scope of Services does not include services associated with wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

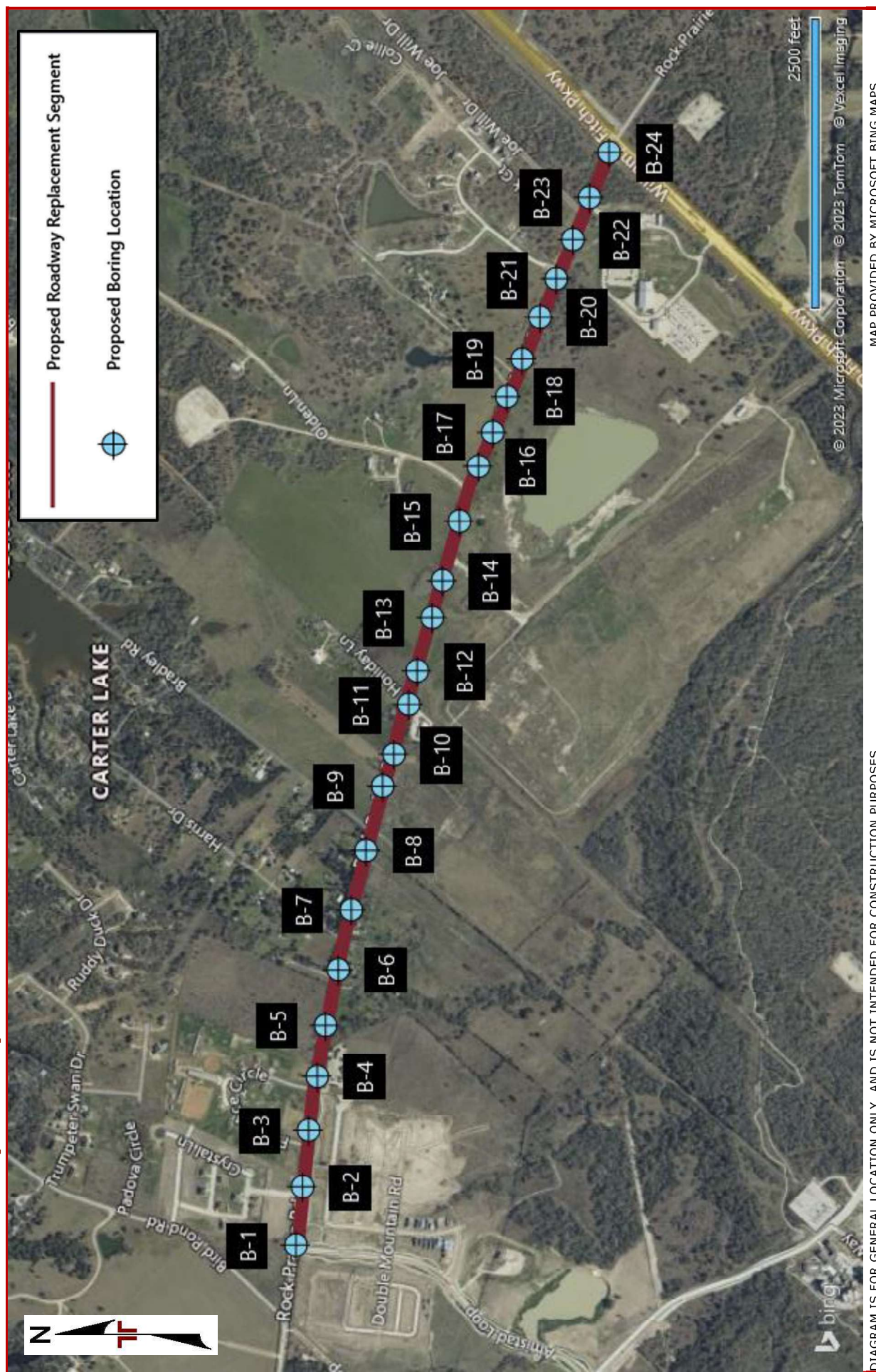
We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	3 to 5 business days after notice to proceed
Field Work Mobilization	7 to 10 business days after notice to proceed
Site Characterization	10 business days after completion of field program
Geotechnical Engineering	15 business days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location





Attachment C

Terracon Proposal for Construction Materials Testing Services

Fee Estimate

Materials Services

Rock Prairie East - Lakeshore to William D Fitch

Terracon Proposal No. PA1231076

TASK NUMBER	SUB TASK NUMBER	SUB TASK NUMBER	DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
1	1.1	Site & Utility Package							
		Earthwork - General Fill							
	1.1.1	Density Testing							
			NICET/Sr. Engineering Technician	\$ 85.00	3.00	hours	40	120.00	\$10,200.00
			Project Manager	\$ 150.00	0.25	hours	40	10.00	\$1,500.00
			Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	40	40.00	\$3,000.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	40	40.00	\$1,800.00
			Sub Total						\$16,500.00
	1.1.2	Sample Pickup							
			ACI Field I Technician	\$ 75.00	2.00	hours	4	8.00	\$600.00
			Project Manager	\$ 150.00	0.25	hours	4	1.00	\$150.00
			Standard Proctor	\$ 150.00	2.00	tests	4	8.00	\$1,200.00
			Atterberg Limits Determination (3	\$ 60.00	2.00	tests	4	8.00	\$480.00
			Sieve Analysis (Washed over #200	\$ 35.00	2.00	tests	4	8.00	\$280.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	4	4.00	\$180.00
			Sub Total						\$2,890.00
	1.2	Earthwork - Utilities							
	1.2.1	Density Testing							
			NICET/Sr. Engineering Technician	\$ 85.00	4.00	hours	20	80.00	\$6,800.00
			Project Manager	\$ 150.00	0.25	hours	20	5.00	\$750.00
			Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	20	20.00	\$1,500.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	20	20.00	\$900.00
			Sub Total						\$9,950.00
	1.2.2	Sample Pickup							
			ACI Field I Technician	\$ 75.00	2.00	hours	10	20.00	\$1,500.00
			Project Manager	\$ 150.00	0.25	hours	10	2.50	\$375.00
			Standard Proctor	\$ 150.00	1.00	tests	10	10.00	\$1,500.00
			Atterberg Limits Determination (3	\$ 60.00	1.00	tests	10	10.00	\$600.00
			Sieve Analysis (Washed over #200	\$ 35.00	1.00	tests	10	10.00	\$350.00
			Unconfined Compressive Strength	\$ 300.00	1.00	tests	10	10.00	\$3,000.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	10	10.00	\$450.00
			Sub Total						\$7,775.00
	1.3	Proof Rolling							
			NICET/Sr. Engineering Technician	\$ 85.00	3.00	hours	20	60.00	\$5,100.00
			Project Manager	\$ 150.00	0.25	hours	20	5.00	\$750.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	20	20.00	\$900.00
			Sub Total						\$6,750.00
	1.4	Lime-Treated Fill Subgrade							
	1.4.1	Density Testing & Depth Checks							
			NICET/Sr. Engineering Technician	\$ 85.00	4.00	hours	20	80.00	\$6,800.00
			Project Manager	\$ 150.00	0.25	hours	20	5.00	\$750.00
			Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	20	20.00	\$1,500.00
			Lime Treated Subgrade Depth Check	\$ 30.00	5.00	each	20	100.00	\$3,000.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	20	20.00	\$900.00
			Sub Total						\$12,950.00
	1.4.2	Gradations & Sample Pickup							
			ACI Field I Technician	\$ 75.00	4.00	hours	20	80.00	\$6,000.00
			Project Manager	\$ 150.00	0.25	hours	20	5.00	\$750.00
			Standard Proctor	\$ 150.00	5.00	tests	20	100.00	\$15,000.00
			Atterberg Limits Determination (3	\$ 60.00	5.00	tests	20	100.00	\$6,000.00
			Lime Series	\$ 150.00	4.00	tests	1	4.00	\$600.00
			pH Testing	\$ 35.00	5.00	tests	20	100.00	\$3,500.00
			Sieve/Gradation	\$ 30.00	5.00	each	20	100.00	\$3,000.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	20	20.00	\$900.00
			Sub Total						\$35,750.00

Fee Estimate

Materials Services

Rock Prairie East - Lakeshore to William D Fitch

Terracon Proposal No. PA1231076

TASK NUMBER	SUB TASK NUMBER	SUB TASK NUMBER	DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
	1.5		Site & Paving Concrete Testing						
		1.5.1	Concrete Testing						
			ACI Field I Technician	\$ 75.00	5.00	hours	170	850.00	\$63,750.00
			Project Manager	\$ 150.00	0.25	hours	170	42.50	\$6,375.00
			Compressive Strength of 4" x 8" Cy	\$ 75.00	420.00	tests	1	420.00	\$31,500.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	170	170.00	\$7,650.00
			Sub Total						\$109,275.00
		1.5.2	Sample Pickup						
			ACI Field I Technician	\$ 75.00	2.00	hours	170	340.00	\$25,500.00
			Project Manager	\$ 150.00	0.25	hours	170	42.50	\$6,375.00
			Vehicle Trip Charge	\$ 45.00	1.00	day	170	170.00	\$7,650.00
			Sub Total						\$39,525.00
	1.6		Proposal, Project Setup & Onsite Me						
			Project Manager	\$ 150.00	200.00	hours	1	200.00	\$30,000.00
			Sub Total					200.00	\$30,000.00
			Total						\$271,365.00

Attachment D

Plant People LLC, Proposal for Tree Services

Rock Prairie East Expansion Project

PREPARED FOR:

Binkley & Barfield Consulting Engineers
1701 Southwest Parkway Suite 111
College Station, TX 77840

Phone: 979-703-1809

June 23, 2023

PREPARED BY:

Jeffrey N. Lehde, M.S., BCMA
ISA Board-Certified Master Arborist #TX-1113B
Plant People, LLC
P.O. Box 30
Wellborn, TX 77881
(Off.) 979-224-3916



PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Summary of Proposals

Client:	Binkley & Barfield	Date:	June 23, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Botcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Rock Prairie Road East of Hwy 6 to William D. Fitch, College Station, TX

Proposal Summary

Tree Inventory	\$ 5,400.00
Design Phase	\$ 21,290.00
Construction Phase	\$ 9,360.00
Total	\$ 36,050.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.



PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Binkley & Barfield	Date:	June 23, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Botcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Rock Prairie Road East of Hwy 6 to William D. Fitch, College Station, TX

Tree Inventory

Collect tree data for approximately 300 trees that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

\$ 5,400.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total \$ 5,400.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.



PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Binkley & Barfield	Date:	June 23, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Botcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Rock Prairie Road East of Hwy 6 to William D. Fitch, College Station, TX

Design Phase Work Scope

Public Meetings – Attend two public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting. (Billed hourly assuming 2 meetings.)	\$ 1,300.00
Design Review 60% – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.	\$ 12,600.00
Design Review 90% – Review plans to identify changes to impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.	\$ 3,640.00
Technical Drawings & Specifications – Provide tree protection treatment drawings and specifications for this project. (Binkley & Barfield will format drawings for the plans).	\$ 1,800.00
Budget Estimate – Provide budget estimates for tree protection/treatment recommendations.	\$ 650.00
Final Review – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.	\$ 1,300.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total \$ 21,290.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.



PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Binkley & Barfield	Date:	June 23, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Botcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Rock Prairie Road East of Hwy 6 to William D. Fitch, College Station, TX

Construction Phase Work Scope

Attend Pre-Bid Meeting. (Billed hourly assuming 2 hrs.)	\$ 520.00
Attend Pre-Construction Meeting. (Billed hourly assuming 2 hrs.)	\$ 520.00
Submittal Review – Review tree protection submittals from Contractor and provide feedback to Design firm (billed hourly assuming 2 hrs.)	\$ 520.00
Weekly Site Inspections – Provide monthly site inspections for compliance with required tree preservation measures. (Billed hourly assuming 15 inspections.)	\$ 7,800.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total \$ 9,360.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.

Attachment E

Eddie Hare Accessibility Specialist Standard Services and Fees

EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008
5855 Foster Road * Bryan, Texas 77807
ehare@eddiehare.com
(979) 775-6850 office * (979) 820-0149 cell

REVISED

January 2022

What and How to Submit a Project for Registration and/or Review

- I.** Any project with an estimated cost of \$50,000.00 or more is required to be registered, reviewed, and inspected to ensure compliance with the Architectural Barrier Free Act.
Texas Department of Licensing and Regulation under the authority of Texas Government Code, Chapter 469.
- II.** A complete submittal consists of the following:
- Complete set of construction documents (Architectural/Civils/Mechanical/Specifications), all in electronic pdf content, less than 30mb per submittal.
 - A check made out to EDDIE HARE-ACCESSIBILITY SPECIALIST (see the fee schedule below) ** or use the credit card payment option. (Ask for a credit card authorization form).
 - Please submit project registration or the completed registration form for us to register for you, owners designated form and proof of submission, see the TDLR website to download or email us for the forms needed for your project.
 - Forms and copies of the TAS Standards and/or Administrated Rules can be downloaded from the TDLR web site @ <https://www.tdlr.texas.gov>

III. Fee schedule is as follows:

Cost of Project	Registration fee	Plan Review	Inspection (100 total miles included)
\$50,000.00-199,999.00	\$175.00	\$350.00	\$400.00
\$200,000.00-499,999.00	\$175.00	\$450.00	\$450.00
\$500,000.00-999,999.00	\$175.00	\$500.00	\$500.00
\$1,000,000.00-4,999,999.00	\$175.00	\$600.00	\$600.00
\$5,000,000.00-9,999,999.00	\$175.00	\$650.00	\$650.00
\$10,000,000.00-14,999,999.00	\$175.00	\$750.00	\$750.00
\$15,000,000.00-24,999,999.00	\$175.00	\$850.00	\$850.00
Over \$25,000,000.00	\$175.00	\$950.00	\$950.00

(the registration fee is paid to TDLR and is not refundable)

Inspection service fees include a 50-mile radius of the Bryan/College Station area in excess of the 100-mile round trip is per quote. Upon request, re-inspection of a Disapproved project is \$175.00 an hour-2-hours min., plus expenses. Preliminary Plan Review or an Accessibility Survey or a Plan Revision Review is also \$175.00 an hour-2-hour min., plus expenses and/or travel.

If urgent attention is needed, please call my mobile# 979-820-0149. You may reach us via e-mail at:
ehare@eddiehare.com or jhare@eddiehare.com

THE TEXAS DEPARTMENT OF LICENSING AND REGULATION CAN BE REACHED AT THE FOLLOWING:

P.O. Box 12157 Austin, Texas 78711 or 512-463-6599 * 800-803-9202 or at the TDLR Web-site
<https://www.tdlr.texas.gov> or email techinfo@tdlr.texas.gov

THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), AUSTIN, TEXAS, IS BASED ON BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH TDLR AND ICBO. PLAN REVIEW AND INSPECTION IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THIS BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, AND CLIENT FOR WHOM THE REVIEW OR INSPECTION IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, AND THE TDLR FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300666
A&E Professional Services with Construction
Form 3-06-2023

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kellie Hogan	
Propel Insurance		PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
1201 Pacific Avenue; Suite 1000		E-MAIL ADDRESS: kellie.hogan@propelinsurance.com	
COM Middle Market		INSURER(S) AFFORDING COVERAGE	
Tacoma, WA 98402-4321		NAIC #	
		INSURER A : American Guarantee and Liability Ins.Co	26247
		INSURER B : Zurich American Insurance Company	16535
		INSURER C : Evanston Insurance Company	35378
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO872027300	06/30/2023	06/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP872024400	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS808437600	06/30/2023	06/30/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC872027200	06/30/2023	06/30/2024	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Professional, Pol			MKLV7PL0005491	08/06/2022	08/06/2023	\$5,000,000 CLM \$10,000,000 Agg.

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

RE: ROCK PRAIRIE EAST WIDENING

The City of College Station Additional Insured Status applies per attached form(s). Primary non contributory applies per attached form(s). Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER

CANCELLATION

City of College Station
PO Box 9960 1101 Texas Ave
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

Matthew A. [Signature]

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027300	6.30.2023	6.30.2024	6.30.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

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

- The additional insured is a Named Insured under such other insurance; and
- You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP872027400

Effective Date: 6.30.2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

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

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

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

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

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

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No. WC872027200

Endorsement No.

Insured DCCM LLC

Premium \$

Insurance Company

Countersigned by _____

Zurich American Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

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 06.30.2023 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC872027200

Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) \$

Authorized Representative

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06.30.2023
Insured

Policy No. WC872027200

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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August 24, 2023
Item No. 6.4.
Rock Prairie East Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of \$7,840,856.15 for construction services for the Rock Prairie East Widening Project (Hwy. 6 to Town Lake Dr.), plus the City's contingency in the amount of \$392,000 for a total appropriation of \$8,232,856.15. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

This project includes the reconstruction of Rock Prairie Road from approximately State Highway 6 to Town Lake. The existing asphalt road will be replaced with a concrete roadway including curb, gutter, underground storm sewer, bike paths, and sidewalks.

The City of College Station received three (3) Competitive Sealed Proposals (CSP). After evaluating the proposals, Brazos Paving, Inc. was selected as the most qualified firm.

The project is proposed to begin in Fall of 2023 and is contracted to take 600 calendar days to complete.

Budget & Financial Summary: Funds in the amount of \$8,550,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$296,466.79 has been expended or committed to date, leaving a balance of \$8,253,533.21 for this construction contract and remaining project expenses.

Attachments:

1. Rock Prairie East Project Location Map
2. Rock Prairie East Construction Vendor Signed Contract

Project Location Map

Rock Prairie Road

SH6 to Town Lake Drive

Legend

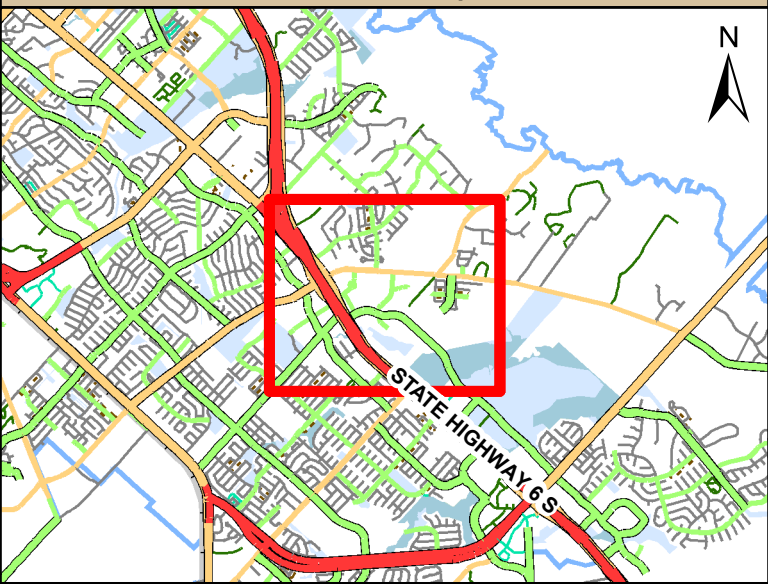
Streets

Functional Classification

- FREEWAY
- MAJOR ARTERIAL
- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- PRIVATE STREET
- ALLEY
- ACCESS ROADS
- Property Parcels
- Rivers

Project Location

Overview Map



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300663 PROJECT#: ST2004 BID/RFP/RFQ#: 23-076

Project Name / Contract Description: Rock Prairie East Widening - Hwy 6 to Town Lake

Name of Contractor: Brazos Paving Inc.

CONTRACT TOTAL VALUE: \$ \$7,840,856.15

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

Debarment Check ☐ Yes ☐ No ☐ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A

Buy America Required ☐ Yes ☐ No ☐ N/A

Transparency Report ☐ Yes ☐ No ☐ N/A

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

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

Three (3) Competitive Sealed Proposals (CSP) were submitted. Funds in the amount of \$8,550,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund.

A total of \$296,466.79 has been expended or committed to date, leaving a balance of \$8,253,533.21 for this construction contract and remaining project expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 08/24/23 Agenda Item No*:

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

Insurance Certificates: RU Performance Bond: BW Payment Bond: BW 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 Brazos Paving, Inc. (the "Contractor") for the construction and/or installation of the following:
as described in RFP (CSP) 23-076 Rock Prairie Widening (SH6 to Town Lake Dr).

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 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Three Hundred Ninety-Two Thousand and NO /100 Dollars (\$392,000.00).

1.06 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: Seven million Eight hundred Forty thousand Eight hundred Fifty-six and 15 /100 Dollars (\$7,840,856.15).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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").

1.13 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.

1.14 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.

1.15 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.

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

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. 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, including PDF/electronic versions and CAD files.
- (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, an updated Project Schedule and 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 this Agreement 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 this Agreement 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 this Agreement. 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 National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); 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 Five hundred and NO /100 DOLLARS (\$ 500.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

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

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

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

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

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by

law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

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

27. INSURANCE

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

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

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

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

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

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

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with

the current A.M. Best Key Rating Guide.

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. 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 and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.
- (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, and any subsequently issued bond riders, 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 this Agreement, 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 this Agreement). **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 this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

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

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

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

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

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems

comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

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

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

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

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

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

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

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

BRAZOS PAVING, INC.

CITY OF COLLEGE STATION

By: Billy Prewitt

By: _____

Printed Name: Billy Prewitt

City Manager

Date: _____

Title: Sr. Vice President

Date: 8/11/2023

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

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

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

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 are subject 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 \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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 \$12.15 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 2023.

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

Modification Number Publication Date
0 01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**

Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

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

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

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

=====

** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$16.20) or 13658
 (\$12.15). Please see the Note at the top of the wage
 determination for more information.

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
<https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"

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. B-3269738

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, 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 Seven million Eight hundred Forty thousand Eight hundred Fifty-six and 15 /100 Dollars (\$ 7,840,856.15) 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 RFP (CSP) 23-076 Rock Prairie Widening (SH6 to Town Lake Dr)

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.

FOR THE CONTRACTOR:

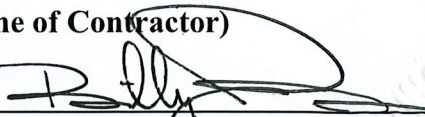
BRAZOS PAVING, INC.

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: 

By: 

Name: Thomas A. Landers

Name: Billy Prewitt

Title: Controller

Title: Sr. Vice President

Date: August 24, 2023

Date: August 24, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

The Cincinnati Casualty Company

(Full Name of Surety)

By: 

6200 South Gilmore Road

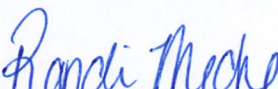
Name: Michelle McCall

Fairfield, Ohio 45014-5141

Title: Account Manager

(Address of Surety for Notice)

Date: August 24, 2023

By: 

Name: Randi Meche

Title: Attorney-in-Fact

Date: August 24, 2023

FOR THE CITY:

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

REVIEWED:

City Attorney

City Manager

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin and/or James R. Jackson

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

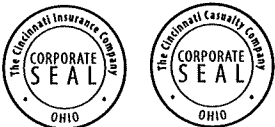
Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

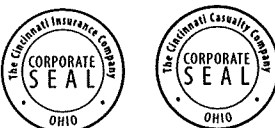


Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 24th day of August, 2023.



Ed H

TEXAS STATUTORY PAYMENT BOND

Bond No. B-3269738

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, 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 Seven million Eight hundred Forty thousand Eight hundred Fifty-six and 15 /100 Dollars (\$7,840,856.15) 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 24 day of August, 2023, for as described in RFP (CSP) 23-076 Rock Prairie Widening (SH6 to Town Lake Dr), 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.

FOR THE CONTRACTOR:

BRAZOS PAVING, INC.

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

(Name of Contractor)

By: [Signature]

By: [Signature]

Name: Thomas A. Lenders

Name: Billy Prewitt

Title: Controller

Title: Sr. Vice President

Date: August 24, 2023

Date: August 24, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

The Cincinnati Casualty Company

(Full Name of Surety)

By: [Signature]

6200 South Gilmore Road

Name: Michelle McCall

Fairfield, Ohio 45014-5141

(Address of Surety for Notice)

Title: Account Manager

Date: August 24, 2023

By: [Signature]

Name: Randi Meche

Title: Attorney-in-Fact

Date: August 24, 2023

FOR THE CITY:

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

REVIEWED:

City Attorney

City Manager

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin and/or James R. Jackson

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 24th day of August, 2023.



Ed H.

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or

The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2023

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 Risk Services of Louisiana 510 N Valley Mills Dr Waco TX 76710	CONTACT NAME: Michelle McCall PHONE (A/C, No, Ext): (254) 772-6074 E-MAIL ADDRESS: michelle_mccall@rsinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Texas Mutual Insurance Company INSURER C: Westchester Surplus Lines Insurance INSURER D: INSURER E: INSURER F:	NAIC # 13021 22945 10172
INSURED Brazos Paving, Inc. PO Box 714 Bryan TX 77806		

COVERAGES**CERTIFICATE NUMBER:** 22-23 LIAB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			85315640	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			85315640	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			85315640	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001207539	11/01/2022	11/01/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution - occurrence form			G71755423003	11/16/2022	11/16/2023	1,000,000

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

General Liability, Automobile, Umbrella policies include blanket additional insured with primary and non contributory wording, waiver of subrogation and 10 day notice of cancellation as required by written contract.
Workers compensation policy includes waiver of subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station P O Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: 00004899

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Services - Leavitt Insurance Agencies		NAMED INSURED Brazos Paving, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Job Description: (CSP) 23-076
Rock Prairie Widening (SH16 to Town Lake Dr)

Additional Named Insureds

Other Named Insureds

BPI Materials LLC

Limited Liability Company, Additional Named Insured



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Services of Louisiana		NAMED INSURED Brazos Paving, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

Inland Marine Cvoerage - United Fire & Casualty Co - 11/01/2022 - 11/012023 - Policy #85315640 - Leased / rented equipment - \$600,000

POLICY NUMBER:

85315640

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Premium

Applicable to the state of Texas

*CG2010(12-19)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
*CG2010(12-19)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
*CG2010.(07-04)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED	150
*CG2037(12-19)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	100
*CG2037(12-19)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	1,100
*CG2037.(07-04)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	250
*CG2038(12-19)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-AUTOMATIC	400
*CG2417(10-01)	CONTRACTUAL LIAB-RAILROADS	350
*CG7280(07-17)	LIMITED EXTENDED ULTRA LIAB PLUS END	200

Other Forms

Applicable to the state of Texas

CG0001(04-13)	COMM GENERAL LIAB COVG FORM
*CG0103(06-06)	TX-CHGS
*CG0205(12-04)	TX-CHGS AMENDMENT OF CANCEL PROVISIONS/COVG CHG
*CG2001(12-19)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE
CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
CG2132-(05-09)	COMMUNICABLE DISEASE EXCL
*CG2167(12-04)	FUNGI/BACTERIA EXCL
CG2175(01-15)	EXCL OF CERTIFIED ACTS OF TERRORISM & EXCL OF
CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
CG2234(04-13)	EXCL-CONST MANAGEMENT E&O
CG2279(04-13)	EXCL-CONTRACTORS-PROFESSIONAL LIAB
*CG2639(12-07)	TX-CHGS EMPLOYMENT RELATED PRACTICES EXCL
CG2646(04-99)	TX-ABUSE/MOLESTATION EXCL
CG2856(11-13)	TX-CHGS-CANCEL & NONRENEW
*CG4015(12-20)	CANNABIS EXCL WITH HEMP EXCEPTION
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
CG7012(07-10)	SPECIAL EVENTS EXCL END
CG7110(04-05)	LIMITED POLLUTION COVERAGE-WORK SITES-TEXAS
CG7115(09-01)	EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
CG7125(02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
*IL0017(11-98)	COMMON POLICY CONDITIONS
*IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL END
IL0168(03-12)	TX-CHGS DUTIES
IL0275(11-13)	TX-CHGS-CANCEL & NONRENEW PROVISIONS FOR CASUALTY
*IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
*IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7095(01-20)	INTERNET SECURITY & PRIVACY INSURANCE END
IL7147(01-20)	ONLINE BANKING THEFT INSURANCE END
*ST-1403(09-01)	EXTERIOR INSULATION & FINISH SYSTEMS EXCLUSION

POLICY NUMBER:

85315640

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

*ST1347(08-06)	WORK PERFORMED BY SUBCONTRACTORS NOTICE
*ST1435-(08-04)	TX-NOTICE GL EXCL ASBESTOS
*ST1436-(08-04)	TX-NOTICE GL EXCL LEAD
*ST1544(01-10)	TX-EXCL UNDERGROUND STORAGE TANKS
*ST1644-(01-12)	POLICY WEBSITE STUFFER
*ST1681(06-22)	TX-NOTICE-RISK CONTROL INFORMATION
*ST1813(01-20)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*ST1947(11-19)	TX-NOTICE-HAVE A COMPLAINT OR NEED HELP?
*ST1965(01-21)	NOTICE TO POLICYHOLDERS-COMMUNICABLE DISEASE EXCL
*ST1988(10-21)	NOTICE-2018 GENERAL LIAB END REVISION
*ST2008(02-22)	POLICYHOLDER NOTICE-ADDRESSING CANNABIS
*UW7009(01-15)	CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION
PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	Name:	PER SCHEDULE ON FILE
2.	Address:	CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS
3.	Number of days advance notice:	30 DAYS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

PREMIUM 1,100

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO NAME	LOCATIONS DESIGNATED AND DESCRIBED IN THE ABOVE
AS ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT	MENTIONED WRITTEN CONTRACT OR AGREEMENT
IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

PREMIUM 400

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES
This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment PREMIUM 200
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

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

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property:**

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property:**

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. **Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 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.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED**A. The following change is made:****Extended Reporting Requirements**

Item **3.a.** 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.

B. The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
 - (1)** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
 - (2)** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Vendors

- a.** Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1)** The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2)** If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (1)** This insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

6. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. 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.

7. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only 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 the person(s) or organization(s) shown in the Schedule.

However:

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

8. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

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

9. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

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

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

10. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

11. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **11** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**; and
 - d. Damages under Coverage **H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.

9. Coverage G - Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

- 12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 11 of **SECTION II – WHO IS AN INSURED** above, the following is added:

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

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

Whichever is less.

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

- 13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

- 14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2.c.

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item 12. Mobile Equipment the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "Insured Contract" c. is deleted and replaced with the following:

- c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

Notice to Policyholders — Location and Premises Clarification

This notice does not provide you with any coverage and is intended solely as a clarification of our intent.

Wherever any reference to location is made in the Declarations, Supplemental Declarations, Coverage Forms, or endorsements that comprise this policy, that reference shall also be deemed to apply to premises, and likewise any reference to premises shall be deemed to apply to location.

This notice is provided to you as certain documents that comprise your policy may use these terms interchangeably.

If you have any questions regarding this notice please contact your agent.

Thank you for doing business with United Fire Group.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

POLICY NUMBER:

85315640

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Premium

Applicable to the state of Texas

*CA2070(10-13)	COVG FOR CERTAIN OPS IN CONNECTION W/RAILROADS	100
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Other Forms

Applicable to the state of Texas

CA0001(10-13)	BUSINESS AUTO COVG FORM
CA0196(10-13)	TX-CHGS
CA0243(11-13)	TX-CHGS-CANCEL & NONRENEW
CA0449(11-16)	PRIMARY & NONCONTRIBUTORY OTHER INSURANCE
CA0506(12-18)	TX-PUBLIC/LIVERY PASSENGER CONVEYANCE TRANSPORT
*CA2264(10-13)	TX-PIP END
CA2394(10-13)	SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS
*CA7039(12-21)	COMM AUTO COVG PART SCHEDULE OF COVERED AUTOS
*CA7040(03-93)	SUPPLEMENTAL DECS
*CA7041(03-93)	COMM AUTO COVG PART
CA7109(01-17)	BUSINESS AUTO ULTRA END
*CA7121(02-08)	TX-LIMITED MEXICO COVG
*CA7131(12-10)	TX-EXCL OF NAMED DRIVER & PARTIAL REJECTION
*CA7133(12-10)	TX-CANCEL PROVISION OR COVG CHG
CA7382(01-21)	COMMUNICABLE DISEASE EXCLUSION
*CA9995(10-13)	TX-SUPPLEMENTARY DEATH BENEFIT
*IL0017(11-98)	COMMON POLICY CONDITIONS
*IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL
*IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
*IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
*IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
*IL7083(08-10)	PAYMENT OF LOSSES
*MCS90(01-17)	END FOR MOTOR CARRIER POLICIES OF INSURANCE
PL5(04-96)	TX-REJECTION OF PIP
*ST1435(08-04)	TX-NOTICE GENL LIAB EXCL ASBESTOS
*ST1436(08-04)	TX-NOTICE GENERAL LIAB EXCL LEAD
*ST1544-(08-04)	TX-NOTICE EXCL UNDERGROUND STORAGE TANKS
*ST1644-(01-12)	POLICY WEBSITE STUFFER
*ST1681(06-22)	TX-NOTICE-RISK CONTROL INFORMATION
*ST1709(06-22)	TX-NOTICE OF MOTOR VEHICLE REPAIRS
*ST1715(06-20)	TX-UM/UIM COVG SELECTION/REJECTION
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*ST1947(11-19)	TX-NOTICE-HAVE A COMPLAINT OR NEED HELP?
*ST1953(09-19)	TX-AUTO BURGLARY & THEFT PREVENTION AUTHORITY FEE
*ST1965(01-21)	NOTICE TO POLICYHOLDERS-COMMUNICABLE DISEASE EXCL
*UW7009(01-15)	CONTINUATION OF NAMED INSURED'S SHOWN ON THE DEC
*UW7024(06-15)	OTHER CHARGES SUMMARY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

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

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

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

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1)** We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2)** We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a)** The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b)** 30 days.
- (3)** Our payment is limited to the lesser of the following amounts:
 - (a)** Necessary and actual expenses incurred; or
 - (b)** \$75 per day.
 - (c)** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d)** If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

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

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1)** Overdue lease / loan payments at the time of the "loss";
 - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3)** Security deposits not returned by the lessor;
 - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5)** Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

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

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

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

Workers' Compensation and Employer's Liability Policy

Extension of Information Page

Item 3: Endorsement Schedule

Insured copy

Policy number 0001207539
Issue date 11/1/22
Policy period 11/1/22 to 11/1/23

State	Endorsement	Description
42	TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
42	TM MV 2011	Mutuals - Membership and Voting Notice
42	TM PC 2003	Policy Conditions Endorsement
42	WC 00 00 00 C	Policy Conditions Form
42	WC 00 00 01 B	Policy Coverage Document (Declarations Page)
42	WC 00 03 01	Alternate Employer Endorsement
42	WC 00 03 02	Designated Workplaces Exclusion Endorsement
42	WC 00 04 06	Premium Discount Endorsement
42	WC 00 04 14 A	Notification of Change in Ownership Endorsement
42	WC 00 04 22 C	Terrorism Risk Insurance Act Coverage Endorsement
42	WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
42	WC 42 03 01 J	Texas Amendatory Endorsement
42	WC 42 03 04 B	Blanket Texas Waiver of Our Right To Recover from Others Endorsement
42	WC 42 04 04 A	Group Purchase of Workers' Compensation Insurance Endorsement
42	WC 42 04 07	Texas- Audit Premium and Retrospective Premium Endorsement
42	WC 42 04 08 A	Network Discount Endorsement
42	WC 42 06 01	Specific Texas Notice of Material Change Endorsement

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 11/1/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001207539 of Texas Mutual Insurance Company effective on 11/1/22

Issued to: BRAZOS PAVING INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

11/1/22

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 11/1/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001207539 of Texas Mutual Insurance Company effective on 11/1/22

Issued to: BRAZOS PAVING INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

11/1/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION PROVISION OR COVERAGE CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Number of Days' Notice 30
Name Of Person Or Organization PER SCHEDULE ON FILE
Address CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS

If this policy is canceled or materially changed to reduce or restrict coverage, we will mail notice of cancellation or change to the person or organization named in the Schedule. We will give the number of day's notice indicated in the Schedule.

POLICY NUMBER: 85315640

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION YOU HAVE AGREED TO NAME AS
ADDITIONAL INSURED BY WRITTEN CONTRACT
OR AGREEMENT IF THE CONTRACT OR AGREEMENT
IS EXECUTED PRIOR TO LOSS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

PREMIUM 200

CG 20 10 10 01

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Page 1 of 1 ☐

09087530



POLICY NUMBER: 85315640

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION YOU HAVE AGREED TO NAME AS ADDIT- IONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS	LOCATIONS DESIGNATED AND DESCRIBED IN A WRITTEN CONTRACT OR AGREEMENT WITH THE ADDITIONAL INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

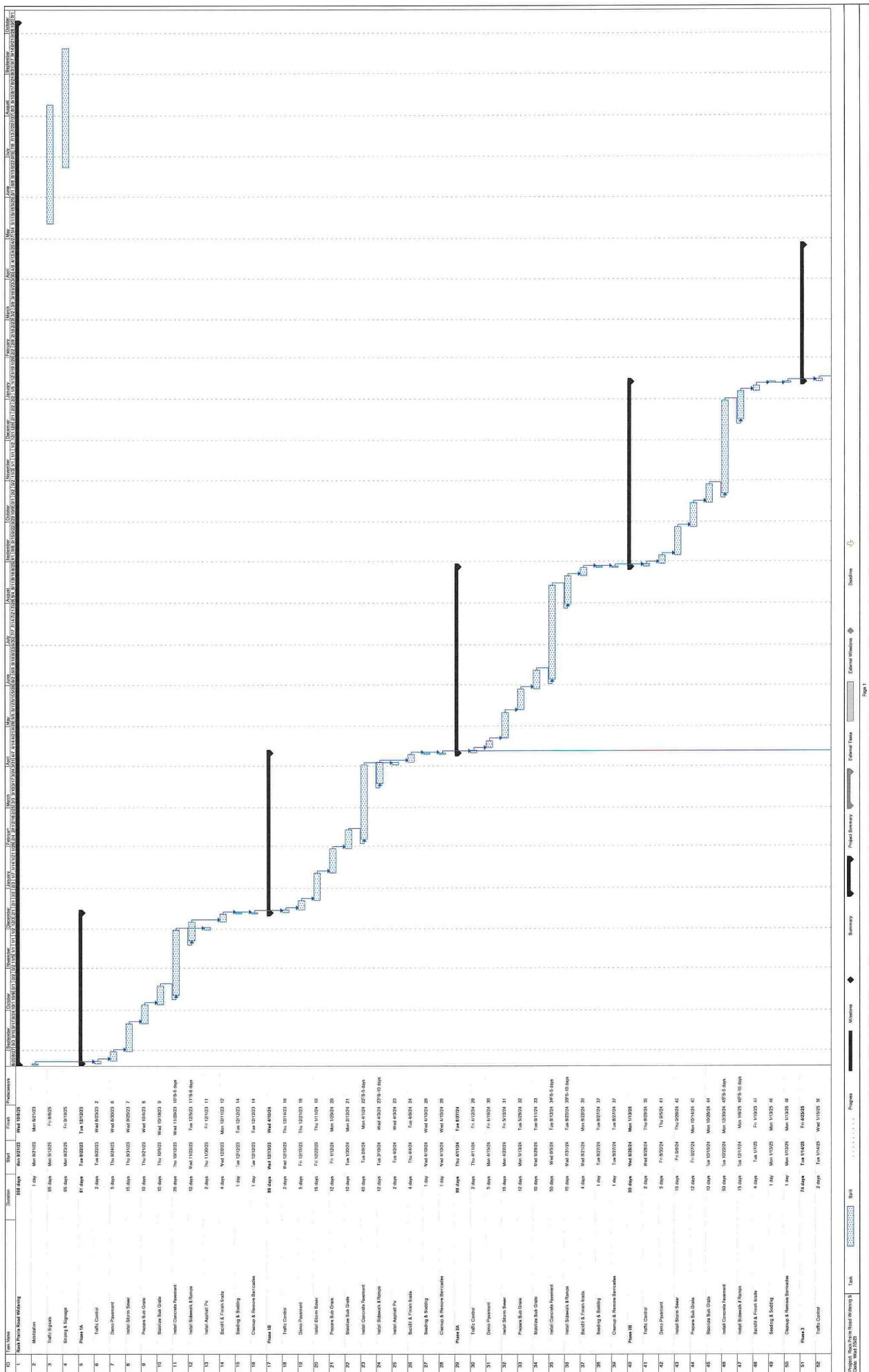
PREMIUM 350

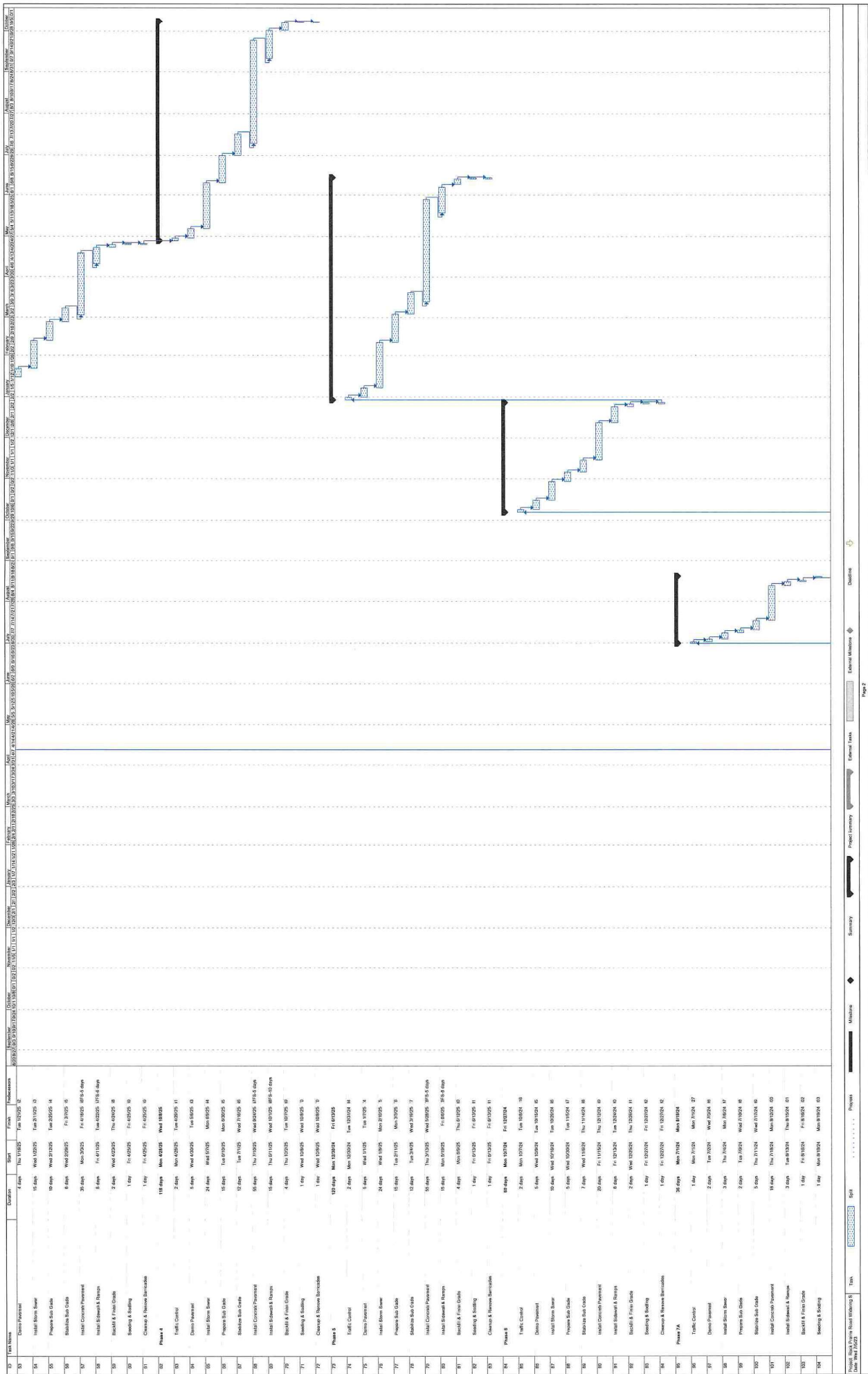
Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



EXHIBIT D
PLANS AND SPECIFICATIONS

EXHIBIT E
CONSTRUCTION SCHEDULE





ID	Task Name	Start	Duration	Finish	Predecessors
105	Clearance & Resource Allocation	1 day	1 day	Mon 9/18/24	102
106	Phase 7B	24 days	1 day	Fri 9/20/24	
107	Traffic Control	1 day	1 day	Fri 9/20/24	Fri 9/20/24 106
108	Clearance	2 days	2 days	Mon 9/23/24	Mon 9/23/24 107
109	Install Storm Sewer	2 days	2 days	Fri 9/27/24	Fri 9/27/24 108
110	Prepare & Set Grates	2 days	2 days	Mon 9/30/24	Mon 9/30/24 109
111	Install Storm Sewer	2 days	2 days	Thu 10/3/24	Thu 10/3/24 110
112	Install Concrete Pavement	10 days	10 days	Fri 10/11/24	Fri 10/11/24 111
113	Install Sidewalk & Retainers	3 days	3 days	Mon 10/14/24	Mon 10/14/24 112
114	Backfill & Finish Grade	1 day	1 day	Thu 10/17/24	Thu 10/17/24 113
115	Sealing & Sanding	1 day	1 day	Fri 10/18/24	Fri 10/18/24 114
116	Clearance & Resource Allocation	1 day	1 day	Fri 10/18/24	Fri 10/18/24 115
117	Phase 8	57 days	1 day	Thu 11/14/24	Fri 10/18/24
118	Traffic Control	2 days	2 days	Fri 11/15/24	Fri 11/15/24 116
119	Clearance	5 days	5 days	Mon 11/18/24	Mon 11/18/24 117
120	Install Storm Sewer	2 days	2 days	Wed 11/20/24	Wed 11/20/24 118
121	Prepare & Set Grates	4 days	4 days	Thu 11/21/24	Thu 11/21/24 119
122	Install Storm Sewer	8 days	8 days	Mon 11/25/24	Mon 11/25/24 120
123	Install Concrete Pavement	20 days	20 days	Mon 12/2/24	Mon 12/2/24 121
124	Install Sidewalk & Retainers	12 days	12 days	Mon 12/9/24	Mon 12/9/24 122
125	Backfill & Finish Grade	2 days	2 days	Wed 12/11/24	Wed 12/11/24 123
126	Sealing & Sanding	1 day	1 day	Fri 12/13/24	Fri 12/13/24 124
127	Clearance & Resource Allocation	1 day	1 day	Fri 12/13/24	Fri 12/13/24 125

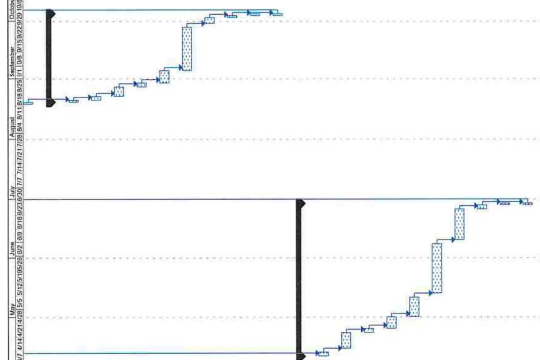


EXHIBIT F
SCHEDULE OF VALUES

BID PROPOSAL
 Rock Prairie Road East Widening Project
 City of College Station Job No. ST2004
 Bid Opening Wednesday, July 5, 2023 at 2:00 PM CT

A. GENERAL CONSTRUCTION ITEMS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (6%)	1	LS	\$ 380,245.00	\$ 380,245.00
2	Traffic Control	1	LS	\$ 155,000.00	\$ 155,000.00
3	Erosion and Sedimentation Control	1	LS	\$ 43,500.00	\$ 43,500.00
4	ROW Hydromulch	4	AC	\$ 6,150.00	\$ 24,600.00
5	Trench Safety and TV Inspection	4,294	LF	\$ 3.10	\$ 13,311.40
6	Public Utility As Built Survey (Water and Sewer only)	1	LS	\$ 6,100.00	\$ 6,100.00
7	ROW Preparation	54	STA	\$ 1,450.00	\$ 78,300.00
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS				\$	701,056.40
B. DEMOLITION ITEMS					
8	Concrete Pavement Removal	3,256	SY	\$ 27.50	\$ 89,540.00
9	Asphalt Pavement Removal	13,829	SY	\$ 4.75	\$ 65,687.75
10	Unclassified Roadway Excavation	3,906	CY	\$ 13.50	\$ 52,731.00
11	Remove Existing Concrete Headwall	25	EA	\$ 850.00	\$ 21,250.00
12	Remove Existing Inlet	5	EA	\$ 765.00	\$ 3,825.00
13	Remove Existing Light Pole	3	EA	\$ 485.00	\$ 1,455.00
14	Remove and Relocate Existing Mailbox	1	EA	\$ 665.00	\$ 665.00
15	Remove Storm Pipe	1,190	LF	\$ 23.00	\$ 27,370.00
16	Remove Curb and Gutter	1,083	LF	\$ 16.75	\$ 18,140.25
17	Remove Fence	1,133	LF	\$ 7.20	\$ 8,157.60
18	Remove Existing Brick Crosswalk	119	SY	\$ 13.50	\$ 1,606.50
19	Remove Existing Gravel Driveway	153	SY	\$ 56.65	\$ 8,667.45
20	Remove Ex. Pavement Markings	3,615	LF	\$ 1.55	\$ 5,603.25
21	Unclassified Roadway Embankment	13,040	CY	\$ 25.50	\$ 332,520.00
22	Removal of Existing Roadway Signs	20	EA	\$ 157.20	\$ 3,144.00
23	Sawcut Existing Pavement	1,250	LF	\$ 7.00	\$ 8,750.00
TOTAL SECTION B - DEMOLITION CONSTRUCTION ITEMS				\$	649,112.80

BID PROPOSAL
 Rock Prairie Road East Widening Project
 City of College Station Job No. ST2004
 Bid Opening Wednesday, July 5, 2023 at 2:00 PM CT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
C. ROADWAY CONSTRUCTION ITEMS					
24	Relocate Existing Fire Hydrant	3	EA	\$ 3,525.00	\$ 10,575.00
25	Subgrade Preparation and Compaction	39,983	SY	\$ 5.50	\$ 219,906.50
26	Lime Treated Subgrade	771	TON	\$ 252.00	\$ 194,292.00
27	Cement Treated Subgrade	145	TON	\$ 260.00	\$ 37,700.00
28	Flyash Treated Subgrade	228	TON	\$ 275.00	\$ 62,700.00
29	8" Aggregate Base	151	SY	\$ 71.00	\$ 10,721.00
30	HMAC 2" Type D Surface	151	SY	\$ 52.00	\$ 7,852.00
31	9" Concrete Pavement with Integral Curb	24,060	SY	\$ 90.70	\$ 2,182,242.00
32	6" Concrete Pavement with Integral Curb	29	SY	\$ 92.60	\$ 2,685.40
33	4" Concrete Sidewalk	13,386	SY	\$ 69.50	\$ 930,327.00
34	Sidewalk Accessibility Curb Ramp	21	EA	\$ 1,275.00	\$ 26,775.00
35	12" Integral Curb Wall	717	LF	\$ 24.00	\$ 17,208.00
36	18" Integral Curb Wall	633	LF	\$ 30.00	\$ 18,990.00
37	4" Colored Stamped Concrete Median	968	SY	\$ 125.90	\$ 121,871.20
38	24" Thermoplastic Striping Solid White Line w/ sealant	1,023	LF	\$ 9.65	\$ 9,871.20
39	8" Thermoplastic Striping Solid White Line w/ Type I-C Reflective Markers	1,166	LF	\$ 2.40	\$ 2,798.40
40	4" Thermoplastic Striping Solid White Line w/ sealant	3,200	LF	\$ 1.20	\$ 3,840.00
41	4" Thermoplastic Striping Solid Yellow Line w/ sealant	2,789	LF	\$ 1.20	\$ 3,346.80
42	Type II-C-R Reflective Markers	121	EA	\$ 7.25	\$ 877.25
43	Type I Solid White Pavement Marking w/ sealant - Word - "ONLY"	19	EA	\$ 360.00	\$ 6,840.00
44	Type I Solid White Pavement Marking w/ sealant- Turn Arrow	19	EA	\$ 320.00	\$ 6,080.00
45	Type I Solid White Pavement Marking w/ sealant- Bicycle Lane Symbol and Arrow	13	EA	\$ 710.00	\$ 9,230.00
46	Stop Sign (R1-1)	3	EA	\$ 1,255.00	\$ 3,765.00
47	Speed Limit Sign (R2-1)	3	EA	\$ 970.00	\$ 2,910.00
48	Right Lane Must Turn Right Sign (R3-7R)	3	EA	\$ 1,070.00	\$ 3,210.00
49	Right Turn Only Sign (R3-5R)	3	EA	\$ 1,035.00	\$ 3,105.00
50	Keep Right Sign (R4-7)	4	EA	\$ 970.00	\$ 3,880.00
51	Left Curve Sign (W1-2L)	1	EA	\$ 1,075.00	\$ 1,075.00
52	Irrigation Modification	1	LS	\$ 30,000.00	\$ 30,000.00
53	5-Strand Barbed Wire Fence	783	LF	\$ 97.00	\$ 75,951.00
54	Pedestrian Guardrail	58	LF	\$ 302.30	\$ 17,533.40
TOTAL SECTION C - ROADWAY CONSTRUCTION ITEMS				\$	4,028,158.15

← \$9,871.20

BID PROPOSAL
 Rock Prairie Road East Widening Project
 City of College Station Job No. ST2004
 Bid Opening Wednesday, July 5, 2023 at 2:00 PM CT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
D. STORM DRAIN CONSTRUCTION ITEMS					
55	18" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	106	LF	\$ 100.80	\$ 10,684.80
56	24" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	1,931	LF	\$ 114.50	\$ 221,099.50
57	30" RCP, C76 Class III w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	549	LF	\$ 138.20	\$ 75,871.80
58	36" RCP, C76 Class III w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	732	LF	\$ 175.00	\$ 128,100.00
59	58"X36" RCP Arched Pipe Class III	820	LF	\$ 265.80	\$ 217,956.00
60	36"X22" RCP Arched Pipe Class III	156	LF	\$ 554.10	\$ 86,439.60
61	4' Diameter Storm Manhole	1	EA	\$ 5,600.00	\$ 5,600.00
62	Convert Existing Inlet to Manhole	2	EA	\$ 4,500.00	\$ 9,000.00
63	Convert Existing Curb Inlet to Junction Box	1	EA	\$ 3,500.00	\$ 3,500.00
64	4'X4' Catch Basin	1	EA	\$ 6,206.00	\$ 6,206.00
65	Junction Box w/ Full Depth Cement Stabilized Sand Backfill	7	EA	\$ 7,265.00	\$ 50,855.00
66	Junction Box Top	2	EA	\$ 3,500.00	\$ 7,000.00
67	5' Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill	2	EA	\$ 6,930.00	\$ 13,860.00
68	10' Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill	15	EA	\$ 7,250.00	\$ 108,750.00
69	15' Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill	7	EA	\$ 8,540.00	\$ 59,780.00
70	Connect to Existing Storm Sewer	2	EA	\$ 1,315.00	\$ 2,630.00
71	Safety End Treatment	5	EA	\$ 2,210.00	\$ 11,050.00
72	Parallel Wing Headwall	2	EA	\$ 12,935.00	\$ 25,870.00
73	Perpendicular Wing Headwall	1	EA	\$ 13,730.00	\$ 13,730.00
74	30" Split Steel Casing	28	LF	\$ 326.80	\$ 9,150.40
TOTAL SECTION D - STORM CONSTRUCTION ITEMS				\$	1,067,133.10
E. LIGHTING					
75	1-2" Sch. 40 PVC Conduit Direct Buried in Trench	7,550	LF	\$ 31.50	\$ 237,825.00
76	2-2" Sch. 40 PVC Conduit Direct Buried in Trench	1,190	LF	\$ 42.65	\$ 50,753.50
77	New 30ft Light Pole on New Concrete Foundation with 10ft Mast Arm With New	49	EA	\$ 6,333.00	\$ 310,317.00
78	Provide and Install Concrete Transformer Pad per Utility Standards	1	EA	\$ 1,815.00	\$ 1,815.00
79	Provide and Install New Metered Service Pedestal on New Concrete Foundation	1	EA	\$ 8,020.00	\$ 8,020.00
80	Provide and Install Street Light Pull Box	21	EA	\$ 1,930.00	\$ 40,530.00
81	Provide and Install (2) #6 AWG XHHW & (1) #6 AWG GND	4,083	LF	\$ 8.15	\$ 33,276.45
82	Provide and Install (2) #1 AWG XHHW & (1) #1 AWG GND	4,586	LF	\$ 13.60	\$ 62,369.60
TOTAL SECTION E - LIGHTING ITEMS				\$	744,906.55

BID PROPOSAL
 Rock Prairie Road East Widening Project
 City of College Station Job No. ST2004
 Bid Opening Wednesday, July 5, 2023 at 2:00 PM CT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F. TRAFFIC SIGNALS					
83	Pedestal Pole Foundation, 24-In Drill Shaft	18	LF	\$ 380.00	\$ 6,840.00
84	Signal Pole Foundation, 30-In Drill Shaft	11	LF	\$ 453.50	\$ 4,988.50
85	Signal Pole Foundation, 36-In Drill Shaft	39	LF	\$ 514.00	\$ 20,046.00
86	Conduit, Schedule 40 PVC, 2" By Trench	110	LF	\$ 25.40	\$ 2,794.00
87	Conduit, Schedule 40 PVC, 4" By Trench	430	LF	\$ 31.40	\$ 13,502.00
88	Conduit, Schedule 40 PVC, 4" By Bore	230	LF	\$ 50.80	\$ 11,684.00
89	Conduit, Rigid Metal, 2"	20	LF	\$ 44.75	\$ 895.00
90	#12 XHHW (Insulated) Luminaire And Red-Signal Indicator Wire	460	LF	\$ 2.15	\$ 989.00
91	#8 XHHW (Insulated) Luminaire Wire	1,100	LF	\$ 3.40	\$ 3,740.00
92	#6 Bare Electrical Conductor	735	LF	\$ 3.85	\$ 2,829.75
93	#6 XHHW (Insulated) Electrical Conductor	60	LF	\$ 3.85	\$ 231.00
94	#4 Bare Electrical Conductor	20	LF	\$ 5.75	\$ 115.00
95	#4 XHHW (Insulated) Electrical Conductor	40	LF	\$ 5.75	\$ 230.00
96	Type D Ground Box W/ Locking Cover And Legend "High Voltage Traffic Signal"	6	EA	\$ 1,630.00	\$ 9,780.00
97	"P" Style Nema Traffic Cabinet (Pt-P44168Ts2-1-Cs) With Detector Rack,	1	EA	\$ 19,350.00	\$ 19,350.00
98	Concrete Signal Controller Foundation	1	EA	\$ 4,230.00	\$ 4,230.00
99	Siemens M60 Nema Linux Controller #8132-0000-099	1	EA	\$ 5,078.00	\$ 5,078.00
100	Orlux Battery Backup System (College Station Specs 5200-17499), Including	1	EA	\$ 10,280.00	\$ 10,280.00
101	Comnet Managed Ethernet Switch Cnge20Fx4Tx16Ms With Fiber Sfp Modules	1	EA	\$ 1,815.00	\$ 1,815.00
102	Vehicle Signal Section, 12" LED Green	9	EA	\$ 362.00	\$ 3,258.00
103	Vehicle Signal Section, 12" LED Green Arrow	2	EA	\$ 362.00	\$ 724.00
104	Vehicle Signal Section, 12" LED Yellow	9	EA	\$ 362.00	\$ 3,258.00
105	Vehicle Signal Section, 12" LED Yellow Arrow	4	EA	\$ 362.00	\$ 1,448.00
106	Vehicle Signal Section, 12" LED Red	9	EA	\$ 362.00	\$ 3,258.00
107	Vehicle Signal Section, 12" LED Red Arrow	2	EA	\$ 362.00	\$ 724.00
108	Pedestrian Signal Section, 16" LED Countdown	6	EA	\$ 1,030.00	\$ 6,180.00
109	3-Section, 12" LED Signal Head Back Plate, Vented Aluminum	9	EA	\$ 212.00	\$ 1,908.00
110	4-Section, 12" LED Signal Head Back Plate, Vented Aluminum	2	EA	\$ 240.00	\$ 480.00
111	7/C #14 AWG Traffic Signal Cable, Type A	4,245	LF	\$ 3.65	\$ 15,494.25
112	Streetscape Mast Arm, 28' Long, Bronze, Powder Finished Over Galvanized Steel W/ Flanged Base	1	EA	\$ 6,650.00	\$ 6,650.00
113	Streetscape Mast Arm, 40' Long, Bronze, Powder Finished Over Galvanized Steel W/ Flanged Base	1	EA	\$ 7,255.00	\$ 7,255.00
114	Streetscape Mast Arm, 44' Long, Bronze, Powder Finished Over Galvanized Steel W/ Flanged Base	1	EA	\$ 7,860.00	\$ 7,860.00

BID PROPOSAL
Rock Prairie Road East Widening Project
City of College Station Job No. ST2004
Bld Opening Wednesday, July 5, 2023 at 2:00 PM CT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
115	Streetscape Mast Arm, 48' Long, Bronze, Powder Finished Over Galvanized Steel W/ Flanged Base	1	EA	\$ 8,464.00	\$ 8,464.00
116	Streetscape Signal Pole, 30' Long With Luminaire, Bronze, Powder Finished	4	EA	\$ 6,650.00	\$ 26,600.00
117	ATB2 LED Luminaires, With 8' Long Streetscape Support Arms, Bronze	4	EA	\$ 1,510.00	\$ 6,040.00
118	Streetscape Pedestal Pole, 11' Long, Bronze, Powder Finished Over Galvanized Steel With Flanged Base And Pole Collars	3	EA	\$ 2,116.00	\$ 6,348.00
119	Polara Pedestrian Push-Button Assembly (APS)	6	EA	\$ 1,030.00	\$ 6,180.00
120	Pedestrian Detector Controller Unit	1	EA	\$ 4,836.00	\$ 4,836.00
121	Iteris Vantage Next System	1	EA	\$ 21,160.00	\$ 21,160.00
122	Iteris Vantage Vector Detectors	4	EA	\$ 3,325.00	\$ 13,300.00
123	Cat 5E Cable For Video Detection	920	LF	\$ 2.65	\$ 2,438.00
124	Infrared Preemption System Detector (3M Opticom Model 721)	4	EA	\$ 10,882.00	\$ 43,528.00
125	Infrared Preemption Cable	910	LF	\$ 2.65	\$ 2,411.50
126	Electric Service Ty D 120/240 070(NS)GS(E)PS(U)	1	EA	\$ 6,892.00	\$ 6,892.00
127	Wind Damper Assembly	4	EA	\$ 937.10	\$ 3,748.40
128	Confirmation Lights With Power Cable	8	EA	\$ 332.50	\$ 2,660.00
129	R10-17T Sign (36"X42") "Left-Turn Yield On Flashing Yellow Arrow" On Mast Arm Including Mounting Hardware	2	EA	\$ 455.00	\$ 910.00
130	R10-12 Sign (36"X42") "Left-Turn Yield On Green" On Mast Arm Including Mounting Hardware	2	EA	\$ 455.00	\$ 910.00
131	Static Street Name Sign (18"X96") On Mast Arm Including Mounting Hardware	4	EA	\$ 850.00	\$ 3,400.00
132	4" Conduit with 4-1" Inner Ducts for Fiber Optic Cable (Fiber not included)	3,200	LF	\$ 48.40	\$ 154,880.00
133	Underground Fiber - Install Only	3,200	LF	\$ 6.04	\$ 19,328.00
134	Overhead Fiber - Install only	4,800	LF	\$ 7.25	\$ 34,800.00
135	ITS Pull Boxes	13	EA	\$ 7,980.00	\$ 103,740.00
TOTAL SECTION F - TRAFFIC SIGNAL				\$	650,488.40
BASE BID TOTAL (SECTIONS A - F):				\$	7,840,855.40
CONSTRUCTION TIME (Calendar Days)					600

7,840,856.15

August 24, 2023
Item No. 6.5.
Atmos RRM Ordinance

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Atmos Mid-Tex 2023 Rate Review Mechanism (RRM) Ordinance.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff respectfully recommends Council approve the ordinance

Summary: The City, along with 181 other Texas cities served by Atmos, is a member of the Atmos Cities Steering Committee (ACSC). In 2007 ACSC and Atmos settled a rate application. That settlement created a substitute rate review process, referred to as the Rate Review Mechanism (RRM). In March 2023, Atmos filed a rate request pursuant to the RRM Tariff.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's rate request from \$165.9 million to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial \$165.9 million request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The effective date for new rates is October 1, 2023.

Bill Impact

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

Budget & Financial Summary: None

Attachments:

1. Atmos Mid-Tex 2023 RRM Ordinance wAttachments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on or about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance, regarding this matter, that was previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
COLLEGE STATION, TEXAS, ON THIS THE _____ DAY OF _____
_____, 2023.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 43.6 Ccf				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	\$ 88.47			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 356.6 Ccf				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	<u>\$ 24.72</u>	<u>5.19%</u>
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
35	<u>Rate I @ 1720 MMBTU</u>										
36	Customer charge							\$ 1,204.50			
37	Consumption charge	1,500	MMBTU	X	\$	0.4939	=	740.85			
38	Consumption charge	220	MMBTU	X	\$	0.3617	=	79.64			
39	Consumption charge	0	MMBTU	X	\$	0.0776	=	-			
40	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=	10,688.12			
41	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=	1,078.08			
42	Subtotal							\$ 13,791.19			
43	Rider FF & Rider TAX	\$13,791.19		X		0.06237	=	860.17			
44	Total							<u>\$ 14,651.36</u>			
45											
46	Customer charge								\$ 1,382.00		
47	Consumption charge	1,500	MMBTU	X	\$	0.7484	=		1,122.62		
48	Consumption charge	220	MMBTU	X	\$	0.5963	=		131.30		
49	Consumption charge	0	MMBTU	X	\$	0.2693	=		-		
50	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=		10,688.12		
51	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=		1,078.08		
52	Subtotal								\$ 14,402.12		
53	Rider FF & Rider TAX	\$14,402.12		X		0.06237	=		898.28		
54	Total								<u>\$ 15,300.40</u>	<u>\$ 649.04</u>	<u>4.43%</u>
55											

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
56	Rate T @ 4720 MMBTU										
57	Customer charge							\$ 1,204.50			
58	Consumption charge	1,500	MMBTU	X	\$	0.4939	=	740.85			
59	Consumption charge	3,220	MMBTU	X	\$	0.3617	=	1,164.50			
60	Consumption charge	0	MMBTU	X	\$	0.0776	=	-			
61	Rider GCR Part B	4,720	MMBTU	X	\$	0.6267	=	2,957.85			
62	Subtotal							\$ 6,067.70			
63	Rider FF & Rider TAX		\$ 6,067.70	X		0.06237	=	378.45			
64	Total							\$ 6,446.15			
65											
66	Customer charge								\$ 1,382.00		
67	Consumption charge	1,500	MMBTU	X	\$	0.5684	=	852.60			
68	Consumption charge	3,220	MMBTU	X	\$	0.4163	=	1,340.29			
69	Consumption charge	0	MMBTU	X	\$	0.0893	=	-			
70	Rider GCR Part B	4,720	MMBTU	X	\$	0.6267	=	2,957.85			
71	Subtotal							\$ 6,532.74			
72	Rider FF & Rider TAX		\$ 6,532.74	X		0.06237	=	407.45			
73	Total							\$ 6,940.19	\$ 494.04	7.66%	

August 24, 2023
Item No. 6.6.
FY24 Annual Exemptions

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion and possible action to authorize expenditure of funds for Fiscal Year 2024 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff respectfully recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; capital replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the Fiscal Year 2024 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. 2024 Exemptions List Over \$100K

2024 Annual Exemptions

	FY 2023 Approved	FY 2024 Request
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
AngelTrax (Fleet Video/GPS/Diagnostic Product Maintenance)	\$132,868.00	\$102,098.00
Azteca (Cityworks Product Maintenance)	\$111,300.00	\$111,300.00
Tyler Technologies (MUNIS Product Maintenance and Services) <i>MUNIS is the City's Enterprise Resource Planning (ERP) system.</i>	\$161,804.00	\$169,895.00
CentralSquare (Inform Product Maintenance) <i>Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.</i>	\$290,501.00	\$311,206.00
Solid Border, Inc. (Palo Alto - Firewall Maintenance)	\$99,750.00	\$152,251.00
SHI (Enterprise Agreements for Microsoft 365 and P1 Licenses)	---	\$303,000.00
Heil of Texas (OEM Parts/Services for Autocars)	\$100,000.00	\$185,000.00
Badger Meter, Inc. (Water Meters)	---	\$110,000.00
Landis+Gyr (AMI Meters and Components)	---	\$350,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (Utilities for wells and pump station)	\$1,000,000.00	\$1,100,000.00
Frontier (Local/Long Distance Phone Service)	\$150,000.00	\$150,000.00
Entergy (Well 8 & Well 9 electrical power)	\$250,000.00	\$300,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with BVSWMMA <i>This expense is for landfill disposal fees.</i>	\$1,650,000.00	\$1,650,000.00
ILA with Brazos Central Appraisal District <i>This is the City's portion of the funding of the Brazos Central Appraisal District.</i>	\$510,000.00	\$641,000.00
ILA with City of Bryan (Library services) <i>Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan.</i>	\$1,420,430.00	\$1,358,000.00
ILA with OMNIA Partners for Office Depot/ODB Business Solutions, LLC (Office supplies \$120,000 and janitorial supplies \$200,000) <i>All products and services available through OMNIA cooperative contracts have been competitively solicited and publicly awarded utilizing industry best practices, processes and procedures. Office Depot has a local store and two-day delivery for orders placed online.</i>	\$120,000.00	\$320,000.00
Brazos County Health Department <i>This expense is for the City's portion of the funding of the Brazos County Health Department.</i>	\$479,000.00	\$479,000.00
Preferred Access Funding Agreement <i>As part of the effort to pay for the renovation of Kyle Field, the COCS, worked to secure funding through the Hotel Occupancy Tax for the project. A portion of the current COCS HOT tax from visitors who stay at College Station hotels is being utilized through a Facilities Access Agreement that provides access to certain facilities at TAMU at preferred rates for events that will bring more visitors and tourists to the community. This exemption item is for the annual payment that is made as a result of that agreement.</i>	\$755,000.00	\$210,000.00
ILA with TASB (BuyBoard) for GT Distributors to supply duty gear, body armor, firearms/ammo, SWAT equipment, etc.	\$144,000.00	\$300,000.00
ILA with TASB (BuyBoard) for Gall's Parent Holdings to supply Police/Fire uniforms and alterations	\$140,000.00	\$160,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) <i>Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.</i>	\$200,000.00	\$200,000.00
BV Groundwater Conservation District (Assessment fees) <i>These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased population.</i>	\$210,000.00	\$210,000.00

August 24, 2023
Item No. 6.7.
External Audit Agreement

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the fourth renewal of an annual contract for Professional Auditing Services with FORVIS, LLP (formerly BKD, LLP) for an amount not to exceed \$150,000.

Relationship to Strategic Goals:

1. Good Governance
2. Financial Sustainability
3. Sustainable City

Recommendation(s): Staff respectfully recommends approving the fourth renewal of the annual contract with FORVIS, LLP for Professional Auditing Services.

Summary: June 2018, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2018 with the option of renewing the contract annually for up to five (5) additional years for a total of six (6) years and selected BKD, LLP, now FORVIS, LLP. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards and the Uniform Guidance.

Budget & Financial Summary: Funds are available and budgeted in the General Fund and in the Community Development budget.

Attachments:

1. 18300669 Prof Audit Svcs Ren5 Amd2

CONTRACT NO. 18300669
RENEWAL NO. 5 AND LETTER AMENDMENT NO. 2 ACCEPTANCE

The City of College Station ("City") and you, acting on behalf of FORVIS, LLP ("FORVIS") would like to extend the term of Contract No. 18300669, *Professional Auditing Services*, for an additional one-year term beginning August 8, 2023 through August 7, 2024 for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000). This amount includes an engagement fee amount of \$128,455.00 plus a contingency amount of \$21,545 to accommodate additional services if requested by the City.

Both the City and FORVIS mutually agree that **Section 4.01** of the Contract be amended to read in its entirety as follows:

4.01 Except as provided in Article X herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to five (5) additional years (six (6) years total). If for any reason, funds are not appropriated to continue the contract, the contract shall be come null and void and shall terminate.

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

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

FORVIS, LLP

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

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

By: _____
City Attorney
Date: _____

By: _____
Assistant City Manager/CFO
Date: _____

August 24, 2023

Item No. 6.8.

Interlocal Agreement with Brazos County Emergency Service District 4 for the Purchase of Surplus Vehicle

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Interlocal Agreement between the City of College Station and Brazos County Emergency Service District 4 for the transfer of a surplus vehicle.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends approval of the interlocal agreement.

Summary: This agreement is for the transfer of a 2016 Tahoe from the City of College Station to Brazos County Emergency Service District 4. The vehicle has been replaced as part of the normal fleet replacement cycle and is considered surplus. The ESD is in need of a vehicle to better provide fire and medical aid in Brazos County.

Budget & Financial Summary: N/A

Attachments:

1. ILA - Chevy Tahoe Transfer - Brazos Co. ESD 4_v8-9-2023

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND
BRAZOS COUNTY EMERGENCY SERVICE DISTRICT 4**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies; and

WHEREAS, the City of College Station (hereinafter referred to as "College Station"), and Brazos County Emergency Service District 4 (hereinafter referred to as "ESD 4") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services; and

WHEREAS, College Station has a surplus 2016 Chevrolet Tahoe vehicle; and

WHEREAS, ESD 4 is in need of such a vehicle to better facilitate and provide fire, medical, and public safety mutual aid services in Brazos County and surrounding areas; and

WHEREAS, enhancing fire, medical, and public safety mutual aid services in Brazos County accomplishes a valid public purpose; and

WHEREAS, it is deemed in the best interest of the participating governments that said governments do enter into a mutually satisfactory agreement for the transfer of the surplus vehicle;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Vehicle Pick-Up. Within thirty (30) days of the effective date of this Agreement and for the consideration contained in paragraph 4 of this agreement, ESD 4 shall pick up and receive the surplus 2016 Chevrolet Tahoe vehicle in "as-is condition" from College Station. ESD 4 and College Station shall schedule a date and time convenient to both parties for a ESD 4 representative to collect the vehicle. Delivery will be F.O.B. College Station, Texas.
2. Vehicle Description. College Station will transfer to ESD 4 the following vehicle:
Make/Model: 2016 Chevrolet Tahoe
VIN Number: 1GNLCKCXGR407016
3. Effective Date. This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as provided herein.
4. Consideration. Upon College Station's receipt of a written request from ESD 4 for the surplus vehicle, College Station will sell to ESD 4, and ESD 4 will pay ONE AND 00/100 DOLLAR (\$1.00), for the available surplus vehicle identified in paragraph 2. ESD 4 agrees to use the surplus vehicle for the purposes established in this Agreement.
5. Modification. The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification 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.

6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party in accordance herein. This Agreement shall immediately terminate, without recourse, if College Station no longer possesses the surplus vehicle identified in this Agreement at the proposed delivery date/time.
7. **Hold Harmless.** College Station and ESD 4 agree 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 this Agreement.
8. **Disclaimer of Warranty.** The transfer of the surplus vehicle is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind. ESD 4 understands and agrees that the vehicle is provided "as is."
9. **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. **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.

Brazos County Emergency Service District 4:

Brazos County Emergency Service District 4
Attn: Chief Joe Warren or Asst. Chief Chris Ford
3098 Fazzino Ln.
Bryan, TX 77807
(979) 571-8311

City of College Station:

City of College Station – Public Works – Fleet Services
Attn: Troy Pemberton, Division Manager
1101 Texas Ave. S.
P.O. Box 9960
College Station, Texas 77842
(979)764-3849

11. **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 any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
12. **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.
13. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

14. Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
15. 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 that they have authorization to sign on behalf of their respective corporations.
16. Waiver. Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
17. 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.
18. 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.

**BRAZOS COUNTY EMERGENCY
SERVICE DISTRICT 4**

By: _____
Joe Warren, Fire Chief

Date: _____

ATTEST:

Printed Name: _____
Title: _____
Date: _____

CITY OF COLLEGE STATION

By: _____
John P. Nichols, Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager, CFO
Date: _____

August 24, 2023
Consent Agenda Item
Hotel Tax Fund Funding Agreement with Arts Council of the Brazos Valley – First Amendment

To: Bryan Woods, City Manager

From: Mary Ellen Leonard, Director of Fiscal Services

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the Funding Agreement for Payment and Use of Hotel Tax with the Arts Council of the Brazos Valley for FY23.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval.

Summary: As part of the 2022-2023 budget process the City Council approved funding for the Arts Council of the Brazos Valley in the amount of \$509,000. The current funding appropriated under the Agreement is: \$375,300 affiliate grant funding; \$65,024 operations and maintenance; and \$68,676 marketing and public art. The amendment changes the funding to: \$329,951 affiliate grant funding; \$65,024 operations and maintenance; and \$114,025 marketing and public art. The amendment does not change the total approved funding amount of \$509,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 Hotel Occupancy Tax Fund. \$45,349 in unused affiliate funding will be used to begin maintenance of public art in the City of College Station. Arts Council has hired a consultant who will perform the sculpture care. Arts Council board approved the budget transfer from affiliate funding to public art at their August 1, 2023, meeting. Public art maintenance is an allowable and eligible expense in the FY23 funding agreement Section 3.1 Use of funds.

Attachments:

1. Arts Council FY23 funding agreement, contract #23300016 First Amendment
2. Arts Council Public Arts Conservation Survey
3. Arts Council Sculpture Care Instructions



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300016 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Hotel Tax with Arts Council Of The Brazos Valley

Name of Contractor: Arts Council of the Brazos Valley

CONTRACT TOTAL VALUE: \$ 509,000.00 **Grant Funded** ☐ Yes ☒ No
If yes, what is the grant number:

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding for this contract was approved in the FY23 Budget and is available in the General Fund.

Budget Code: 31219100-6720 HOT-ND-Exp-Nonoper-Contrib 10/27/2022

CRC Approval Date*: N/A **Council Approval Date*:** 10/13/2022 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

<u>Mary Ellen Leonard</u>	<u>10/3/2022</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>10/3/2022</u>
LEGAL DEPARTMENT	DATE
<u>[Signature]</u>	<u>10/3/2022</u>
ASST CITY MGR – CFO	DATE

APPROVED & EXECUTED

<u>Bryan C. Woods</u>	<u>10/14/2022</u>
CITY MANAGER	DATE
<u>N/A</u>	<u>N/A</u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u>N/A</u>
CITY SECRETARY (if applicable)	DATE

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **ARTS COUNCIL OF BRAZOS VALLEY**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FIVE HUNDRED NINE THOUSAND AND NO/100 DOLLARS (\$509,000.00)** to be paid as follows:

- (a) The amount of **SIXTY FIVE THOUSAND TWENTY FOUR AND NO/100 DOLLARS (\$65,024.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023. Payment will be made in eleven monthly installments of **\$5,418.67** and the twelfth payment will be **\$5,418.63**.
- (b) The amount of **SIXTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND NO/100 CENTS (\$68,676.00)** shall be paid from the City's Hotel Tax Revenue for marketing and public art. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023. Payment will be made in twelve monthly installments of **\$5,723.00**.
- (c) The amount of **THREE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$375,300.00)** shall be paid from the City's Hotel Tax Revenue for affiliate funding. The appropriated funds shall be

used during the period of October 1, 2022 to September 30, 2023. Payment will be made in four quarterly installments of **\$93,825.00**.

2.2 Reports and Payments. Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

2.3 Other limitations regarding consideration.

- (a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.
- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the

promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

- (c) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special

meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2022 and terminates at midnight on October 31, 2023; however, the program period shall commence on October 1, 2022 and terminate at midnight on September 30, 2023. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.3, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.3 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 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 Agency and funded 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 Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, 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 VIII INSURANCE

8.1 The Agency 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 Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 D**.

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

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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.

8.6 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.

8.7 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 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 organizations.

9.11 Waiver of Terms. 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 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.

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

9.13 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 party to this Agreement.

9.14 Counterparts. 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.

9.15 Invalid Provisions. 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.

9.16 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 any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 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. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Sheree Boegner, Director
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published

activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: Sheree Boegner

Printed Name: Sheree Boegner

Title: Executive Director

Date: 9/30/2022

CITY OF COLLEGE STATION

Bryan C. Woods

City Manager
Date: 10/14/2022

[Signature]

City Attorney
Date: 10/3/2022

[Signature]

Assistant City Manager
Date: 10/3/2022

Exhibit A
Statement of Financial Position

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	33,728.78
10200 VB - Checking *3808	124,586.04
10210 VB - Savings *3816	24,505.58
10220 VB - ICS *8164	518,607.17
10300 PayPal	2,442.24
10400 Prosperity - ABC	0.00
10500 American Momentum Money Market	71,139.97
10600 American Funds	52,798.90
10700 Cash in Drawer	0.00
10800 Community Foundation of BV	9,496.62
10900 Spirit of Texas	0.00
Total Bank Accounts	\$837,305.30
Accounts Receivable	
11000 Accounts Receivable	13,081.44
11200 Pledges Receivable	45,000.00
11210 Discount on Pledge Receivable	0.48
Total 11200 Pledges Receivable	45,000.48
11400 Grants Receivable	0.00
11500 Contributions Receivable	69,999.80
11600 Due from Affiliates	14,348.50
Total 11000 Accounts Receivable	142,430.22
Total Accounts Receivable	\$142,430.22
Other Current Assets	
12000 Undeposited Funds	1,509.68
12100 Inventory Asset	0.00
12300 Art Inventory	14,102.00
12400 Prepaid Expenses	0.22
12410 Prepaid Rent	0.00
12420 Prepaid Insurance	0.00
12430 Prepaid Advertising	0.00
Total 12400 Prepaid Expenses	0.22
Payroll Refunds	126.00
Total Other Current Assets	\$15,737.90
Total Current Assets	\$995,473.42

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	158,096.92
14200 Buildings & Improvements	1,655,761.71
14300 Permanent Collection	657,023.02
14400 Texas Gallery Improvements	0.00
14500 Land	392,430.00
14900 Accum Depreciation	-175,767.61
Total 14000 Property & Equipment	2,687,544.04
14101 New Building	0.00
14101.1 Building Improvements	0.00
14102 Credit to Building Cost	0.00
16000 Construction in Progress	0.00
Total Fixed Assets	\$2,687,544.04
Other Assets	
18000 Investments/Endowments	0.00
18010 Wells Fargo Investment	0.00
Total 18000 Investments/Endowments	0.00
18600 Other Assets	0.00
18700 Security Deposits Asset	0.00
18800 Promise to Give - COCS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$3,683,017.46
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	9,970.62
20100 Grants Payable	0.00
Total Accounts Payable	\$9,970.62
Credit Cards	
21000 Wells Fargo Business Card - Boegner	1,554.57

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Total Credit Cards	\$1,554.57
Other Current Liabilities	
22000 PPP Loan	0.00
23000 Payroll Liabilities	0.00
23100 Federal Tax Payable	626.47
23200 Texas Unemployment Payable	1,061.00
23300 Simple IRA Payable	4,400.00
23400 Blue Cross Blue Shield Payable	1,176.10
23500 Guardian Insurance Payable	-77.09
23600 HSA Payable	0.00
23700 Accrued Compensated Absences	4,029.94
23800 Direct Deposit Liabilities	0.00
Total 23000 Payroll Liabilities	11,216.42
25000 Deferred Income	0.14
25100 Unearned or Deferred Revenue	0.00
26000 Accrued Expenses	0.00
26100 Deferred Membership Dues	0.00
26200 Due to COCS- Reimbursements	0.00
26300 Due to COB - Reimbursements	0.00
28000 Sales Tax Payable	0.00
28100 Sales Tax Payable - Current	1,504.01
Total 28000 Sales Tax Payable	1,504.01
Direct Deposit Payable	0.00
Out Of Scope Agency Payable	0.00
Sales Tax Agency Payable (do not use)	0.00
Sales Tax Payable (do not use)	0.00
Square Sales Tax Payable (do not use)	0.00
State Comptroller Payable (do not use)	0.00
Total Other Current Liabilities	\$12,720.57
Total Current Liabilities	\$24,245.76
Long-Term Liabilities	
29100 Note payable to Citibank	0.00
29200 Notes Payable	0.00
29300 NP - Vera Bank	694,220.87
29900 Northgate Sculpture Fund	123,750.00
Total Long-Term Liabilities	\$817,970.87
Total Liabilities	\$842,216.63

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Equity	
30000 Opening Bal Equity	0.00
31000 Net Assets - Donor Restricted	756,750.00
32000 Unrestricted Net Assets	2,060,826.46
Net Revenue	23,224.37
Total Equity	\$2,840,800.83
TOTAL LIABILITIES AND EQUITY	\$3,683,017.46

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
43000 Contributed Income	58,359.61	135,000.00	-76,640.39	43.23 %
43100 Membership Dues				
43120 Affiliates Membership	4,000.00	3,200.00	800.00	125.00 %
43130 Business Membership	2,991.66	4,500.00	-1,508.34	66.48 %
43140 BV Collective Membership	850.00	800.00	50.00	106.25 %
43150 Individual Membership	9,658.34	16,000.00	-6,341.66	60.36 %
Total 43100 Membership Dues	17,500.00	24,500.00	-7,000.00	71.43 %
43200 Fundraising Events				
43240 Celebrate the Arts	57,696.00	140,000.00	-82,304.00	41.21 %
43245 Celebrate the Arts Scholarship	14,750.00	15,000.00	-250.00	98.33 %
Total 43240 Celebrate the Arts	72,446.00	155,000.00	-82,554.00	46.74 %
43250 Boots & BBQ		17,000.00	-17,000.00	
43260 Empty Bowls, Jr.	12,376.67	13,000.00	-623.33	95.21 %
43270 Stories at the Gallery	6,642.39		6,642.39	
Total 43200 Fundraising Events	91,465.06	185,000.00	-93,534.94	49.44 %
43300 Government Grants				
43310 Brazos County	8,000.00	8,000.00	0.00	100.00 %
43320 Bryan HOT	111,780.00	111,780.00	0.00	100.00 %
43325 Bryan HOT Reimbursements	13,427.84	600.00	12,827.84	2,237.97 %
Total 43320 Bryan HOT	125,207.84	112,380.00	12,827.84	111.41 %
43330 College Station	32,076.00	35,000.00	-2,924.00	91.65 %
43340 College Station HOT	455,162.00	463,000.00	-7,838.00	98.31 %
43345 College Station HOT Reimbursements	2,770.38	3,000.00	-229.62	92.35 %
Total 43340 College Station HOT	457,932.38	466,000.00	-8,067.62	98.27 %
43350 Navasota HOT	28,800.00	28,800.00	0.00	100.00 %
43355 Navasota HOT Reimbursements		1.00	-1.00	
Total 43350 Navasota HOT	28,800.00	28,801.00	-1.00	100.00 %
43360 TCA	6,250.00	15,000.00	-8,750.00	41.67 %
43370 TCA Revenue	5,500.00		5,500.00	
Total 43360 TCA	11,750.00	15,000.00	-3,250.00	78.33 %
Total 43300 Government Grants	663,766.22	665,181.00	-1,414.78	99.79 %
43400 Foundation & Trust Grants	975.64	5,000.00	-4,024.36	19.51 %
Total 43000 Contributed Income	832,066.53	1,014,681.00	-182,614.47	82.00 %
44000 Program Service Revenue				
44100 Artist Call for Entry	1,754.38	1,700.00	54.38	103.20 %
44200 Camps & Workshops	13,650.00	6,800.00	6,850.00	200.74 %
44210 Adult Workshops		1.00	-1.00	
44220 Children Camps		1.00	-1.00	
Total 44200 Camps & Workshops	13,650.00	6,802.00	6,848.00	200.68 %
44300 Classes	3,341.00	1,600.00	1,741.00	208.81 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
44310 Adult Classes	-30.00	1.00	-31.00	-3,000.00 %
44320 Children Classes	100.00	1.00	99.00	10,000.00 %
Total 44300 Classes	3,411.00	1,602.00	1,809.00	212.92 %
44400 Community Events	2,626.00	3,000.00	-374.00	87.53 %
44500 Red Wasp		2,000.00	-2,000.00	
44600 Special Exhibits		30,000.00	-30,000.00	
Total 44000 Program Service Revenue	21,441.38	45,104.00	-23,662.62	47.54 %
45000 Art & Merchandise Sales	20,124.54	8,000.00	12,124.54	251.56 %
46000 Other Revenue				
46200 Investments	5,764.85	2,000.00	3,764.85	288.24 %
46300 Rentals	13,365.00	17,500.00	-4,135.00	76.37 %
46400 Miscellaneous Revenue	188.49	50.00	138.49	376.98 %
46410 Payroll Tax Credit	10,000.00		10,000.00	
46420 Interest Income	466.58		466.58	
Total 46400 Miscellaneous Revenue	10,655.07	50.00	10,605.07	21,310.14 %
Total 46000 Other Revenue	29,784.92	19,550.00	10,234.92	152.35 %
PayPal Sales	675.00		675.00	
Total Revenue	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
GROSS PROFIT	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
Expenditures				
60000 Grants & Scholarships				
60100 Grants		429,256.00	-429,256.00	
60110 Bryan College Station Grants	429,256.00	1.00	429,255.00	42,925,600.00 %
60120 Navasota Grants	23,300.00	1.00	23,299.00	2,330,000.00 %
60130 Rural Grants	8,000.00	1.00	7,999.00	800,000.00 %
60140 Returned Grants		3,600.00	-3,600.00	
Total 60100 Grants	460,556.00	432,859.00	27,697.00	106.40 %
60200 Scholarships	19,000.00	15,000.00	4,000.00	126.67 %
Total 60000 Grants & Scholarships	479,556.00	447,859.00	31,697.00	107.08 %
61000 Salaries and Related Expenses				
61100 Salaries & Wages	130,255.33	203,940.00	-73,684.67	63.87 %
61200 Employer IRA Contributions	2,200.00	6,118.20	-3,918.20	35.96 %
61300 Employee Benefits-Other	2,660.00	720.00	1,940.00	369.44 %
61400 Payroll taxes & fees	11,785.33	15,601.41	-3,816.08	75.54 %
61500 Sales Commission		1,050.00	-1,050.00	
61600 Employer Health Ins. Contribution	5,474.29	21,600.00	-16,125.71	25.34 %
Total 61000 Salaries and Related Expenses	152,374.95	249,029.61	-96,654.66	61.19 %
62000 Fees for Services	825.00		825.00	
62100 Accounting Fees	25,709.60	30,000.00	-4,290.40	85.70 %
62200 Contractor Fee		500.00	-500.00	
62300 Legal and Professional Fees	2,168.78	1,000.00	1,168.78	216.88 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
62400 Marketing Intern & Work Study	10,388.47	10,000.00	388.47	103.88 %
62500 Program Intern & Work Study	1,500.00	1.00	1,499.00	150,000.00 %
Total 62000 Fees for Services	40,591.85	41,501.00	-909.15	97.81 %
63000 Advertising, Printing, Promo.	0.00	62,784.00	-62,784.00	0.00 %
63100 HOT Advertising	10,505.65	1.00	10,504.65	1,050,565.00 %
63200 Local Advertising	12,029.47	1.00	12,028.47	1,202,947.00 %
Total 63000 Advertising, Printing, Promo.	22,535.12	62,786.00	-40,250.88	35.89 %
64000 Programs				
64010 ART for Life	11,169.24	13,500.00	-2,330.76	82.74 %
64020 Artist Connect	5,501.76	8,000.00	-2,498.24	68.77 %
64030 Artist in Residence	2,786.77	7,125.00	-4,338.23	39.11 %
64040 Camps & Workshops		5,100.00	-5,100.00	
64041 Adult Workshop Expense		1.00	-1.00	
64042 Children Camp Expense	6,401.97	1.00	6,400.97	640,197.00 %
Total 64040 Camps & Workshops	6,401.97	5,102.00	1,299.97	125.48 %
64050 Classes		1,500.00	-1,500.00	
64051 Adult Class Expense	89.45	1.00	88.45	8,945.00 %
64052 Children Class Expense		1.00	-1.00	
Total 64050 Classes	89.45	1,502.00	-1,412.55	5.96 %
64060 Community Events	671.77	400.00	271.77	167.94 %
64070 Gallery	4,191.79	6,000.00	-1,808.21	69.86 %
64080 Public Art	823.41	3,000.00	-2,176.59	27.45 %
64090 Red Wasp		2,000.00	-2,000.00	
64110 Special Exhibits		30,000.00	-30,000.00	
64130 Programs-Other	62.73	1,500.00	-1,437.27	4.18 %
Total 64000 Programs	31,698.89	78,129.00	-46,430.11	40.57 %
65000 Fundraising	2,040.00		2,040.00	
65100 Boots & BBQ		3,000.00	-3,000.00	
65200 Celebrate the Arts	10,105.33	48,000.00	-37,894.67	21.05 %
65300 Empty Bowls, Jr.	6,735.76	7,500.00	-764.24	89.81 %
65400 Fundraising - Other	271.98	5,500.00	-5,228.02	4.95 %
65500 Stories at the Gallery	3,624.85		3,624.85	
Total 65000 Fundraising	22,777.92	64,000.00	-41,222.08	35.59 %
66000 Office Expenses	7,042.80	3,000.00	4,042.80	234.76 %
66100 Information Technology	4,749.90	5,100.00	-350.10	93.14 %
66200 Postage, Mailing Service	185.38	700.00	-514.62	26.48 %
Total 66000 Office Expenses	11,978.08	8,800.00	3,178.08	136.11 %
68000 Occupancy				
68200 Facilities & Equipment Rental	1,885.21	2,000.00	-114.79	94.26 %
68300 Insurance	13,980.00	14,300.00	-320.00	97.76 %
68400 Janitorial	4,800.00	10,800.00	-6,000.00	44.44 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
68500 Mortgage Expense	27,203.50	66,132.00	-38,928.50	41.14 %
68600 Pest Control	340.00	500.00	-160.00	68.00 %
68700 Repairs & Maintenance	10,346.04	7,600.00	2,746.04	136.13 %
68800 Security	5,170.00	1,000.00	4,170.00	517.00 %
68900 Utilities	18,514.82	20,000.00	-1,485.18	92.57 %
Total 68000 Occupancy	82,239.57	122,332.00	-40,092.43	67.23 %
69000 Mileage	92.40		92.40	
69100 Travel & In-Region Mileage	2,111.82	2,200.00	-88.18	95.99 %
Total 69000 Mileage	2,204.22	2,200.00	4.22	100.19 %
80000 Other expenses				
80010 Artist Commission	16,383.05	6,000.00	10,383.05	273.05 %
80020 Bank Charges	2,399.56	600.00	1,799.56	399.93 %
80025 PayPal Fees	553.26		553.26	
Total 80020 Bank Charges	2,952.82	600.00	2,352.82	492.14 %
80050 Investment Losses	9,880.63	1,575.00	8,305.63	627.34 %
80070 Memberships & Dues	1,259.58	1,575.00	-315.42	79.97 %
80080 Training & Development	4,129.19	3,375.00	754.19	122.35 %
80100 Other Costs		1,000.00	-1,000.00	
Total 80000 Other expenses	34,605.27	14,125.00	20,480.27	244.99 %
Reimbursed Expenses	220.54		220.54	
Total Expenditures	\$880,782.41	\$1,090,761.61	\$ -209,979.20	80.75 %
NET OPERATING REVENUE	\$23,309.96	\$ -3,426.61	\$26,736.57	-680.26 %
Other Expenditures				
90000 Ask My Accountant	85.59		85.59	
Total Other Expenditures	\$85.59	\$0.00	\$85.59	0.00%
NET OTHER REVENUE	\$ -85.59	\$0.00	\$ -85.59	0.00%
NET REVENUE	\$23,224.37	\$ -3,426.61	\$26,650.98	-677.77 %

Exhibit B
Narrative Summary of Activity Report

FY 2022 Activity Overview

Our focus for the current and upcoming fiscal year is continuing to fulfill our mission: to make the arts accessible to all residents and visitors of the Brazos Valley. In the current fiscal year, the Arts Council focused on private fundraising efforts, including continuing an extremely successful capital campaign which we have now focused on to develop a plan to build a growing endowment to support our new facility and the operations within. Our facility contains a two-tier fully-accessible mezzanine gallery, three active artist studios, classroom and meeting space, a visitor center, and Arts Council administrative offices. We will continue to aggressively fundraise and to grow and improve fundraising projects, events, and programs including Empty Bowls, Jr., Boots & BBQ, all Membership Programs, the College Arts Scholarship Program, private donor cultivation, public art, grant writing, and Celebrating the Arts. In addition, we are working to maintain our impact through our at-risk youth programs in the current year, including *Artist Connect*, *Empty Bowls, Jr.* and *Art Reaching Teens for Life*. Through *Artist Connect*, we look forward to conducting at least nine high-impact workshops in Title-1 schools through providing free, innovative, in-classroom arts programming. Through *Empty Bowls, Jr.*, over 20 schools from across the Brazos Valley created over 1000 bowls and helped The Arts Council raise almost \$13,000 for much needed grant support for in-school food pantries in our region.

We also continue to focus on our advocacy and funding role for the arts in the Brazos Valley. Many of our affiliates are still recovering from significant impacts from the COVID-19 closures and public safety recommendations concerning staying home. Through work done to compile impacts of the COVID-19 health crisis, we have found that arts affiliates have had to cancel, reschedule, or limit events and facility openings to maintain safety in our community. Due to these limitations, other sources of revenues for our affiliates have been reduced as organizations await economic improvements and public confidence in their safety. Grant funds are crucial in maintaining programming and marketing efforts and rebuilding the arts community in the Brazos valley. A strong arts community will motivate visitors to stay in the area longer which will help rebuild our economy.

The following is an overview of program and administrative activities conducted by the Arts Council this fiscal year since October 2021.

Arts Council Programs

The Arts Council supports and enhances our community's art, culture, and heritage efforts. Programs include operations of the Galleries & Visitor Center, funding opportunities, artistic learning opportunities, affiliate support and arts marketing, and community involvement and outreach. Milestones and activities achieved through our programs are listed below.

Arts Council Galleries & Visitor Center

As an arts destination and the hub of information about the region's arts activities, The Arts Council's Galleries and Arts Visitor Center is a critical service for the public and many Arts Council affiliate organizations. Gallery spaces and artist studios operated by The Arts Council facilitate public interaction with the arts and provide the residents and visitors of the Brazos Valley with the opportunity to see fantastic works of art by contemporary artists from around the state and beyond. The Arts Council's facilities serve as an arts and culture visitors' center and provides the public with information about the many arts organizations and happenings in the area. It also provides affiliates a space to meet, work or host events vital to fulfilling their missions. The classroom is used by many affiliate groups and other visitors as a space to meet, learn, and create new work together.

Group Facility Use: Our facilities averaged 16 in-person meetings each month, a 300% increase from last year. Total meetings were affected by COVID-19 as many of our affiliates are made up of groups of high-risk individuals and were unable to meet in person. Other meetings were attended and facilitated by the Arts Council virtually. We expect to return to our previous meeting numbers (26 per month) as the public health situation improves as well as increasing affiliate usage.

4180 and Bradfield Galleries: Our two-tiered mezzanine gallery space will feature a total of 13 planned exhibitions for FY 2021-2022, some of which were postponed to this fiscal year given COVID-19 closures, including: the Jason Robichau *The Art of Sport* Exhibit; *Lovin' that Lonestar Flag* exhibit by E. Joe Deering; Neena Buxani's *The Art of Gemology*; a solo exhibit by the incoming College Station Artist in Residence; showings by a trio of local artists, Nikki Smith, Hailey Herrera, and Patsy Supak; the *Aggie Spirit* show which will display the winning pieces from our Aggie Spirit Community Art Contest; *Art is for Everyone*, a presentation by Le Hale with Purple Turtle Art Studio; *Astrophotography* by Randall Light, MD; *Seeing the Light through Stained Glass* shown by Irene Light; *Refrigerator Art*, features work by artists in Summer Camps at the Arts Council; and a show by artist June Dudley. We will continue our community galleries, and expect to host 5 new artists through our residency programs and provide them with exhibit space and professional development opportunities.

Community Galleries at Large: 5 galleries, each with 2-3 exhibits for FY 2021-2022. Gallery spaces are located at the City of College Station (on hold due to new City Hall), the City of Bryan,

the City of Navasota, the Brazos Valley Council of Governments, and Brazos Valley Plastic Surgery. An estimated 200 new pieces will be on display throughout the year.

Funding Programs

A longstanding role of the Arts Council has been to evaluate and administrate arts, culture and heritage grant proposals, many of which originate from arts organizations in College Station. This very important role will continue to be a priority, but the Arts Council is also focused on elevating the profile of the arts in the Brazos Valley, making more funding available for the arts, attracting more visitors to the Brazos Valley, and increasing the impact of the arts in the Brazos Valley's economic recovery given COVID-19. To accomplish this, other high priorities include marketing and professional development of local arts organizations to help make local arts activities more sustainable. The Arts Council operates four funding programs: three granting programs to nonprofit arts organizations and a scholarship program for high school seniors.

The largest of the programs is the Annual Marketing & Program Grant, which is funded through the City of College Station and City of Bryan hotel occupancy tax funds. Funding for this program supports projects only in Bryan and College Station. In FY2018, The Arts Council implemented a Multi-Year Grant program for the Bryan/College Station Annual Grants to get our highest performing affiliates on a 3-year grant application and award cycle. 2019 was the last year of the initial cycle and 7 affiliates were participating. Unfortunately, we suspended the multi-year grant program until hotel occupancy tax funds return to normal collections after the COVID-19-related economic downturn. We look forward to continuing this Multi-Year Grant program within the next two years. The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extraterritorial jurisdiction. The Rural Grant program is funded by The Arts Council and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. We expect to complete the awarding process for our rural grants in April.

For FY 2021-2022, The Arts Council received 20 funding requests exceeding \$599,000 from Brazos Valley nonprofit arts, culture and heritage organizations. Through the generous support for the arts shown by Bryan, College Station, Navasota, and private donors, we were able to fund approximately \$452,556 of these requests so far in 2021-2022. In order to purposefully allocate the funds given for FY2021 and better serve our community, we have initiated a second grant cycle for our Bryan College Station Annual Programs and Marketing Grant called "APMG Part B". We hope to distribute approximately \$40,000 in this second cycle, which is open to all Bryan College Station Affiliates. In FY 2022, we hope to award \$503,000 in grant funding to arts,

culture and heritage organizations operating and providing artistic programs in the Brazos Valley. This funding will be crucial for sustaining not only the arts industry, but also catalyzing positive growth for our local economy through ensuring that these organizations continue to provide their services to our local communities and our visitors. The arts will be instrumental in restoring and reviving the hotel and tourism industry in the Brazos Valley as travel restrictions are reduced. Texas will encourage visitors to travel within the state allowing more people to experience the Brazos Valley for multiple days.

Funded programs for FY 2021-2022 are projected to directly impact an estimated 495,000 people, a third of which we expect will travel to Bryan/College Station from outside of the Brazos Valley. Affiliate arts, culture and heritage organizations funded through the Arts Council's granting programs have already reported 1,196 room nights in the Brazos Valley in the first quarter and are expected to report an estimated total impact of more than 4,500 room nights for FY 2021-2022. In the first quarter, over 4,234 restaurant visits were captured via affiliate visitor surveys with a projection of over 13,000 restaurant visits for the year, demonstrating a significant impact on local sales tax revenues as well. Referred from the Texans for the Arts and from Americans for the Arts studies and fact sheets, arts attendees spend \$31.47 per person, per event, beyond the cost of admission. As our affiliates are still experiencing program obstacles, we expect these numbers to increase significantly in FY 2022-2023 following improvements in the public health situation. Having the City of College Station as a partner makes it possible to serve the many residents and visitors of the Brazos Valley. The Arts Council will continue working with our collective of nonprofit affiliates to increase the positive impact on the local economy while creating an arts sector that is sustainable in our community.

Additionally, through private fundraising, The Arts Council provides roughly \$20,000 in scholarships to graduating high school seniors each year. These scholarships go to talented artists who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university

Exhibit C
Performance Measures

Summary of Grants Programs FY 2021-2022

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
Bryan/College Station Annual Grant Program	17	\$429,256.00	45,372	1,124
Bryan/College Station Grant Program Part B	Decisions Pending	\$40,000.00	Events Pending	N/A
Navasota Annual Grant Program	3	\$23,300.00	832	72
Rural Grant Program	Decisions Pending	Decisions Pending	Events Pending	N/A
College Arts Scholarships	Decisions Pending	\$19,000.00	Decisions Pending	N/A
TOTAL	20	\$511,556	46,204	1,196

*Impact totals only represent numbers reported in the first quarter of the fiscal year.

Summary of Proposals Funded FY 2021-2022 (as of March 2022, as reported by affiliate organizations)

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Ballet Brazos	\$24,000	5,604	18	10th anniversary of The Nutcracker
Brazos Educational Radio (KEOS-FM)	\$5,046.00	0	0	No funded programs or marketing this quarter
Brazos Valley African American Museum	\$13,000.00	0	0	No funded programs or marketing this quarter
Brazos Valley Art League dba Visual Arts Society BCS	\$0.00	N/A	N/A	Marketing support for website development and social media campaigns
Brazos Valley Chorale	\$15,000.00	442	0	The Spheres-Kyrie; The Sunrise--Gloria

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Valley Museum of Natural History	\$25,000.00	12,498	267	Marketing Support & Exhibit Program
Brazos Valley Symphony Society	\$68,210.00	3,094	44	Wind Serenade, Queen, & Holiday Pops Concerts and Premiere Market
Brazos Valley Worldfest	\$5,000.00	N/A	0	No funded programs or marketing this quarter
The Children's Museum of the Brazos Valley	\$25,000.00	3,955	10	General Marketing for the museum & exhibits
Fiestas Patrias Mexicanas of B/CS	\$15,000.00	N/A	N/A	No funded programs or marketing this quarter
Friends of Chamber Music	\$15,000.00	230	2	1. Axiom Brass Educational Program, "Excursions" presented at Blinn College, 2. Axiom Brass Quintet Concert, "Love, Mystery, and Despair" (in-person, live-stream, and video), 3. New York Polyphony Concert, "Sing Thee Nowell" (in-person, live-stream)
George Bush Presidential Library & Museum	\$40,000.00	10,837	214	General Marketing for the museum & exhibits
MSC OPAS	\$50,000.00	4,518	311	Charlie and the Chocolate Factory, Michael Cavanaugh, 7000 Miles to Broadway
Museum of the American G.I.	\$32,000.00	1,611	210	General Marketing for the museum & exhibits
Stage Center Theatre	\$20,000.00	470	11	Women in Jeopardy and A Christmas Carol, a Live Radio Play
The Theatre Company of Bryan/College Station	\$37,000.00	2,113	37	Elf, The Frogs, Newsies, Titanic, Moana Jr
TAMU Dance Program	\$0.00	N/A	N/A	No funded programs or marketing this quarter

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Navasota Grimes County Chamber of Commerce	\$5,600.00	300	4	Reds, Wheats & Blues Festival
Navasota Theatre Alliance (Navasota AMPG Grant)	\$11,145.00	532	13	<i>Lanterns & Legends 22 / The Man Who Wanted to be Santa Claus</i>
Washington on the Brazos State Park Association (Navasota AMPG Grant)	\$6,555.00	N/A	55	<i>Year-round marketing support</i>
Brenham Children's Chorus (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Navasota Theatre Alliance (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Troupe Over the Hill (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Unity Theatre (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Washington on the Brazos State Park Association (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Totals	\$452,556.00	46,204	1,196	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

As a note, many of our affiliates have been significantly impacted by the COVID-19 public health situation and safety guidelines. Many of our performing arts affiliates have had to cancel half or more of their seasons and programs. Museums have had to close their doors and miss a great deal of earned income from ticket sales. Some special events are currently canceled, rescheduled, or postponed indefinitely. For many of them, it remains to be seen if they will be able to reschedule their activities within the fiscal year, due to restrictions of performing arts spaces, strict exhibit schedules, and availability of professional artists and performers.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2022

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	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME:	Bert Miller	
		PHONE (A/C, No., Ext):	(936) 825-6789	FAX (A/C, No.): (936) 825-6790
		E-MAIL ADDRESS:	bertmiller@milleragencyinc.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Arts Council Brazos Valley PO Box 10626 College Station TX 77842-	INSURER A:	Markel Insurance Co	
		INSURER B:	Philadelphia Indemnity Insurance Co	
		INSURER C:		
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																				
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B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC0045351-10	02/16/2022	02/16/2023	<table border="1"> <tr><td>☒ WC STATUTORY LIMITS ☐ OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	☒ WC STATUTORY LIMITS ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Property			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>Business Property</td><td>100,000</td></tr> <tr><td>Collections-others</td><td>150,000</td></tr> <tr><td>Collections- ACBV</td><td>75,000</td></tr> </table>	Business Property	100,000	Collections-others	150,000	Collections- ACBV	75,000								
Business Property	100,000																				
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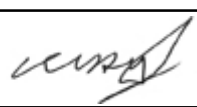
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

AI 002351

City of College Station Att: Risk Management PO Box 9906 College Station TX 77842-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**FIRST AMENDMENT TO THE CITY OF COLLEGE STATION
FUNDING AGREEMENT FOR PAYMENT AND USE OF HOTEL TAX WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Amendment (“Amendment”) is made and entered into by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **ARTS COUNCIL OF BRAZOS VALLEY**, a Texas Non-Profit Corporation (the “Agency”), hereinafter collectively referred to as the “Parties”.

WHEREAS, on October 14, 2022 the Parties entered into the Funding Agreement for Payment and Use of Hotel Tax with Contract No. 23300016; and

WHEREAS, the Parties desire to reallocate a portion of funding to be paid to Agency from the City’s Hotel Tax Revenue from affiliate funding to public art by the amount of \$45,349.00; and

WHEREAS, the total approved funding for the Arts Council of the Brazos Valley in the amount of \$509,000.00 will not change; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Section 2.1 of the Agreement as follows:

“2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FIVE HUNDRED NINE THOUSAND AND NO/100 DOLLARS (\$509,000.00)** to be paid as follows:

- (a) The amount of **SIXTY-FIVE THOUSAND TWENTY FOUR AND NO/100 DOLLARS (\$65,024.00)** shall be paid from the City’s Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023. Payment will be made in eleven monthly installments of **\$5,418.67** and the **twelfth payment will be \$5,418.63**.
- (b) The amount of **ONE HUNDRED FOURTEEN THOUSAND TWENTY-FIVE DOLLARS AND NO/100 CENTS (\$114,025.00)** shall be paid from the City’s Hotel Tax Revenue for marketing and public art. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023.
- (c) The amount of **THREE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$329,951.00)** shall be paid from the City’s Hotel Tax Revenue for affiliate funding. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

This Amendment will be effective when signed by the last Party whose signing makes the Amendment fully executed.

ARTS COUNCIL OF BRAZOS VALLEY

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

City Manager

Date: _____

Title: _____

City Attorney

Date: _____

Date: _____

Assistant City Manager/CFO

Date: _____

August 24, 2023

Item No. 6.10.

Presentation, discussion, and possible action regarding a resolution directing the Tax Office to calculate the FY25 voter-approved rate in the manner provided for a special taxing unit affected by a disaster declaration.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution directing the Brazos County Tax Office to calculate the FY25 voter-approved rate in the manner provided for a special taxing unit affected by a disaster declaration. The Proposed FY25 Budget will not be prepared and presented to the City Council until July 2024.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Sustainable City

Recommendation(s): Staff recommends the City Council approve the resolution directing the Tax Office to calculate the FY25 voter-approved rate in the manner provided for a special taxing unit as the City of College Station is affected by a disaster declaration for tax year 2025.

Summary: On August 11, 2023, the Governor of the State of Texas declared a state of disaster pursuant to Texas Government Code based on the wildfire conditions posing an imminent threat of widespread or severe damage, injury or loss of life or property throughout the State of Texas, including Brazos County, and such declaration is effective to date. Texas Tax Code § 26.042 provides the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the President of the United States may direct the designated officer of the City to calculate the voter-approval tax rate in the manner provided for a special taxing unit (8 percent).

Budget & Financial Summary: Staff will continually evaluate the known and projected impacts of wildfires on the FY24 proposed budget as well as the strategic five-year financial plan thru FY26. The Proposed FY25 Budget will not be prepared and presented to the Council until July 2024.

Attachments:

1. Wildfire Resolution Disaster 2023

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE BRAZOS COUNTY TAX OFFICE TO CALCULATE THE VOTER-APPROVAL TAX RATE IN THE MANNER PROVIDED FOR A SPECIAL TAXING UNIT (8 PERCENT) AS THE CITY OF COLLEGE STATION IS LOCATED IN AN AREA DECLARED A DISASTER AREA PURSUANT TO TEXAS TAX CODE § 26.042.

WHEREAS, on August 11, 2023, the Governor of the State of Texas declared a state of disaster pursuant to Texas Government Code based on the wildfire conditions posing an imminent threat of widespread or severe damage, injury or loss of life or property throughout the State of Texas, including Brazos County, and such declaration is effective to date as shown in Exhibit “A”; and

WHEREAS, within the City of College Station the wildfire conditions posing an imminent threat of widespread or severe damage, injury or loss of life or property exist; and

WHEREAS, Texas Tax Code § 26.042 provides the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the President of the United States may direct the designated officer of the City to calculate the voter-approval tax rate in the manner provided for a special taxing unit (8 percent); and

WHEREAS, the Brazos County Tax Office is the designated officer of the City of College Station.

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

PART 1: That the City of College Station requests according to Texas Tax Code § 26.042 that the Brazos County Tax Office calculate the voter-approval tax rate for tax year 2024 in the manner provided for a special taxing unit at 8 percent.

PART 2: That this Resolution shall become effective immediately from and after its passage.

ADOPTED THIS 24TH DAY OF AUGUST, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
GOVERNOR'S PROCLAMATION DECLARING A
STATE OF DISASTER FOR WILDFIRES



GOVERNOR GREG ABBOTT

August 11, 2023

The Honorable Jane Nelson
Secretary of State
State Capitol, Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:15pm O'CLOCK

AUG 11 2023


Secretary of State

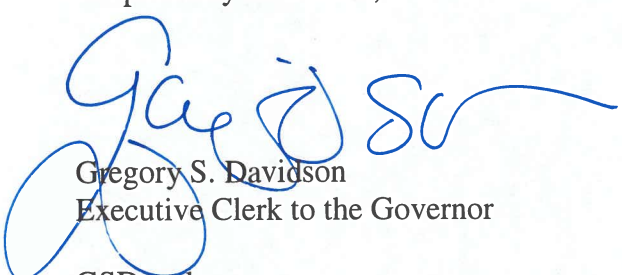
Dear Secretary Nelson:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation declaring a state of disaster in a certain number of counties based on the existence of wildfires that pose an imminent threat of widespread or severe damage, injury, or loss of life or property.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD:gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, GREG ABBOTT, Governor of the State of Texas, do hereby certify that wildfires that began on July 24, 2023, pose an imminent threat of widespread or severe damage, injury, or loss of life or property in Anderson, Andrews, Angelina, Aransas, Archer, Atascosa, Austin, Bailey, Bandera, Bastrop, Baylor, Bell, Bexar, Blanco, Borden, Bosque, Brazos, Brewster, Briscoe, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Callahan, Cameron, Cass, Castro, Chambers, Cherokee, Clay, Cochran, Coke, Coleman, Colorado, Comal, Comanche, Concho, Cooke, Coryell, Crockett, Crosby, Culberson, Dallas, Denton, DeWitt, Dimmit, Duval, Eastland, Ector, Edwards, El Paso, Ellis, Erath, Falls, Fannin, Fayette, Fort Bend, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gonzales, Gregg, Grimes, Guadalupe, Hale, Hamilton, Hardeman, Hardin, Harris, Harrison, Hays, Henderson, Hidalgo, Hill, Hood, Houston, Howard, Hudspeth, Hunt, Jack, Jackson, Jasper, Jeff Davis, Jefferson, Jim Hogg, Jim Wells, Johnson, Karnes, Kaufman, Kendall, Kenedy, Kerr, Kimble, King, Kleberg, Knox, La Salle, Lamb, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Llano, Madison, Marion, Martin, Mason, Matagorda, Maverick, McCulloch, McLennan, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Montgomery, Nacogdoches, Navarro, Newton, Nolan, Nueces, Orange, Palo Pinto, Panola, Parker, Polk, Potter, Presidio, Randall, Reagan, Real, Red River, Reeves, Refugio, Robertson, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Scurry, Shackelford, Shelby, Smith, Somervell, Starr, Stephens, Tarrant, Taylor, Terrell, Throckmorton, Tom Green, Travis, Trinity, Tyler, Upshur, Upton, Val Verde, Van Zandt, Victoria, Walker, Waller, Ward, Washington, Wharton, Wichita, Wilbarger, Williamson, Wilson, Winkler, Wise, Yoakum, Young, Zapata, and Zavala Counties;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster in the previously listed counties based on the existence of such threat.

Pursuant to Section 418.017 of the Texas Government Code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the Texas Government Code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have
hereunto signed my name and have
officially caused the Seal of State to be

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:15 PM O'CLOCK

AUG 11 2023

Governor Greg Abbott
August 11, 2023

Proclamation
Page 2



affixed at my office in the City of
Austin, Texas, this the 11th day of
August, 2023.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Jane Nelson".
JANE NELSON
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:15pm O'CLOCK

AUG 11 2023

August 24, 2023

Item No. 6.11.

8-Inch Wastewater Line Repair – Montclair Avenue and Park Place

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Elliott Construction, LLC, not to exceed \$116,900 for the repair of an existing 8-inch wastewater line at Montclair Avenue and Park Place, plus \$35,000 in contingencies for a total appropriation of \$151,900. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The subject construction contract is to repair an existing 8-inch wastewater line near Montclair Avenue and Park Place. In recent weeks, the noted 40-year-old concrete wastewater line has deteriorated and caved-in causing a sewer stoppage. Water Services Staff has been able to temporarily unblock the line and maintain temporary service.

The subject repair contract would involve pipe bursting 380 linear feet of wastewater pipe and installing a 6-inch diameter wastewater line due to existing constraints. Elliott Construction was the lowest responsible bidder at \$116,900.00.

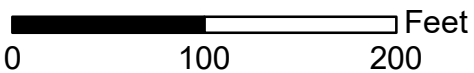
Budget & Financial Summary: Wastewater Operating funds are budgeted and available for this repair contract.

Attachments:

1. Location Map
2. Construction Contract (Available in City Secretary's Office)



Existing 8 Inch Wastewater Line



Location Map

8-Inch Wastewater Line Repair – Montclair Avenue
and Park Place Construction Contract

(Available in City Secretary's Office)

August 24, 2023

Item No. 7.1.

Presentation regarding the Texas Independence Ballpark Project

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Texas Independence Ballpark Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends the Council discuss this item and provide direction to staff, if desired.

Summary: Presentation and update regarding the Texas Independence Ballpark Project.

Budget & Financial Summary:

Attachments:

None

August 24, 2023
Item No. 8.1.
Tax Rate Public Hearing

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station 2024 advertised ad valorem tax rate of \$0.513086 per \$100 valuation, resulting in an increase in tax revenues.

Relationship to Strategic Goals:

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

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate.

The tax rate that the City Council announced it would hold a public hearings on is \$0.513086 per \$100 assessed valuation. This is a decrease in the tax rate from the 2023 tax rate of (\$0.011527).

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday August 24 at 6:00 PM.

Budget & Financial Summary: The public hearing tax rate of \$0.513086 per \$100 assessed valuation will generate \$70,457,181 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

None

August 24, 2023
Item No. 8.2.
Budget Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2023-2024 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2023-2024 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2023 - 2024 proposed budget. The City Council received the proposed budget on July 11, 2023 and held budget workshops on July 17th and July 18th. The City Council held a public hearing on the proposed budget on July 27th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately \$9,791,870.

The proposed tax rate is \$0.513086 per \$100 assessed valuation, which is a (\$0.011527) decrease from the FY23 tax rate.

Budget & Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	\$357,068,355
Subtotal Capital:	<u>134,945,416</u>
Total Proposed Budget:	<u>\$492,013,771</u>

Attachments:

1. Budget Ordinance FY23-24

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2023-2024 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2023, to September 30, 2024, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

- PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.
- PART 2:** That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.
- PART 3:** The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. Assigned Fund Balance includes amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed.
- PART 4:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to exercise, approve and execute all contract renewal options for approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments and within any other fund of the City.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2023-24 Fiscal Year Fleet and Equipment Replacement Funds, and technology related hardware and software as set out in **Attachment “A”** to this Ordinance.

PART 7: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to exercise, approve and execute all contract renewal options for any approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 8: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 24th DAY OF AUGUST, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

ATTACHMENT A
TECHNOLOGY RELATED HARDWARE AND SOFTWARE

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	225	2,200	495,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals	60	6,000	360,000
Replace single server	3	15,000	45,000
Server replacement parts			10,000
Server OS replacement/upgrade			40,000
SQL Std	8	8,500	68,000
Replacement UPS battery/units			109,400
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw			
Computer Network Maint. and Equipment Replacement			40,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			1,505,400
Service Level Adjustments			
Rubrik			200,117
Host Servers (2)			108,000
Aerial Imagery			162,500
Subtotal - Service Level Adjustments			470,617
Unscheduled Replacements/Additions			
Estimated Additional Computer setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	75	1,800	135,000
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks			20,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Project, Visio, Vstudio.net AutoCAD, Crystal Corel Draw, Cognos			20,000
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts includes: hard drives, network cards,			10,000

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
network cards, network cables			
Estimated Monitor upgrades			12,500
includes: larger than standard			
Estimated Additional Scanners	20	800	16,000
Estimated Additional Mobile Devices/ Toughbook, laptops, tablets	65	1,800	117,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			10,000
Sub-Total Unscheduled Replacement/Additions			372,500
Phone System Maintenance			
Cisco_SmartNet Maintenance			68,000
Subtotal - Phone System Maintenance			68,000
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			100,000
Added M365 additional licenses and services			230,000
Solarwinds			15,000
Rubrik			86,300
VMWARE support through VMWare	38	1,400	53,200
Vcenter Support	2	1,499	2,998
City Works Premium License			110,250
Faster Maintenance			18,000
CTWP Copiers			52,300
UBEO Plotters			17,300
Subtotal - Network Software on MLA			685,348
PC Hardware and Software Maintenance/Subscriptions			
HP Printer/Plotter Maintenance			1,500
AutoCAD			17,000
Adobe Creative Suite			15,000
Barracuda Spam/Spyware			33,000
Firewall Maintenance			97,000
Aruba Maintenance			7,000
Everbridge Paging Subscription			42,500
Siemens Access Control System			32,000
Subtotal - PC Software Maintenance			245,000
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	9,000	18,000
Subtotal - IBM Hardware and Software Maintenance			33,000

Grand Total 3,379,865

August 24, 2023
Item No. 8.3.
Tax Rate Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2023-2024 ad valorem tax rate of \$0.513086 per \$100 assessed valuation, the debt service portion being \$0.211442 per \$100 assessed valuation and the operations and maintenance portion being \$0.301644 per \$100 assessed valuation.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends Council adopt the tax rate of \$0.513086 per \$100 assessed valuation.

Summary: On August 10th, the City Council discussed the tax rate and called a public hearing on a tax rate of \$0.513086. This rate is a \$(0.011527) decrease compared to the current tax rate.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

\$0.301644	O&M
\$0.211442	Debt Service
\$0.513086	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.524613
No New Revenue Tax Rate:	\$0.455159
Voter Approved Tax Rate:	\$0.513086
Proposed Tax Rate:	\$0.513086

Budget & Financial Summary: The proposed tax rate of \$0.513086 per \$100 assessed valuation will generate approximately \$70.5 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Ad Valorem Tax Ord FY 23-24

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2023-24 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION I. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2023-24 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of **fifty-one and thirty hundredths and eighty-six thousand cents (\$0.513086)** on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), **thirty and sixteen hundred and forty-four thousand cents (\$0.301644)** on each one-hundred-dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), is **twenty-one and fourteen hundred and forty-two thousand cents (\$0.211442)** on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 24th DAY OF AUGUST, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

August 24, 2023
Item No. 8.4.
Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance”, Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2024.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2024 budget document at Appendix D.

Attachments:

1. FY 23-24 Fee Resolution - Final 8-24-23

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 24th day of August, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees.

i. Service fees established.

- 1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as \$3.00 per transaction.**
- 2. Returned check fee to pay any amount - \$25.00**
- 3. Credit Card Charge Back Fee - \$25.00**
- 4. Notary Public fee per document - \$6.00**

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. \$50.00 per hour per each officer.**
- ii. Livestock Permit Fee. – \$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.**
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.**
- iii. Fire Department inspections of day care centers. - \$50.00**
- iv. Fire Department inspections of foster homes. - \$30.00**
- v. Fire Department inspections of nursing home facilities. - \$150.00**
- vi. Fire Department inspections of health care facilities. - \$150.00**
- vii. Alternative Fire Suppression Systems - \$100**
- viii. Addition of a controlled access system tested that are tied into the fire alarm systems - \$100**
- ix. Fire Department inspections of automatic fire alarm systems. \$100.00 for up to 25 devices. Additional devices after are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.**
- x. Fire Department testing of underground fire lines. - \$150.00**
- xi. Fuel tank testing performed by the Fire Department. - \$100.00**
- xii. Fuel line leak testing performed by the Fire Department. - \$100.00**
- xiii. Fire sprinkler system testing performed by the Fire Department. \$125.00 for up to 100 heads. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.**

- xiv. Fire Department inspections of a hospital- **\$250.00**
- xv. Annual life safety inspections, after the second re-inspection a **\$150** re-inspection fee will be assessed on each inspection thereafter.
- xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**
- xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two-hour minimum charge.**
- xviii. Fire Department Stand by for special events **\$50 per hour per person (2 person minimum)**
- xix. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
- xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
- xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **\$250.00**
- xxiv. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
- xxv. Hazardous Materials incidents
 - 1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.
\$300 per hour with a 1-hour minimum plus consumables at market value.
 - 2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **\$600** per hour with a 2-hour minimum plus consumables at market value.
- xxvi. Mobile Food Vendor Permit. -**\$100.00**
- xxvii. Hot Work Permit. - **\$100.00**
- xxviii. Emergency Access Gate Permit. -**\$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

**1. Building Permit Fee Schedule
RESIDENTIAL**

Single-Family or Duplex Permits	
Permit Types	Permit Fee
New Single-Family or Duplex Building	\$0.70 per square foot
Accessory: Living Quarters or Pool House	\$0.70 per square foot; \$119 minimum
Accessory: All Other	\$0.52 per square foot; \$59 minimum
Mechanical Change-Outs	\$90
Mechanical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.70 per square foot; \$119 minimum
Re-Roof	\$89

Multi-Family Permits	
Permit Types	Permit Fee
New Multi-Family Building	\$0.43 per square foot
Accessory: All Other	\$0.52 per square foot; \$59 minimum
Mechanical Change-Outs	\$90
Mechanical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.43 per square foot; \$119 minimum
Re-Roof	\$178

COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	<u>Permit Fee Schedule</u>
Remodel, Addition, or Accessory	<u>Permit Fee Schedule</u>

Mechanical and Mechanical Change-Outs	\$38 minimum for the first \$1,000 valuation, plus \$6.30 for each additional \$1,000 valuation, or fraction thereof
Mechanical Vent Hood	\$89
Mechanical Walk-In Cooler	\$89
Re-Roof Permit	\$178
Window Replacements	<u>Permit Fee Schedule</u> \$119 Minimum

PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
\$0 to \$50,000	\$38 for the first \$1,000 valuation plus \$6.30 for each additional \$1,000 valuation, or fraction thereof, up to \$50,000 valuation
\$50,001 to \$100,000	\$347 for the first \$50,000 valuation plus \$5.05 for each additional \$1,000 valuation, or fraction thereof, up to \$100,000 valuation
\$100,001 to \$500,000	\$600 for the first \$100,000 valuation plus \$3.75 for each additional \$1,000 valuation, or fraction thereof, up to \$500,000 valuation
\$500,001 and up	\$2,116 for the first \$500,000 valuation plus \$2.55 for each additional \$1,000 valuation thereafter

MISCELLANEOUS PERMITS

Banner Permit	\$265
Construction Board of Adjustments	\$644
Contractor Registration	\$76
Demolition Permit	\$63
Driveway Permit	\$63
Electrical Permit	\$51 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Electrical Repair or Alteration	\$51
Inspections After Hours (anytime other than M-F, 8-5)	\$93
Irrigation Permit	\$38

Location Permit	\$63
Moving Permit	\$126

Plumbing Permit Base Fee	\$38
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	\$6.30
Sewer Line (new or replacement)	\$6.30
Water Line (new or replacement)	\$6.30
Plumbing Gas Permit Base Fee	\$38
Gas Piping (up to four gas outlets)	\$6.30
Gas Piping (each gas outlet over four)	\$1.25
Pool Permit	<u>Permit Fee Schedule</u>
Portable Storage Container Permit	\$63
Reinspection (applies to all inspections)	\$124
Sign Permit (includes Grand Opening; excludes Banners)	\$192
Solar Panels – Residential	\$652
Solar Panels – Commercial	\$771
Tank Permit (fuel and water tanks, fuel dispensing systems)	<u>Permit Fee Schedule</u>
Temporary Power Pole: College Station Utilities (includes connection)	\$95
Temporary Power Pole: Bryan Texas Utilities	\$38
Temporary Power Pole: Entergy	\$38
Tent Permit	<u>Permit Fee Schedule</u>
Window Replacements (Residential)	\$119

**Planning and Development Services Fees
as Authorized by Appendix A-12-3.2- C-3.**

Abandonment – Easement or ROW	\$947
Administrative Adjustment	\$126

Alternative Parking Plan	\$126
Comprehensive Plan Amendment	\$1,566
Conditional Use Permit	\$1,566
Design Review Board	\$480
Development Permit/Public Infrastructure Review and Inspection Fee	1.85% of infrastructure cost (\$758 minimum)
Final Plat or Development Plat	\$1,250
Final plat (minor or amending)	\$947
Waiver or Variance – Subdivision Regulations	\$316
Non-Residential Architectural (NRA)	\$480
Preliminary Plan	\$1,250
Reinspection (applies to all inspection types)	\$124
Rezoning (Including PDD and P-MUD)	\$1,566
PDD Amendment - P&Z and Council Review	\$429
PDD Amendment - Staff Review Only	\$240
Site Plan	\$1,250
Minor Site Plan	\$480
Written Interpretation	\$152
Zoning Board of Adjustment	\$480
Zoning Letter	\$126

**FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF
ORDINANCES:**

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

a. Sec. 8-235(d). Required; application.

- ii. An application for an I-Vendor permit shall be accompanied by a fee of **\$63.00**

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events
Division 2. Permit

a. Sec. 8-296. Fees.

- i.** Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$253.00**
- ii.** Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$63.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers
Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i.** Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors
Division 2. Permit

a. Sec. 8-418. Permit fee.

- i.** The application fee for a mobile food vendor permit shall be **\$632.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii.** Upon renewal, the applicant must provide a new complete application, payment of a **\$316.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii.** The application fee for a concession cart shall be **\$316.00** for initial application, and a renewal fee of **\$126.00**

7. Article IX. Northgate Outdoor Dining and Entertainment
Division 2. Permit

a. Sec. 8-475. Application fee.

- i.** Applicants for peak period must pay a non-refundable permit application fee of **\$442.00** plus **\$2.55** per square foot of permitted area when the original permit application is submitted to the City and a non-refundable permit application fee of **\$221.00** plus **\$2.55** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

- i.** The applicant must pay a non-refundable amended permit application fee of **\$221.00 plus \$2.55 per square foot** when the amended permit application is submitted to the City.

8. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.

- i.** Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i.** The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i.** The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

- i.** The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit

documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**
- e. **Sec. 8-654. Reinstatement of suspended permit; fee.**
 - i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

9. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

- a. **Sec. 8-742. License fee.**
 - i. Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit

- b. **Sec. 8-774(c). Pedicab Permits.**
 - i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- c. **Sec. 8-775(d). Revocation and suspension of pedicab permit.**
 - i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

- d. **Sec. 8-806. Fee.**
 - i. The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

10. Article XIII. Shared Micromobility

a. Sec. 8-824. Fees and Costs.

- i. Permit Application Annual Fee. \$889.00.**
- ii. Permit Renewal Fee. \$445.00.**
- iii. Removal, Impoundment, and/or Relocation Fee.** A shared mobility operator shall be assessed a **\$148.00** for each bike removed, impounded, or relocated.
- iv. Abandonment Fee.** Escrow balance to remain with the City for continued operations **\$5,300.00**

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established As:

<i>CEMETERY FEES</i>		<i>FY 2023</i>
1. College Station Cemetery:		
	Standard Space	\$1,750
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	\$1,750
	Columbaria Niche	\$825 / \$1445
	(Single / Double)	
	Infant Space	\$220
Aggie Field of Honor:	Standard Space	\$3,250
	Columbaria Niche	\$1,650 / \$3000
	(Single / Double)	
3.	Grave Opening and Closing Fee	\$150
4.	Mark the Grave and Set the Monument	\$100
5.	Memorial Bench Set Fee	\$100
6.	Cemetery Deed Filing Fee	Up to \$34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. Article III. Ambulances

Division 2. Permit

a. Sec. 12-79(a). Permit fees, conditions and renewal.

- i. The fee for the permit required in Section 12-77 shall be **\$500.00 per company and \$150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. Article IV. Alarm Systems

a. Sec. 12-113(b). False alarms.

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$85.00** for each false alarm
 3. 6—7 false alarms **\$110.50** for false alarm
 4. 8 or more false alarms **\$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas

Division 2. Production Permits

Subdivision I. In General

a. Sec. 14-58. Permit application generally.

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$7,654.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,551.00**

Subdivision II. Permit Types and Requirements

c. Sec. 14-99(b). Urban permit.

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.05** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.05** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$6,379.00**

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,551.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

f. Sec. 28-5(c). Municipal Jury fee.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **\$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee (\$14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	\$4.90
Local Truancy Prevention and Diversion Fund	35.7143	\$5.00
Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas Division

2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i.** Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT

FY 2023 GENERAL FUND USER FEES

Effective October 1, 2022

<i>ATHLETIC FIELDS</i>	<i>FY 2023</i>
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)	\$315 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)	\$42 / hour
3. Athletic Field Rental Deposit	Varies
4. Lights for Field Rentals (Per Hour/Per Field)	\$32 / hour
5. Bee Creek Batting Cage Rental, Per Hour	N/A
6. Tournament/Event Rate	<i>Contact Parks and Recreation for Pricing</i>
7. Key Fee (New Annual Fee and Replacement Fee)	\$11 each
<i>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</i>	
<i>~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.</i>	
<i>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</i>	

FY 2023		
PAVILION RENTAL DAILY RATES	Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	\$315	\$378
Friday – Sunday, and Holidays	\$368	\$441
Deposit	\$210	\$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	\$368	\$440
Friday – Sunday, and Holidays	\$420	\$500
Deposit	\$210	\$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	\$158	\$190
6. Transfer / Cancellation Fee Per Change	\$21	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ () – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	FY 2023
1. Vendor Permit	\$55
2. Alcohol Permit	\$60
<i>~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)</i>	
3. Boot Camp Permit (per time slot selected weekly)	\$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

FY 2023		
WOLF PEN CREEK	Resident Rate	Non Resident Rate
1. Amphitheater Rentals Per Day:		
Non-Commercial ~ Benefit Rental	\$1,100	\$1,300
Professional/Commercial Rentals	\$1,600	\$1,900
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	\$105	\$125
Commercial	\$126	\$152
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restrooms)	\$210	\$252
4. Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$790	\$945
Private Commercial Rental	\$1,100	\$1,300
5. Amphitheater & Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$1,315	\$1,600
Private Commercial Rental	\$1,850	\$2,205
6. Deposit		
For Green Room, Plaza, or Festival Site	\$210	
For Amphitheater	\$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non-Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT

FY 2023 REC FUND FEES

Effective October 1, 2022

ADULT SPORTS PER TEAM		FY 2023	
		Resident Rate	Non-Resident Rate
1.	Volleyball (No Field Redevelopment Fee Included)	\$260	
2.	Softball (Inc. \$50/Team Field Redevelopment Fee)	\$430	
3.	Adult Team Sports (NoTeam Field Redevelopment Fee)	\$430	
4.	Adult Sports per person fee (\$10 Team Field Redevelopment Fee if applicable)	\$80	
5.	Ultimate Frisbee (per person)	N/A	
6.	Tennis Lessons Per Person (<i>Moved from Instruction</i>)	\$95	\$110
7.	Outside League Field Redevelopment Fee Per Team	\$100	\$120
8.	Outside League Per Game Contract Fee	\$16	\$20
9.	Transfer/Cancellation/Late Registration Fee	\$21	
Adult sports are registered as a team unless otherwise noted.			

INSTRUCTION FEES PER PERSON	FY 2023	
	Resident Rate	Non-Resident Rate
1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>		
2. Instruction Class Transfer / Cancellation Fee	\$21	

FY 2023		
YOUTH SPORTS PER CHILD	Resident Rate	Non-Resident Rate
1. Youth sports without Field Redevelopment fee	\$84	\$100
2. Youth sports with Field Redevelopment fee (\$10 per child)	\$84	\$100
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$17/21/27	\$20/26/32
4. Challenger Sports (Basketball, Bowling, Soccer)	\$16	\$19
5. USTA Tennis League	\$105	\$126
6. Tennis Lessons	\$95	\$115
7. Start Smart Sport, Camps & Clinics	\$37	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$21	

AQUATICS PROGRAMS		FY 2023	
		Resident Rate	Non-Resident Rate
1. Swim Lessons			
45-Minute Lesson		\$53	\$63
25-Minute Lesson*		\$48	\$57
2. Stroke Clinic		NA	NA
3. Water Fitness (Unlimited Pass)		\$105	
4. Swim Team (No Field Redevelopment Fee)		\$142 (-\$10 each sibling)	
5. Transfer / Cancellation Fee		\$21	
* Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.			
6. General Admission Per Person (Ages 3 and Up)			
Hallaran		\$4	
Adamson		\$7	
7. Discount Pass – 25 Swims			
Hallaran		\$63	

*College Station Pools	\$126	
8. Family Season Pass (Up to Five Family Members)		
Fee for Additional Members in Excess of Five	\$32 Per Person	
Hallaran	\$263	
*College Station Pools	\$365	
9. Individual Season Pass		
Hallaran	\$158	
*College Station Pools	\$210	
10. Pool Rentals		
Hallaran: Up to 100 people	\$263	\$315
Adamson: Up to 100 people	\$394	\$468
101 – 300 people	\$630	\$756
301 – 600 people	\$840	\$1010
Deposit (all Pools)	\$210	\$210
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	\$21	
12. Junior Lifeguard Program Per Person, Per Session	\$80	
13. Lifeguard Training Fee, Per Person	\$158	
14. WSI Class Fee, Per Person	\$158 (or \$210 with Lifeguard)	
15. Summer Day Camp (CSISD)	Up to 50% res. rate	
16. CPR/First Aid Certification Fee, Per Person	\$80	
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
<i>*College Station Pools passes are valid at all City of College Station pools</i>		

LINCOLN CENTER		FY 2023	
		Resident Rate	Non-Resident Rate
Programming			
1. After School Program:			
Youth (17 & Under) (Qualifying Families – low income)		\$80/sem. \$48/sem.	\$95/sem. \$57/sem.
Transportation Fee (CSISD to LRC)		\$48/sem.	
2. Summer Program (Per Session)		\$63	\$76
3. Late Pick-up Fee:			
1st Fifteen Minutes		\$6	
Each Additional Minute Thereafter		\$2	
4. Membership Pass Adult (18 & over)		\$16/mo.	\$19/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)		\$4	\$6
Facility Rentals			
1. Gym Rentals			
Gold Gym – Deposit		\$368	\$420
Purple Gym – Deposit		\$368	\$420
Gold Gym - Half Court Rental per Hour (4-Hour Maximum)		\$53/hr.	\$63/hr.
Gold Gym - Full Court Rental per Hour (4-Hour Maximum)		\$80/hr.	\$95/hr.
Gold Gym - All Day Usage (More than 4 Hours)		\$473	\$568
Purple Gym - Half Court Rental per Hour (4-Hour Maximum)		\$63/hr.	\$76/hr.
Purple Gym - Full Court Rental per Hour (4-Hour Maximum)		\$90/hr.	\$108/hr.
Purple Gym - All Day Usage (More than 4 Hours)		\$483	\$580
Concession Usage (Gold Gym)		\$32	\$38
2. Game Room / Multi-purpose Room Rental			
Deposit		\$210	
Per Hour (4-Hour minimum)		\$53/hr.	\$63/hr.
3. Community Room Rental			
Deposit		\$263	

Per Hour (2-Hour minimum)	\$80/hr.	\$95/hr.
Kitchen usage fee	\$37	\$42
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	\$210	
Per Hour (2-Hour minimum)	\$63/hr.	\$76/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	\$210	\$210
Monday – Thursday	\$158	\$190
Friday – Sunday & Holidays	\$210	\$252
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$32	

FY 2023		
SOUTHWOOD CENTER	Resident Rate	Non-Resident Rate
Programming		
1. Senior Annual Membership Pass	\$27	\$32
2. Non-Member Guest Pass Per Day	\$3	\$4
Facility Rentals		
1. Meeting Room Rental, Per Hour, 2 hour minimum	\$63	\$76
Deposit*	\$210	\$210
2. Dance/Game Room Rental, Per Hour, 2 hour minimum	\$80	\$95
Deposit*	\$210	\$210
3. Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$147	\$180
Deposit*	\$210	\$210
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>		

FY 2023

MEYER COMMUNITY CENTER		Resident Rate	Non-Resident Rate
Programming			
1. Senior Annual Membership Pass		\$27	\$32
2. Non-Member Guest Pass Per Day		\$3	\$5
Facility Rentals			
1. Deposit - all rooms*		\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$63	\$76
3. Conference Room Rental, Per Hour, 2 hour minimum		\$48	\$57
4. Activity Room Rental, Per Hour, 2 hour minimum		\$80	\$95
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum		\$48	\$57
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>			

FY 2023		
LICK CREEK NATURE CENTER	Resident Rate	Non Resident Rate
Facility Rentals		
1. Deposit - all rooms*	\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum	\$105	\$126
3. Outdoor Classroom, Per Hour, 2 hour minimum	\$37	\$45
4. Amphitheater, Per Hour, 2 hour minimum	\$37	\$45

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. Article I. In General

a. Sec. 34-2(c). Encroachments upon easements.

- i.** Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$1,023.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i.** Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair

a. Sec. 34-36(b). Driveways.

b. Sec. 34-36(b). Driveways.

- i.** The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records. **\$63.00**

3. Article III. Right-of-Way Use

Division 2. Permit

a. Sec. 34-100. Fee.

- i.** The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$480.00**

b. Sec. 34-102(14). Conditions.

- i.** If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$53.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$901.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$126.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area and Remote Pay Systems Areas

a. Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule

1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **\$10.00** per hour.
2. Special event fee up to **\$50.00** per day.
3. Game day fee up to **\$50.00** per day.

b. Sec. 38-107. Northgate Parking Garage fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$10.00** per hour.
 2. Lost ticket fee up to **\$50.00** per day.
 3. Special event fee up to **\$50.00** per day.
 4. Game day fee up to **\$50.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
 4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
 1. Per hour fee up to **\$10.00** per hour.
 2. Special event fee up to **\$50.00** per day.
 3. Game day fee up to **\$50.00** per day.

2. Division 5 City Facility Parking

- a. Sec. 38-1101. Miscellaneous City Facility Parking.** The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.
- 1.** Per hour fee up to **\$10.00** per hour.
 - 2.** Special event fee up to **\$50.00** per day.
 - 3.** Game day fee up to **\$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.**
 - i. Reimbursement for expenses.**
 - 1. Petition to create district.** Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$38,221.00**
 - 2. Petition to annex or acquire land.** To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$38,221.00**
 - 3. Infrastructure plan review and inspection fee.** The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.85%** of infrastructure cost (**\$758.00 minimum**)

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$21.50
Tier II	24.00 - 43.99	\$48.50
Tier III	43.99 - 90.99	\$93.50
Tier IV	91.00 - 223.99	\$190.75
Tier V	224.00+	\$312.75
Residential		
Single Family	Flat Fee/Dwelling Unit	\$9.75
Multi-Family	Flat Fee/Dwelling Unit	\$7.50

c. Sec. 40-11. Payment of bills.

- i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$27.55**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A **\$25.00** delinquent fee will be charged on each residential account.
- ii. A **\$150.00** delinquent fee will be charged on each commercial account.
- iii. A **\$30.00** charge will be added for afterhours service (between 5:00pm and 9:00pm)

f. Sec. 40-15. Account creation or Reactivation fee.

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

2. Article II. Water and Sewer Service

Division 2. Rates, Usage Charges and Fees

a. Sec. 40-63. Reserved for future use.

b. Sec. 40-64. Rates for water service.

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

<u>Meter Size</u>	<u>Service Charge</u>
1. ¾ inch	\$12.40 per month
2. 1 inch	\$15.60 per month
3. 1.5 inch	\$23.20 per month
4. 2 inch	\$36.65 per month
5. 3 inch	\$115.60 per month
6. 4 inch	\$171.75 per month
7. 6 inch	\$209.10 per month
8. 8 inch	\$209.10 per month

- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
 1. **\$2.75** per 1,000 gallons for usage from 0—10,000 gallons
 2. **\$3.60** per 1,000 gallons for usage from 11,000—15,000 gallons
 3. **\$4.40** per 1,000 gallons for usage from 16,000—20,000 gallons
 4. **\$5.20** per 1,000 gallons for usage from 21,000—25,000 gallons
 5. **\$6.05** per 1,000 gallons for usage of 26,000 gallons and more
- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
 1. **\$3.05** per 1,000 gallons
- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
 1. **\$3.25** per 1,000 gallons
- vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

1. Residential Rates-
 - a. **\$4.15**— first 0-10 mgw
 - b. **\$5.40** – next 11-15mgw
 - c. **\$6.60** – next 16-20 mgw
 - d. **\$7.85** – next 21-25 mgw
 - e. **\$9.10** – all over 26+ mgw
2. Commercial Rates
 - a. **\$4.55** – per mgw
 - b. **\$18.65** – monthly service charge $\frac{3}{4}$ or 5/8”
 - c. **\$23.40** – monthly service charge 1”
 - d. **\$34.80** – monthly service charge 1.5”
 - e. **\$54.95** – monthly service charge 2”
 - f. **\$173.45** – monthly service charge 3”
 - g. **\$257.65** – monthly service charge 4”
 - h. **\$313.65** – monthly service charge 6”

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 1. Service charge: **\$22.55** for first 4,000 gallons of water metered.
 2. Usage charge: **\$4.50** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 3. Maximum billing: **\$49.70** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$28.70**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$17.90**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$4.50** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$5.35** per 1,000 gallons of water usage.

- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$19.35** per month.
 - 2. Usage charge as **\$5.35** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 - 1. 0—5,000 gallons per month **\$22.55**
 - 2. 5,001—7,000 gallons per month **\$31.60**
 - 3. 7,001—9,000 gallons per month **\$40.65**
 - 4. 9,001—10,000 > gallons per month **\$49.70**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$54.60**.
 - ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50% surcharge**, as established in Section 2-117.
 - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.
- d. **Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
 - 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$643.42
b. 1 inch	\$783.34
c. 1 ½ inch	\$2,121.06
d. 2 inch	\$3,138.66
 - 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in

accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

	<u>Sewer Connection Size</u>	<u>Charge</u>
a.	4 inch / RESIDENTIAL	\$350.00
b.	6 inch / NONRESIDENTIAL	\$100.00

e. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System
Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 1. Service charge: **\$7.00** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh**.
 2. 50% participation: **\$0.1214/kWh**.
 3. 100% participation: **\$0.1242/kWh**.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 1. Service charge: **\$100** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh**.
 2. 50% participation: **\$0.1214/kWh**.
 3. 100% participation: **\$0.1242/kWh**.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0708/kWh**.
 2. 50% participation: **\$0.0730/kWh**.
 3. 100% participation: **\$0.0758/kWh**.

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

- i. Rate:
 - 1. Service charge: **\$75.00** per month; plus
 - 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 - 3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
 - 4. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - 1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 - 1. On-peak demand charge: **\$7.32**; plus
 - 2. Off-peak demand charge: **\$4.13**.
- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10%: **\$0.0680/kWh**
 - 2. 50%: **\$0.0702/kWh**
 - 3. 100%: **\$0.0729/kWh**

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

- i. Rate:
 - 1. Service charge: **\$250.00** per month; plus
 - 2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
 - 3. Energy charge: **\$0.0651** per kWh for all kWh; plus
 - 4. Transmission Delivery Adjustment: **\$0.0175** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 - 1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 - 1. On-Peak Demand Charge: **\$7.32**, plus
 - 2. Off-Peak Demand Charge: **\$4.13**

- iv. **Wind Watts Wind Energy Rate:** This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.0657/kWh**
 - 2. 50% participation: **\$0.0679/kWh**
 - 3. 100% participation: **\$0.0706/kWh**
- g. **Sec. 40-321. Electric Rate Schedule SL (security lights).**
 - i. The rates per month per light are established in Section 2-117.
 - 1. 100 Watt (or equivalent) **\$17.22**
 - 2. 200 Watt (or equivalent) **\$26.65**
 - 3. 400 Watt (or equivalent) **\$33.40**
- h. **Sec. 40-323. Electric Rate Schedule PQF.**
 - i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**
 - 1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
 - 2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.
- i. **Sec. 40-325. Electric Rate Schedule SRE.**
 - i. **Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 - 1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
 - 2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount.

If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0175** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **\$0.0680/kWh**
2. 50%: **\$0.0702/kWh**
3. 100%: **\$0.0729/kWh**

4. Article IV. Solid Waste Collection and Disposal

Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential collection generally.

- i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$13.75**

b. Sec. 40-391. Commercial collection.

- i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **\$24.25**

c. Sec. 40-392. Northgate District Collection and Containers.

- i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per

container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **\$24.55**

d.

e. Sec. 40-396. Unprepared solid waste.

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$81.00**

f. Sec. 40-400. Small animals.

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$24.50**
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$24.50**

Division 4. Rates and Charges

g. Sec. 40-495. Generally.

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$19.50	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$13.75	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$19.50	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$9.00	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection

	only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$18.25	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

h. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$ 22.00
	2	\$ 45.25
	3	\$ 67.50
	4	\$ 88.25
	5	\$ 110.25
	6	\$ 130.00
300/400 gallon automated or two cubic yard non compactor	1	\$ 161.75
	2	\$ 213.25
	3	\$ 259.75
	4	\$ 306.25
	5	\$ 355.25
	6	\$ 411.50
Four cubic yard non compactor	1	\$ 203.25
	2	\$ 269.50
	3	\$ 332.00
	4	\$ 403.00
	5	\$ 472.75
	6	\$ 534.25
Eight cubic yard non compactor	1	\$ 249.75
	2	\$ 346.75
	3	\$ 443.50
	4	\$ 537.75
	5	\$ 635.75
	6	\$ 728.75
Two cubic yard compactor	1	\$ 169.00
	2	\$ 335.50
	3	\$ 504.75
	4	\$ 672.50
	5	\$ 838.00
	6	\$ 1,006.75
Four cubic yard compactor	1	\$ 225.50
	2	\$ 453.25
	3	\$ 678.50

	4	\$ 905.25
	5	\$ 1,133.00
	6	\$ 1,359.75
Six cubic yard compactor	1	\$ 303.75
	2	\$ 611.25
	3	\$ 916.25
	4	\$ 1,221.25
	5	\$ 1,525.25
	6	\$ 1,830.00

Sec. 40-497. Additional charges.

- ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:
 1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$21.00**- plus **\$4.50** per access after six or more times to access
 2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$4.75**
 3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$5.00**
 4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$5.25**
 5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$24.50**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
 6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$16.00**
 7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$24.25**
 8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$32.00**
 9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$46.50**
 10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$32.00**
 11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$40.50**
 12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$49.00**
 13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$56.75**

14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$64.75**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$73.50**
16. Unprepared solid waste minimum charge. - **\$80.00**
17. All roll-off container service per load plus current per-ton landfill charge. - **\$215.50**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: **\$7.00** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$3.25** per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$3.50/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

- i.** A fee established of **\$90.00** shall be assessed per building at the time of any required registration.

2. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

- i. Application and Application Renewal Fees.** An annual application fee of **\$100.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **\$75.00** shall be assessed per unit following the initial registration.
- ii. Life Safety Inspection Fee.** An inspection fee of **\$100.00** shall be assessed per dwelling unit for the required life safety inspection
- iii. Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **\$124.00**.

August 24, 2023
Item No. 8.5.
Midtown Concept Plan Amendment

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 amending the concept plan on approximately 33 acres PDD Planned Development District located at 5900 Rock Prairie Road."

Relationship to Strategic Goals:

Improving Mobility

Recommendation(s): Staff recommends approval of the Concept Plan amendment, with the following conditions that must be met prior to the amended Concept Plan becoming effective:

1. That a public access easement for a pedestrian path and landscaping, meeting City specifications, located on the adjacent Rock Prairie Baptist Church property (5000 Rock Prairie Road) is approved by the City and recorded with Brazos County.
2. That the pedestrian path and landscaping is constructed and maintained by the Rock Prairie Municipal Management District Number 2.

The Bicycle, Pedestrian, and Greenways Advisory Board heard this item at their 8/14/23 meeting and unanimously recommended to approve the request.

The Planning and Zoning Commission heard this item at their 8/17/23 meeting and voted 5-0 to recommend approval.

Summary: This portion of Midtown Reserve Subdivision was added to its master plan when the original PDD zoning, adopted in 2017, was amended in June 2020. In November 2022, the applicant requested the multi-use path that goes through the property be removed from the Comprehensive Plan. After receiving recommendations for denial from City Staff, the Bicycle Pedestrian and Greenways Board, and the Planning and Zoning Commission, the applicant decided to withdraw the request before going to City Council.

This alternative request is considered a concept plan amendment, not a comprehensive plan amendment, since the current proposal is to keep the path in the same general area and not remove it completely. The plan is to move the multi-use path from the east side of the Natural Area Protected in Phase 115 of Midtown Reserve to the west side of the natural area. A portion of the path is proposed to be located on the adjacent Rock Prairie Baptist Church property and connect to Rock Prairie Road. A public access easement that covers the proposed multi-use path location across the church and subject properties has been signed by both landowners, reviewed by city staff, and filed at the county courthouse.

As this request modifies the location of the planned multi-use path on the PDD concept plan, it is required to go before the Planning and Zoning Commission for recommendation and the City Council for final adoption. The Planning and Zoning Commission heard this item at their August 17th meeting and voted to recommend approval of the concept plan amendment.

REVIEW OF CONCEPT PLAN

The concept plan provides an illustration of the general layout of the proposed multi-use path. 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 original PDD ordinance for the Midtown Reserve Subdivision recognizes the importance of developing this area as an urban environment with both the density and the mix of uses to serve the area with offices, services, and retail, as well as living opportunities for employees and patrons of the area. The intent is for this area to serve as a Health and Wellness District that would provide a Live-Work-Play environment with enhanced pedestrian facilities and destinations.

To encourage a healthy lifestyle, site enhancements will be made throughout to provide pedestrian traffic within and through the site for both recreation and commuting. This will be accomplished in part by providing trail connections to the Lick Creek hike and bike trail and enhanced recreational amenities. As this portion of Midtown is constructed, the multi-use path will connect from Rock Prairie Road through the development to the adjacent City park and eventually to the larger Lick Creek trail network. The portion of multi-use path located on the Rock Prairie Baptist Church property will be constructed and maintained by the Rock Prairie Municipal Management District Number 2 (MMD).

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Proposed Concept Plan
4. Original Concept Plan
5. Background Information
6. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE CONCEPT PLAN ON APPROXIMATELY 33 ACRES PDD PLANNED DEVELOPMENT DISTRICT LOCATED AT 5900 ROCK PRAIRIE ROAD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 24th day of August, 2023.

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 to amend the concept plan, as depicted in Exhibit B:

**METES AND BOUNDS DESCRIPTION
OF A
33.342 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 19.352 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CARTWHEEL PRAIRIE, LLC – 5904 ROCK PRAIRIE SERIES RECORDED IN VOLUME 13759, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALLED 13.95 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE AND ALL OF A 0.046 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO BY A DEED TO CARTWHEEL PRAIRIE, LLC – 5604 ROCK PRAIRIE SERIES RECORDED IN VOLUME 13759, PAGE 79 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED ‘KERR 4502’ SET ON THE SOUTHWEST LINE OF ROCK PRAIRIE ROAD (R.O.W. WIDTH VARIES) MARKING THE NORTHEAST CORNER OF SAID 19.352 ACRE TRACT AND THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 19.69 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO EUGENE BERNARD SAVAGE, III RECORDED IN VOLUME 10745, PAGE 153 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP STAMPED ‘H.P.MAYO RPLS 5045’ FOUND BEARS: S 23° 07’ 46” W FOR A DISTANCE OF 2.31 FEET AND THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-148 BEARS: N 51° 02’ 54” E FOR A DISTANCE OF 1,840.64 FEET (GRID DISTANCE: 1,840.45 FEET). BEARING SYSTEM SHOWN HEREIN IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY BY A SCALE FACTOR OF 0.9998992856474854;

THENCE: S 23° 07’ 46” W ALONG THE COMMON LINE OF SAID 19.352 ACRE TRACT AND SAID REMAINDER OF 19.69 ACRE TRACT FOR A DISTANCE OF 524.09 FEET (DEED CALL: S 23° 06’ 54” W – 523.62 FEET, 13759/73) TO A 4 INCH TREATED FENCE POST FOUND;

THENCE: S 43° 29’ 39” W CONTINUING ALONG SAID COMMON LINE FOR A DISTANCE OF 1,922.15 FEET (DEED CALL: S 43° 29’ 22” W – 1,922.59 FEET, 13759/73) TO A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF THE REMAINDER OF A 111.679 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO COLLEGE STATION DOWNTOWN RESIDENTIAL, LLC RECORDED IN VOLUME 14405, PAGE 186 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 19.352 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID REMAINDER OF 19.69 ACRE TRACT;

THENCE: N 48° 17’ 01” W ALONG THE COMMON LINE OF SAID 19.352 ACRE TRACT AND SAID REMAINDER OF 111.679 ACRE TRACT FOR A DISTANCE OF 250.65 FEET (DEED CALL:

N 48° 16' 52" W – 250.66 FEET, 13759/73) TO A ½ INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 19.352 ACRE TRACT AND THE SOUTH CORNER OF SAID 13.95 ACRE TRACT;

THENCE: ALONG THE COMMON LINE OF SAID 13.95 ACRE TRACT AND SAID REMAINDER OF 111.679 ACRE TRACT FOR THE FOLLOWING CALLS:

N 48° 02' 02" W FOR A DISTANCE OF 341.48 FEET (DEED CALL: N 48° 05' 26" W – 341.96', 13759/79) (DEED CALL AND MEASURED, 14405/186) TO A 6 INCH FENCE POST FOUND MARKING THE SOUTHWEST CORNER OF SAID 13.95 ACRE TRACT;

N 41° 51' 55" E FOR A DISTANCE OF 1,390.07 FEET (DEED CALL: N 41° 53' 54" E – 1,390.60 FEET, 13759/79) (DEED CALL AND MEASURED, 14405/186) TO A CROSS-TIE FENCE POST FOUND;

N 20° 23' 16" W FOR A DISTANCE OF 112.62 FEET (DEED CALL AND MEASURED, 14405/186) TO A ½ INCH IRON ROD WITH CAP STAMPED 'H.P.MAYO RPLS 5045' FOUND MARKING THE SOUTHEAST CORNER OF THE REMAINDER OF LOT 1, ROCK PRAIRIE BAPTIST CHURCH AS SHOWN ON THE PLAT RECORDED IN VOLUME 7312, PAGE 207 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 20° 21' 51" W ALONG THE COMMON LINE OF SAID 13.95 ACRE TRACT AND SAID REMAINDER OF LOT 1, AT 600.56 FEET PASS THE NORTHWEST CORNER OF SAID REMAINDER OF LOT 1 ON THE SOUTHWEST LINE OF ROCK PRAIRIE ROAD (11675/124), CONTINUE ON FOR A TOTAL DISTANCE OF 630.98 FEET (TOTAL DEED CALL: N 20° 22' 54" W – 743.64 FEET, 13759/79) TO A 10 INCH TREATED FENCE CORNER POST FOUND MARKING THE NORTHWEST CORNER OF SAID 13.95 ACRE TRACT;

THENCE: S 82° 06' 14" E ALONG THE NORTH LINE OF SAID 13.95 ACRE TRACT AND THE SOUTHWEST LINE OF ROCK PRAIRIE ROAD FOR A DISTANCE OF 475.76 FEET (DEED CALL: S 82° 06' 58" E – 475.64 FEET, 13759/79) TO A ½ INCH IRON ROD WITH CAP STAMPED 'H.P.MAYO RPLS 5045' FOUND MARKING THE NORTHEAST CORNER OF SAID 13.95 ACRE TRACT, THE NORTH CORNER OF SAID 0.046 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 0.191 ACRE TRACT OF LAND AS DESCRIBED BY A DEED FOR RIGHT-OF-WAY TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 11878, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE ORIGINAL NORTHWEST CORNER OF A CALLED 2.996 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CHAKDE HOLDINGS, LLC RECORDED IN VOLUME 10990, PAGE 21 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 00° 43' 03" E ALONG THE EAST LINE OF SAID 0.046 ACRE TRACT, AT 30.37 FEET PASS A ½ INCH IRON ROD WITH CAP STAMPED 'H.P.MAYO RPLS 5045' FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 556.82 FEET (DEED CALL: S 00° 43' 14" E – 556.79 FEET, 13759/79) TO A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF SAID 19.352 ACRE TRACT. SAID IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 0.046 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 2.996 ACRE TRACT. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP STAMPED 'H.P.MAYO' FOUND ON THE EAST LINE OF SAID 13.95 ACRE TRACT MARKING THE SOUTHWEST CORNER OF SAID 0.046

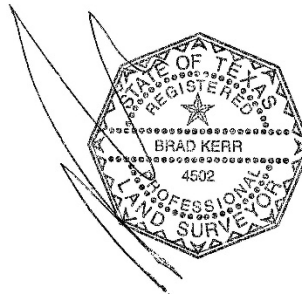
ACRE TRACT AND A WEST CORNER OF SAID 19.352 ACRE TRACT BEARS: N 77° 03' 14" W FOR A DISTANCE OF 7.29 FEET;

THENCE: S 77° 24' 39" E ALONG THE COMMON LINE OF SAID 19.352 ACRE TRACT AND SAID REMAINDER OF 2.996 ACRE TRACT FOR A DISTANCE OF 169.22 FEET (TOTAL DEED CALL: S 77° 25' 29" E – 176.58 FEET, 13759/73) TO A ½ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 2.996 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 1.9035 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CHAKDE HOLDINGS, LLC RECORDED IN VOLUME 13349, PAGE 138 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 77° 16' 36" E ALONG THE COMMON LINE OF SAID 19.352 ACRE TRACT AND SAID REMAINDER OF 1.9035 ACRE TRACT FOR A DISTANCE OF 152.75 FEET (DEED CALL: S 77° 15' 20" E – 152.60 FEET, 13759/73) TO A ¾ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 1.9035 ACRE TRACT;

THENCE: N 12° 44' 05" E CONTINUING ALONG SAID COMMON LINE FOR A DISTANCE OF 544.55 FEET (DEED CALL: N 12° 44' 40" E – 544.47 FEET, 13759/73) TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE SOUTHWEST LINE OF ROCK PRAIRIE ROAD MARKING THE NORTHEAST CORNER OF SAID REMAINDER OF 1.9035 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 19.352 ACRE TRACT;

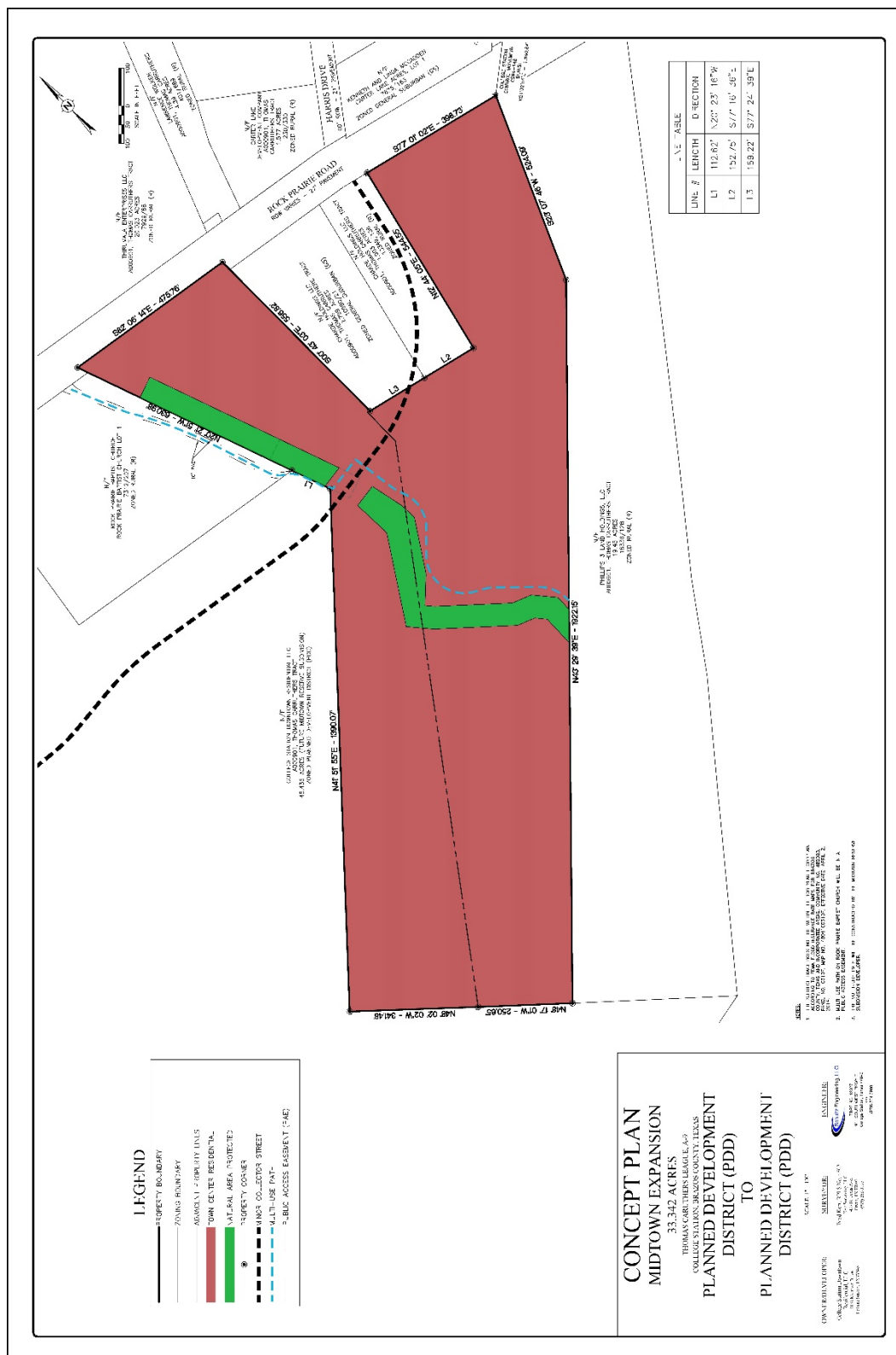
THENCE: S 77° 01' 02" E ALONG THE SOUTHWEST LINE OF ROCK PRAIRIE ROAD FOR A DISTANCE OF 398.73 FEET (DEED CALL: S 77° 01' 02" E – 398.63 FEET, 13759/73) TO THE POINT OF BEGINNING CONTAINING **33.342 ACRES OF LAND**, MORE OF LESS, AS SURVEYED ON THE GROUND DECEMBER 2019.



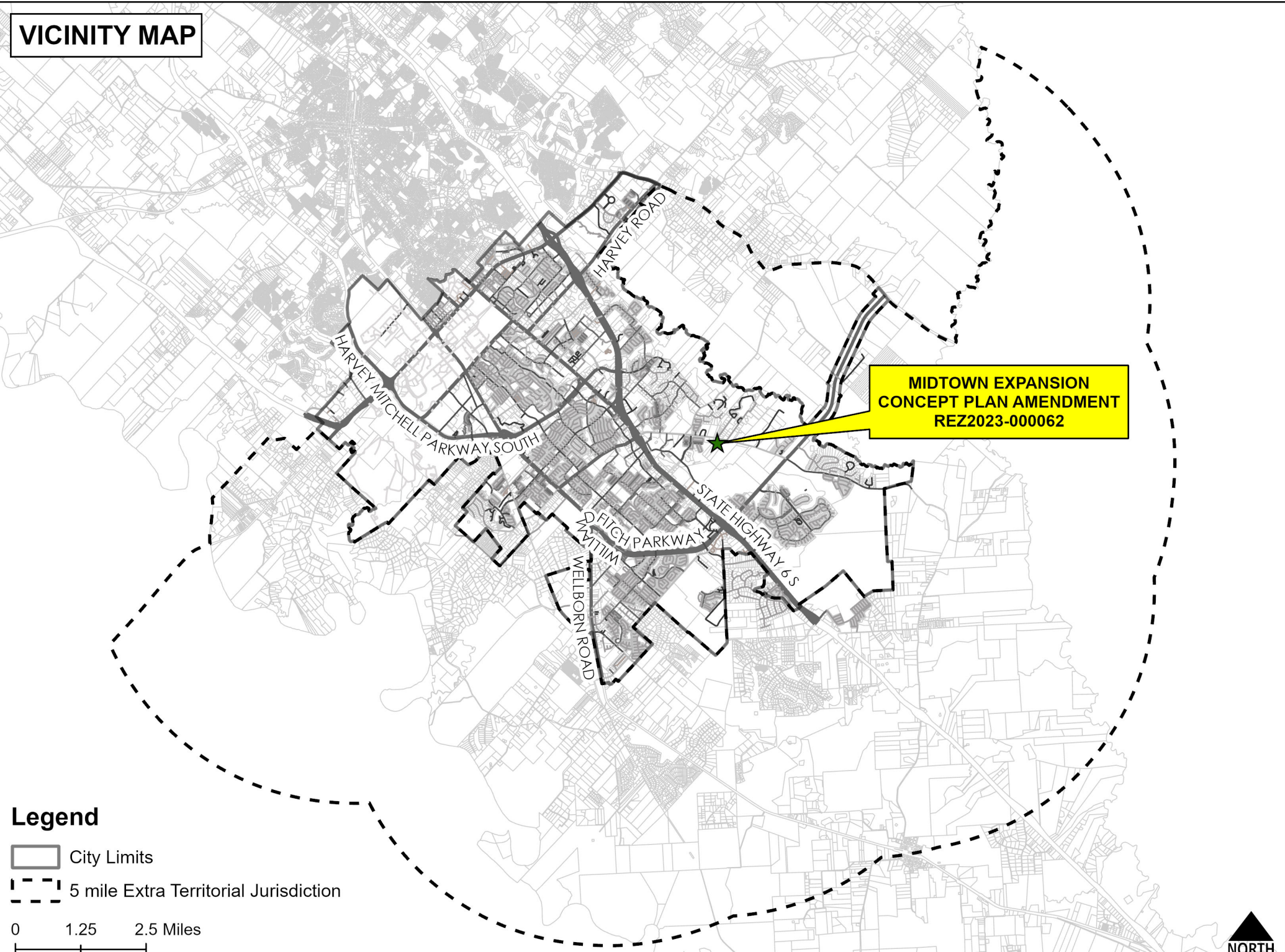
BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502
TBPELS FIRM# 10018500

\\Jobs\19-647\03 Surveying\Field Notes (Metes and Bounds)\19-647.docx

Exhibit B

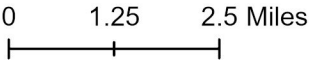


VICINITY MAP

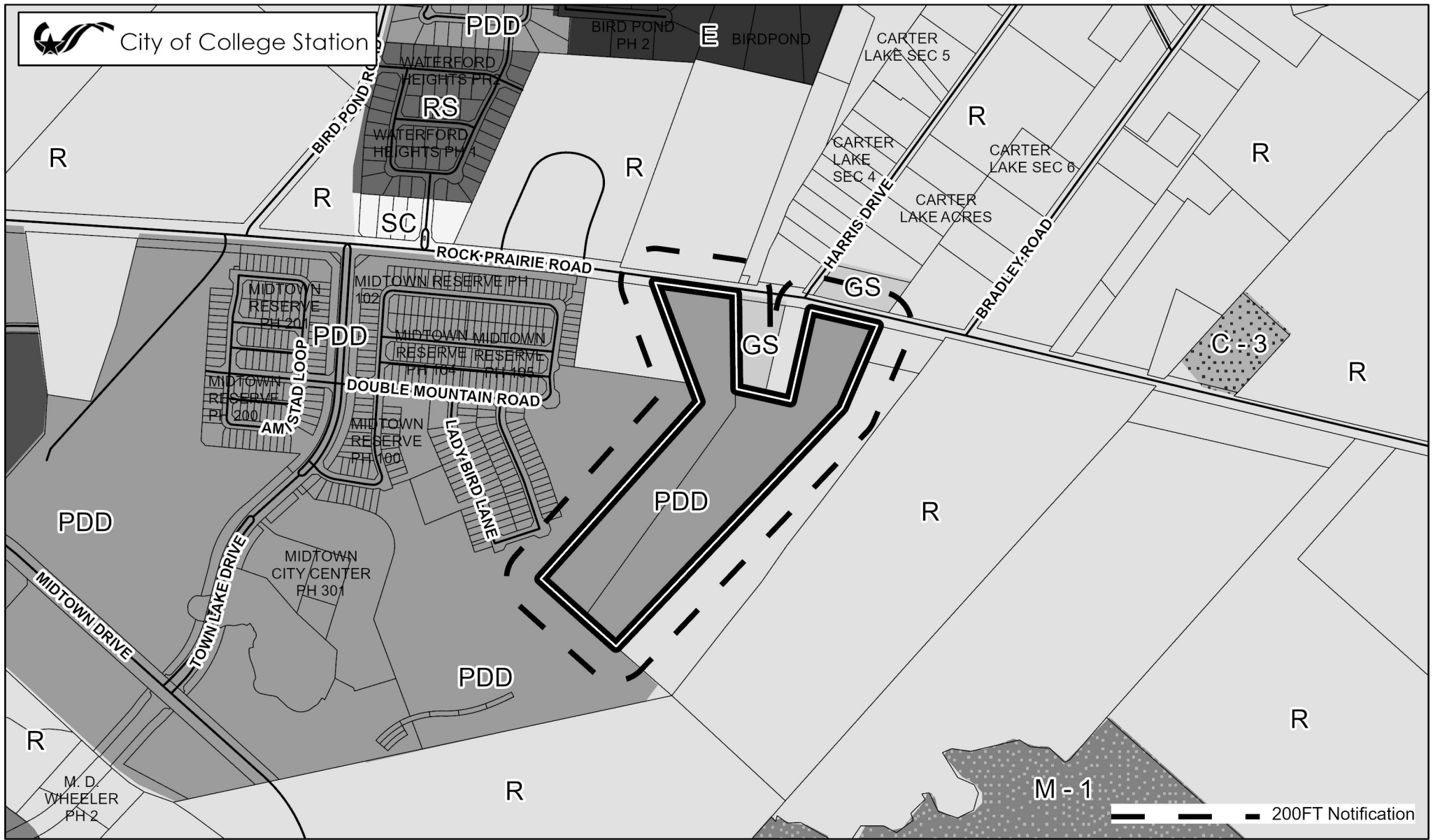


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction







ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MH Middle Housing
WE	Wellborn Estate	MF Multi-Family
E	Estate	MU Mixed-Use
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.
Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 500 1,000 Feet

**MIDTOWN EXPANSION
CONCEPT PLAN AMENDMENT**

Case:
REZ2023-000062

REZONING

LEGEND

PROPERTY BOUNDARY

ZONING BOUNDARY

ADJACENT PROPERTY LINES

TOWN CENTER RESIDENTIAL

NATURAL AREA PROTECTED

PROPERTY CORNER

MINOR COLLECTOR STREET

MULTI-USE PATH

PUBLIC ACCESS EASEMENT (PAE)

CONCEPT PLAN
MIDTOWN EXPANSION
33.342 ACRES
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS
PLANNED DEVELOPMENT
DISTRICT (PDD)
TO
PLANNED DEVELOPMENT
DISTRICT (PDD)

SCALE: 1" = 100'

OWNER/DEVELOPER:

College Station Downtown
Residential, LLC
1140 Midtown Drive
College Station, TX 77845

SURVEYOR:

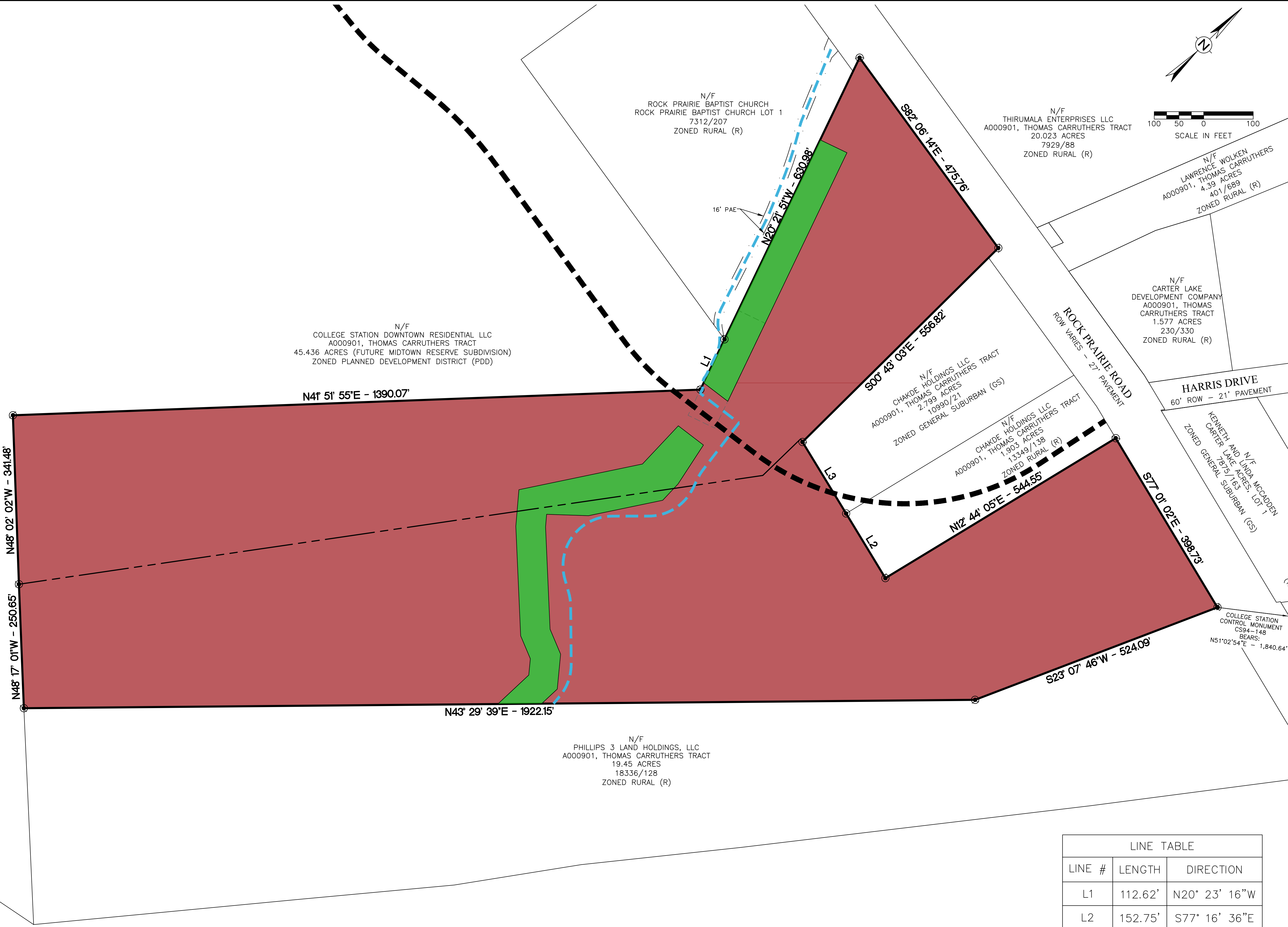
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:


TBPE NO. 12327
811 SOUTHWEST PKWY E.
College Station, Texas 77840
...
(979) 764-3900

NOTES:

1. THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014.
2. MULTI-USE PATH ON ROCK PRAIRIE BAPTIST CHURCH WILL BE IN A PUBLIC ACCESS EASEMENT.
3. THE MULTI-USE PATH WILL BE CONSTRUCTED BY THE MIDTOWN RESERVE SUBDIVISION DEVELOPER.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	112.62'	N20° 23' 16"W
L2	152.75'	S77° 16' 36"E
L3	169.22'	S77° 24' 39"E

LEGEND

PROPERTY BOUNDARY

ZONING BOUNDARY

ADJACENT PROPERTY LINES

TOWN CENTER RESIDENTIAL

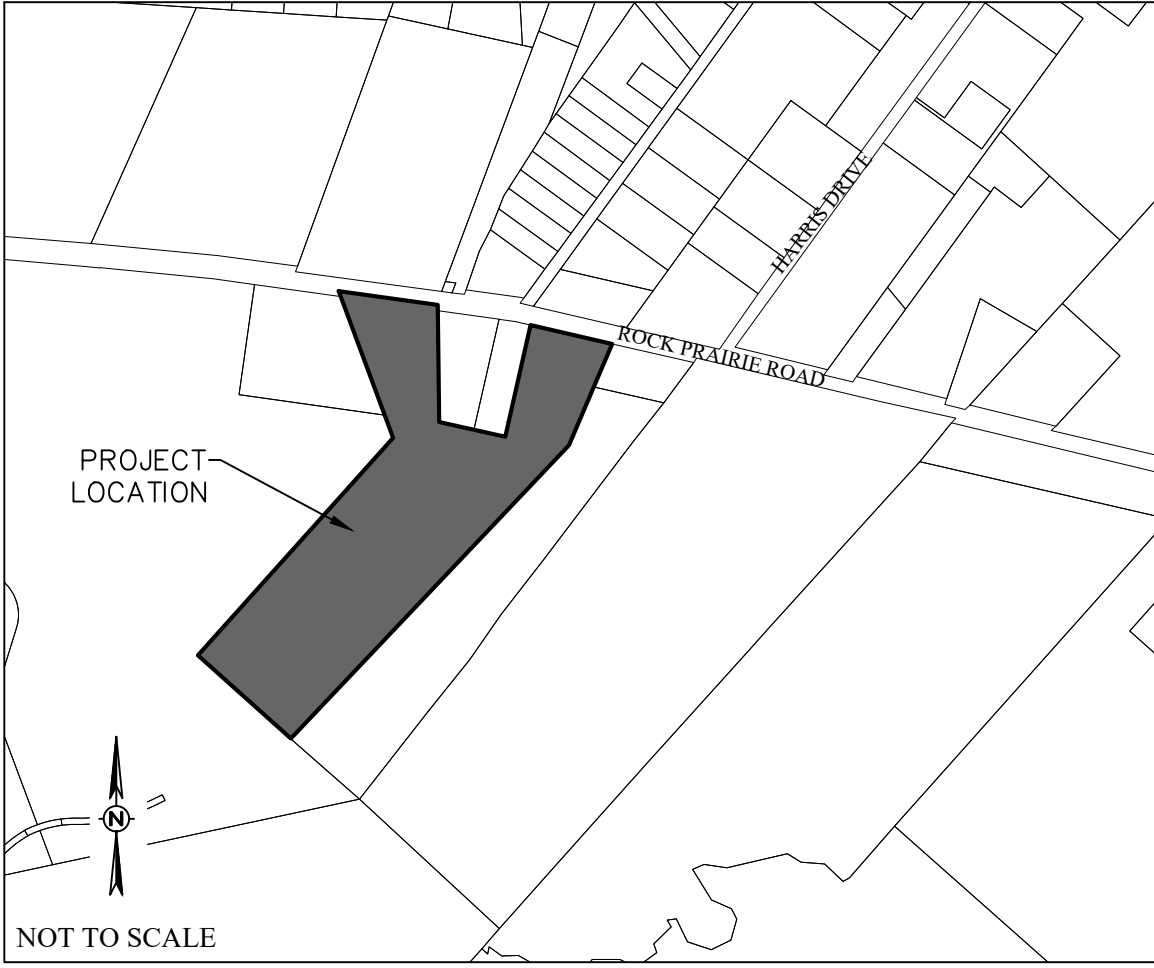
NATURAL AREA PROTECTED

PROPERTY CORNER

MINOR COLLECTOR STREET

MULTI-USE PATH

VICINITY MAP



CONCEPT PLAN
MIDTOWN EXPANSION

33.342 ACRES

THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

RURAL (R) TO
PLANNED DEVELOPMENT
DISTRICT (PDD)

OWNER/DEVELOPER:

OWNER
Street Name
City, TX #####
(###) ###-####

SCALE: AS SHOWN
MAY 2020

SURVEYOR:

Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:

Schultz Engineering, LLC
TBPE NO. 12327
811 SOUTHWEST PKWY E.
College Station, Texas 77840

(979) 764-3900

NOTES:

1. THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	112.62'	N20° 23' 16"W
L2	152.75'	S77° 16' 36"E
L3	169.22'	S77° 24' 39"E

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 17, 2023

Advertised Council Hearing Date: August 24, 2023

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:

Carter Lake HOA

Property owner notices mailed: 14
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate Residential	R Rural	Rock Prairie Road
South	Mixed Residential	PDD Planned Development District	Future Midtown Single-Family
East	Natural & Open Areas	GS General Suburban	Undeveloped
West	Mixed Residential	R Rural	Rock Prairie Baptist Church

DEVELOPMENT HISTORY

Annexation: Frontage along Rock Prairie Road was annexed in 1983. The remainder was annexed in 1995.

Zoning: A-O Agricultural Open upon annexation
A-O renamed R Rural (2013)
R Rural to PDD Planned Development District (2020)

Final Plat: Unplatted

Site development: Rural Residential



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: MIDTOWN EXPANSION MINOR CONCEPT PLAN AMENDMENT

Address: 5900 ROCK PRAIRIE RD

Legal Description: A000901, THOMAS CARRUTHERS (ICL), TRACT 51, 19.352 ACRES

Total Acreage: 33.342

Applicant: SCHULTZ ENGINEERING

Property Owner: COLLEGE STATION DOWNTOWN RESIDENTIAL

Proposed Drainage.

The drainage from this development flows onto the adjacent property and will be designed in accordance with the Unified Development Ordinance and the B/CS Unified Development Guidelines.

Variations Sought.

These are provided in the original Meritorious Modifications Exhibit.

Community Benefits.

As an expansion of the Midtown Development, this property will have access to the parks, trails, and other amenities to be provided in Midtown. It will provide the urban walkable residential environment to support the commercial part of Midtown.

Sustained Stability.

This plan is for an expansion of the existing Midtown Reserve development and will have the same standards and will create an environment of stability and harmony with that development.

Conformity.

This development will provide single family residential lots which is in conformance with the General Suburban land use for this area.

Compatibility with use.

The abutting land on 2 sides has the same zoning and use so it is compatible. The other adjacent tracts will also be able to develop as General Suburban land use. This zoning request does not adversely affect their development.

Access to Streets.

Dwelling units that do not front on a public street may front on an Alley so long as fire protection is maintained.

Public Improvements.

This development will construct the public infrastructure necessary for the subdivision. It is an expansion of Midtown Reserve which will provide park land and park improvements for this area also.

Public Health.

The subdivision will be constructed in accordance with the requirements of this PDD zoning and the UDO which will ensure that is it no detrimental to anyone or any surrounding property.

Safety.

This development is an expansion of an existing residential subdivision and will provide adequate vehicular, bicycle and pedestrian facilities so that it will not adversely affect the safety and convenience of the residents.

August 24, 2023
Item No. 8.6.
217 Richards Street 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 GC General Commercial to GS General Suburban for approximately 0.356 acres, being a portion of Lot 1R-2 Holleman Place Subdivision, generally located at 217 Richards Street.

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s): Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area. This item was heard at the August 3rd Planning and Zoning Commission meeting where the Commission voted 5-1 to recommend approval.

Summary:

This request is to rezone approximately 0.356 acres of land generally located at 217 Richards Street from GC General Commercial to GS General Suburban. The subject property was reserved for a future office building but is currently undeveloped. It is the applicant's intent to replat the property into three residential lots.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas that are appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the district is to:

- Accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern.
- Accommodate streetscape features such as sidewalks, street trees, and lighting.
- Encourage community facilities, parks, and greenways within neighborhoods.
- Support neighborhoods with a mix of housing types and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers.

The zoning districts that are generally appropriate within this land use include: Duplex, townhouse, middle housing, and limited-scale single-family. This tract has been identified as part of a future phase of the City-initiated MH Middle Housing rezonings and at this point in time, the proposed rezoning to GS General Suburban is an appropriate zoning district. There is a possibility that it may be rezoned again in the near future if the City-initiated rezoning for the Richards Street and Sterling Street area is approved.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area: The subject property is surrounded by single-family homes to the south and east and a commercial development to the west. There is multi-family development to the southwest of the subject property along Holleman Drive South. The proposed zoning district is appropriate for the surrounding area as it would allow for additional single-family developments along Richards Street.

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 a single-family residential development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, 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. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Richards Street. Each residential lot will take access off Richards Street as it is a local street. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property: The uses allowed by the proposed zoning district are marketable for the area. The applicant states that the uses allowed with the proposed zoning will be more marketable than the uses allowed in the current GC General Commercial zoning district.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Maps
3. Rezoning Exhibit
4. Background Information
5. Applicants Supporting Information
6. Rezoning Map
7. Existing Future Land Use Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GC GENERAL COMMERCIAL TO GS GENERAL SUBURBAN ON APPROXIMATELY 0.4 ACRES OF LAND LOCATED AT 217 RICHARDS STREET AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 24th day of August, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

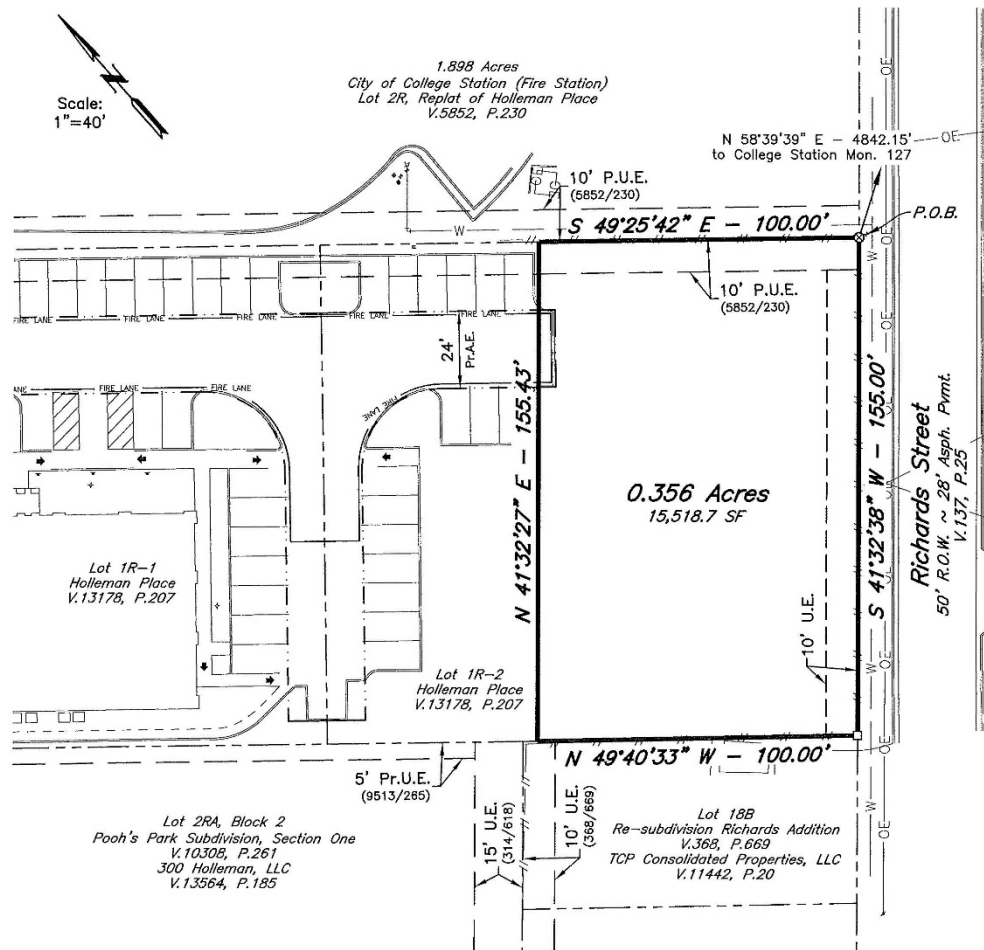
Exhibit A

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 GC General Commercial to GS General Suburban:

McCLURE & BROWNE ENGINEERING/SURVEYING, INC • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-3838
10000297-002-02 Texas Firm Registration No. 10103300

Page 1 of 2



LEGEND

- P.O.B. - Point of Beginning
P.U.E. - Public Utility Easement
Pr.A.E. - Private Access Easement
Pr.U.E. - Private Utility Easement
U.E. - Utility Easement
⊗ - PK Nail in Concrete Found
(Controlling Monument)
□ - 4"x4" Fence Post
(Controlling Monument)

GENERAL SURVEYOR NOTES:

1. ORIGIN OF BEARING SYSTEM: The bearing system shown hereon is based on record bearings for Lot 1R-2, HOLLEMAN PLACE subdivision, according to the replat recorded in Volume 13178, Page 207, Official Records of Brazos County, Texas.
The rotational difference between deed and grid north is 0° 01' 56" in a counter clockwise direction.
2. See Page 2 of 2 for metes and bounds description.

Page 2 of 2

FIELD NOTES
0.356 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR SURVEY, Abstract No. 46, in College Station, Brazos County, Texas and being part of Lot 1R-2, HOLLEMAN PLACE according to the Replat recorded in Volume 13178, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found PK Nail in concrete marking the east corner of this herein described tract, said PK Nail also marking the east corner of said Lot 1R-2, the south corner of Lot 2R, HOLLEMAN PLACE according to the Replat recorded in Volume 5852, Page 230 (O.R.B.C.) and being in the northwest right-of-way line of Richards Street (based on a 50-foot width), from whence the city of College Station monument no. 127 bears N 58°39'39" E at a distance of 4,842.15 feet for reference;

THENCE: S 41°32'38" W along the northwest right-of-way line of said Richards Street for a distance of 155.00 feet to a 4" x 4" wood fence post marking the south corner of this tract, said fence post also marking the south corner of said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and the east corner of Lot 18B, RICHARDS ADDITION according to the Replat recorded in Volume 368, Page 669 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 49°40'33" W along the common line of this tract, said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and said Lot 18B, RICHARDS ADDITION for a distance of 100.00 feet to a point for the west corner of this herein described tract;

THENCE: N 41°32'27" E into and through said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) for a distance of 155.43 feet to a point for the north corner of this tract, said iron rod also being in the common line of said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and Lot 2R of said HOLLEMAN PLACE (5852/230);

THENCE: S 49°25'42" E along the common line of this tract, said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and said Lot 2R of said HOLLEMAN PLACE (5852/230) for a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.356 acres (15,518.7 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on June, 2021.

See survey plat on Page 1 of 2
for additional information.

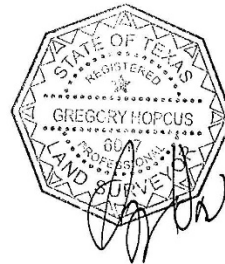
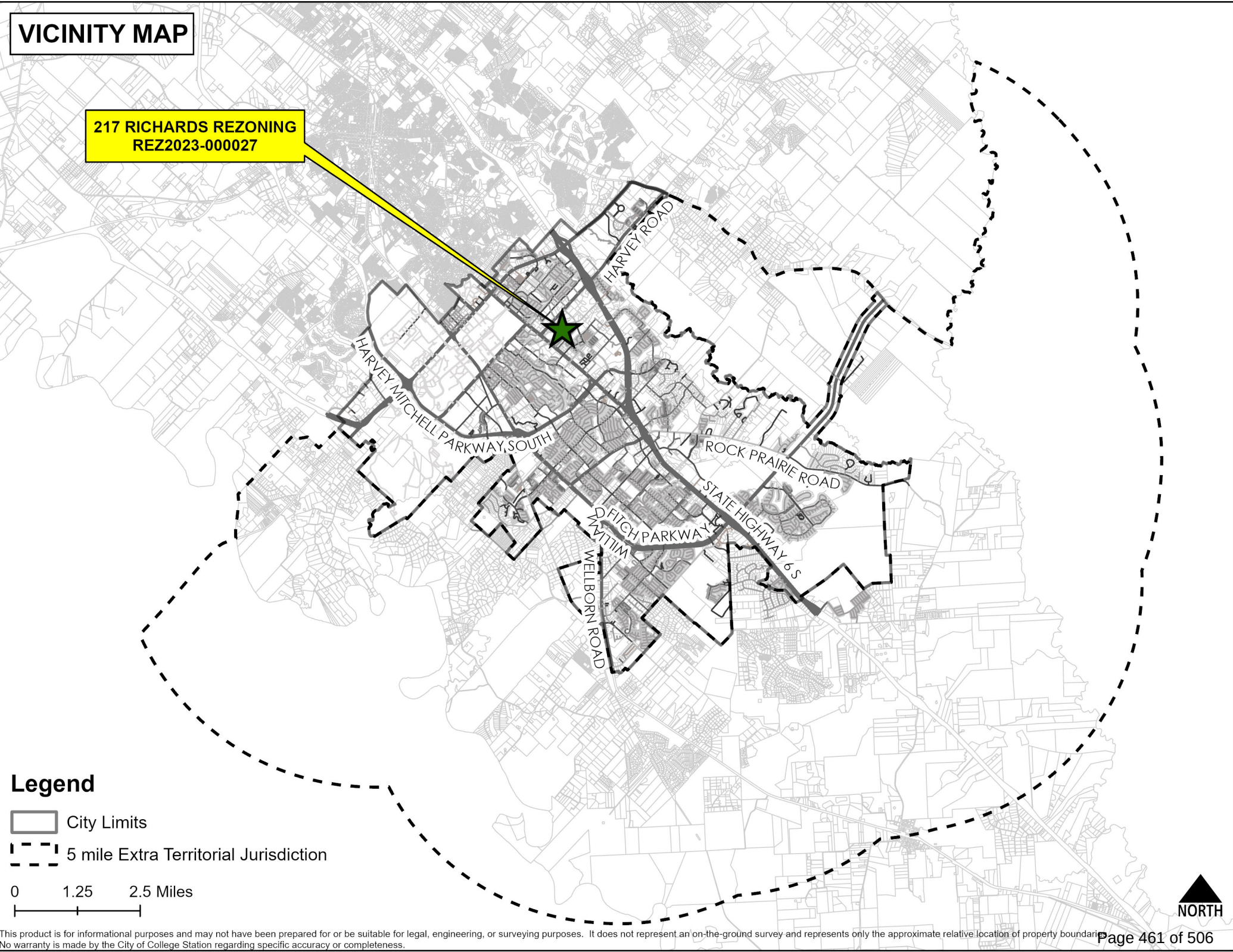


Exhibit B



VICINITY MAP

217 RICHARDS REZONING
REZ2023-000027

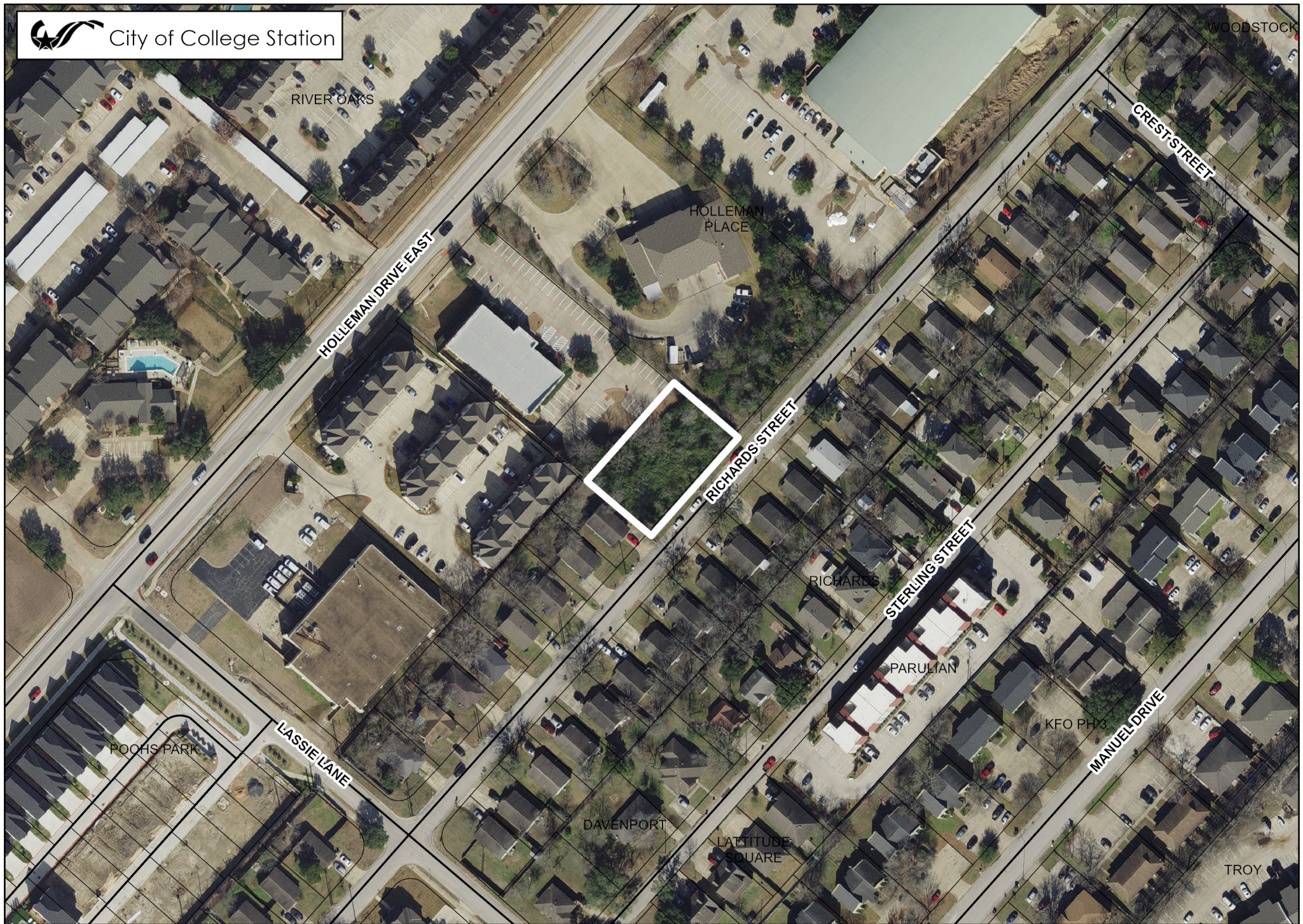


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



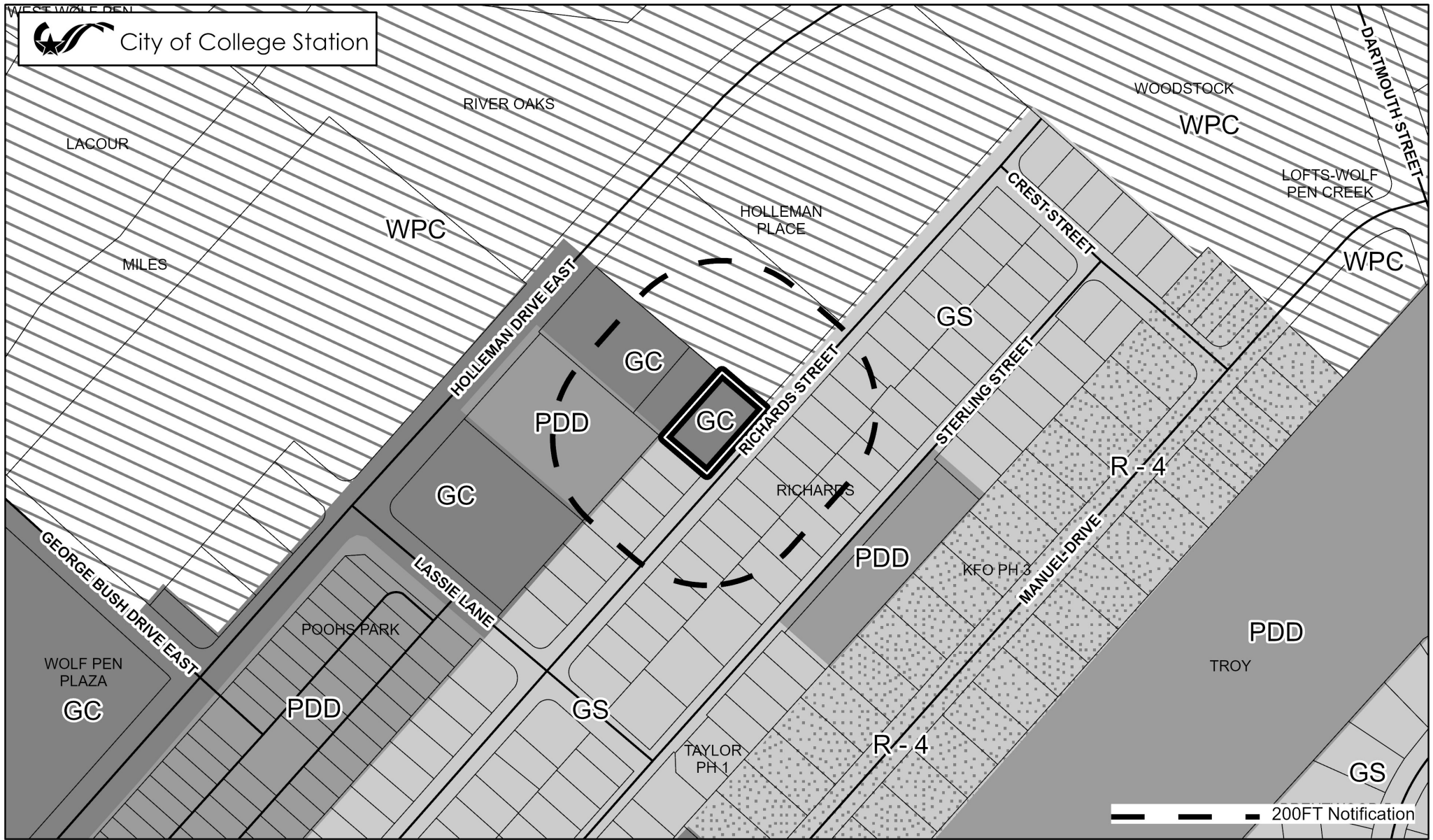


0 145 290 Feet

217 RICHARDS REZONING

Case:
REZ2023-000027

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MH Middle Housing
WE	Wellborn Estate	MF Multi-Family
E	Estate	MU Mixed-Use
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

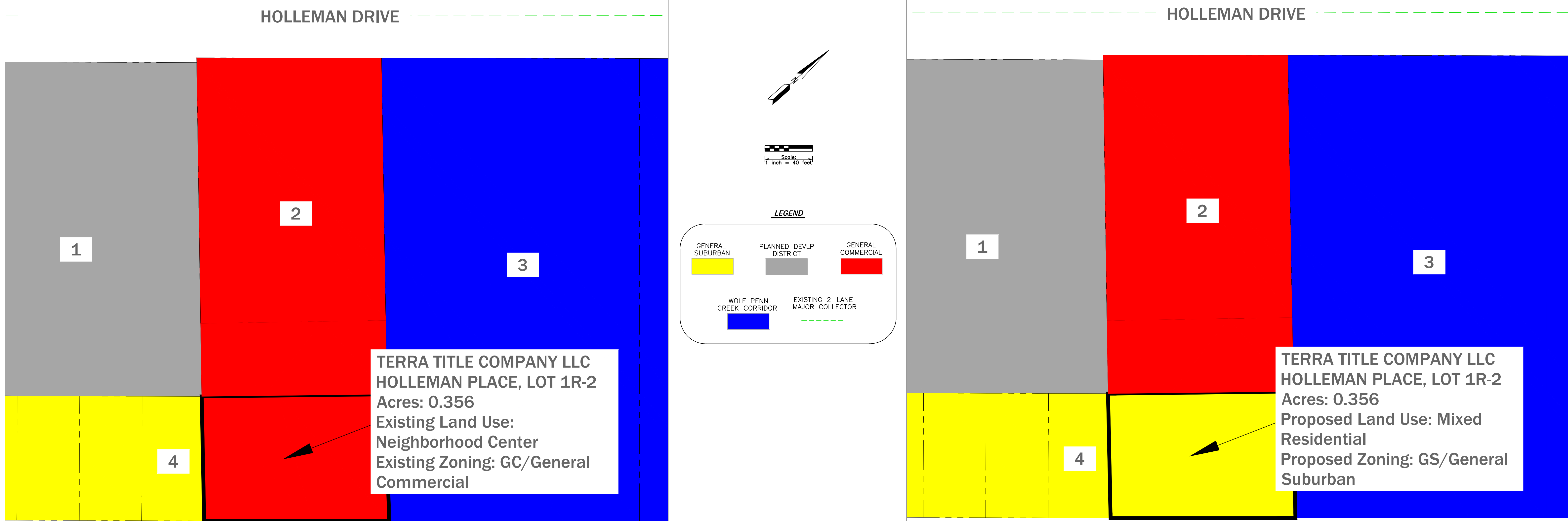
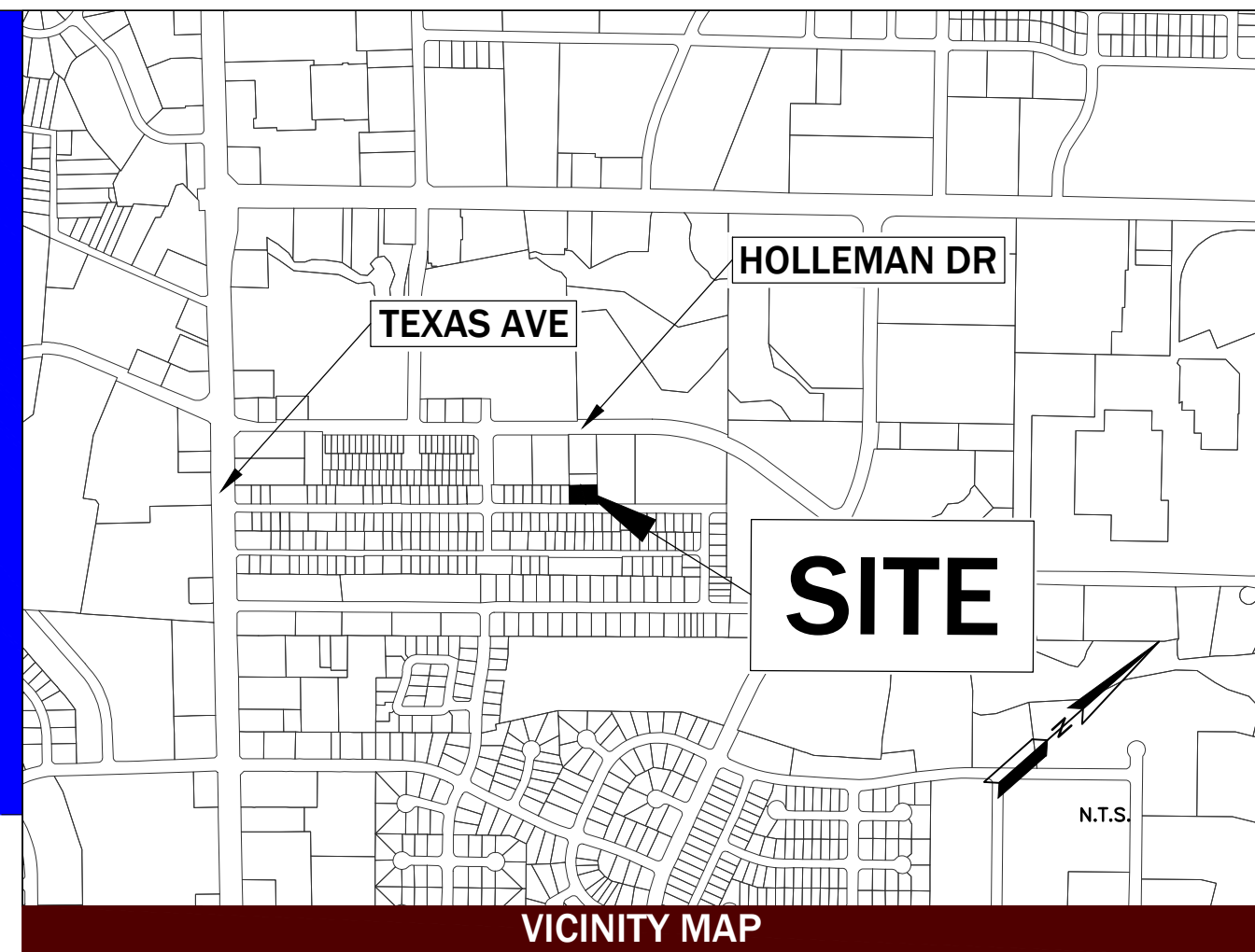


0 240 480 Feet

217 RICHARDS REZONING

Case:
REZ2023-000027

REZONING



RICHARDS STREET						RICHARDS STREET										
						Number	Owner	Legal Description	Current Zoning	Current Land Use						
						1	300 HOLLEMAN LLC	POOH'S PARK, BLOCK 2, LOT 2RA, & ASSOCIATED BPP	PDD - Planned Development District	Neighborhood Center						
						2	TERRA TITLE COMPANY L.L.C.	HOLLEMAN PLACE, LOT 1R-1, ACRES .789	GC - General Commercial	Neighborhood Center						
						3	COLLEGE STATION CITY OF	HOLLEMAN PLACE, LOT 2R, ACRES 1.898 (FIRE STATION)	WPC - Wolf Pen Creek Dev Corridor	Institutional/Public						
						4	TCP CONSOLIDATED PROPERTIES LLC	RICHARDS PH 1, BLOCK 1, LOT 18-B	GS - General Suburban	Mixed Residential						
EXISTING						PROPOSED										

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 3, 2023
Advertised Council Hearing Date: August 24, 2023

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: 18
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	Institutional/Public	WPC Wolf Pen Creek	Fire Station # 1
South	Mixed Residential	GS General Suburban	Single Family Residential
East	Mixed Residential	GS General Suburban	Richards Street (local street)
West	Neighborhood Center	GC General Commercial	Office

DEVELOPMENT HISTORY

Incorporated: May 1969
Zoning: D-3 Apartment House District (1969)
R-1 Residential (1971)
C-1 General Commercial (2009)
Renamed to GC General Commercial (2012)
Final Plat: Holleman Place
Site Development: A portion of the adjacent office development's parking lot extended onto this lot but has been removed.

Project Type: Rezoning
Project Subtype: General
Short Description: 217 Richards Street Rezoning

APPLICATION FEES:

Rezoning App Fee: \$1,343.00
Total: **\$1,343.00**

ADDITIONAL INFORMATION:

Total Acreage: 0.357 Acres
Date Deeded to Owner: 4/15/2004
Deed Recording: 5981/023
Existing Zoning: GC General Commercial
Proposed Zoning: GS General Suburban
Present Use: Undeveloped - Vacant
Proposed Use: Single-Family Residential
PAC Meeting Date: N/A
Additional Properties: 332500-0000-0010

REQUIRED INFORMATION:

Area Conditions: List the changed or changing conditions in the area, or in the City, which make this zone change necessary

This portion of the property has been held in reserve for a future office building. There is no longer a need to develop another office building on this lot; therefore, the owner would like to allow the back portion of the lot that fronts onto Richards Street to develop in character with the surrounding residential lots.

Comprehensive Plan: 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 Comprehensive Plan was recently amended to reflect Mixed Residential for this property. The Comprehensive Plan states that limited small-lot single family are generally appropriate for the Mixed Residential land use designation. Our request for GS General Suburban is in accordance with the Comprehensive Plan.

Compatibility: How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Rezoning this portion of the property for residential uses will be compatible and conforming with the surrounding residential developments on Richards Street. The neighborhood that includes Richards Street has experienced some redevelopment in recent years and this development would also be a part of that new growth.

Rezoning Suitability: Explain the suitability of the property for uses permitted by the rezoning district requested.

Allowing the property to develop with residential uses is more suitable for the character of the surrounding neighborhood than the currently permitted commercial uses.

Current Suitability: Explain the suitability of the property for uses permitted by the current zoning district.

The property is suitable for some commercial uses, such as offices and would be in character with the existing office building on the property. However, the property is best suited for residential uses which would be more compatible with the neighboring residential properties.

Property Marketability: Explain the marketability of the property for uses permitted by the current zoning district.

The back portion of this property is not marketable for most general commercial uses as allowed by the existing zoning district due to low visibility from Holleman Drive. The available property could be marketable for similar office-type uses; however, from a supply and demand perspective, there is not a great need for office space in College Station as there is an abundance of office space available on the market.

Other Reasons: List any other reasons to support this zone change.

N/A

***CAD File:**

A CAD file (dxf/dwg in model space) or GIS shapefile, in Texas State Plane NAD83 Central Zone datum (with scale factor applied if applicable), must be attached.

I understand a CAD File (dxf/dwg) is required.

***Metes & Bounds Legal Des:**

A survey exhibit including at least one tie to an existing City of College Station control monument. List the plat bearing and State Plane grid bearing (Central Texas Zone) if different, and provide the distance to the monument(s) noted as surface or grid (with scale factor applied if applicable), must be attached.

I understand a Survey Exhibit is required.

REQUIREMENTS:

Traffic Impacts:	Letter showing TIA is not necessary is attached.
Dimensioned Map:	A fully dimensioned map is attached.
Legal Description:	A written legal description is attached.
CAD DWG or GIS SHP:	The CAD or GIS digital file is attached.
Rezoning Denial:	I understand the denial process and 180-day waiting period.
Owner Certification:	I am not the owner but the Owner(s) Certification is attached.

LOCATION:

Address:	217 Richards Street
Parcel Number:	332500-0000-0011

Applicant Information:

Name:	Mitchell & Morgan, LLP C/O Crissy Hartl
Address:	3204 Earl Rudder Freeway South
City:	College Station
State:	Texas

Zip Code: 77845-6457
Phone: 979-260-6963
Email Address: crissy@mitchellandmorgan.com

Owner Information:

Name: Terra Title Company LLC, Attn: Charles A Ellison
Address: P.O. Box 10103
City: College Station
State: Texas
Zip Code: 77842-0103
Phone: 979-696-9889
Email Address: chuck@ellisonlaw.com

Contact Primary Information:

Name: Mitchell & Morgan, LLP C/O Veronica Morgan
Address: 3204 Earl Rudder Freeway South
City: College Station
State: Texas
Zip Code: 77845-6457
Phone: 979-260-6963
Email Address: v@mitchellandmorgan.com

Contact Secondary Information:

Name: Mitchell & Morgan, LLP C/O Tina Weido
Address: 3204 Earl Rudder Freeway South
City: College Station
State: Texas
Zip Code: 77845-6457
Phone: 979-260-6963
Email Address: tina@mitchellandmorgan.com

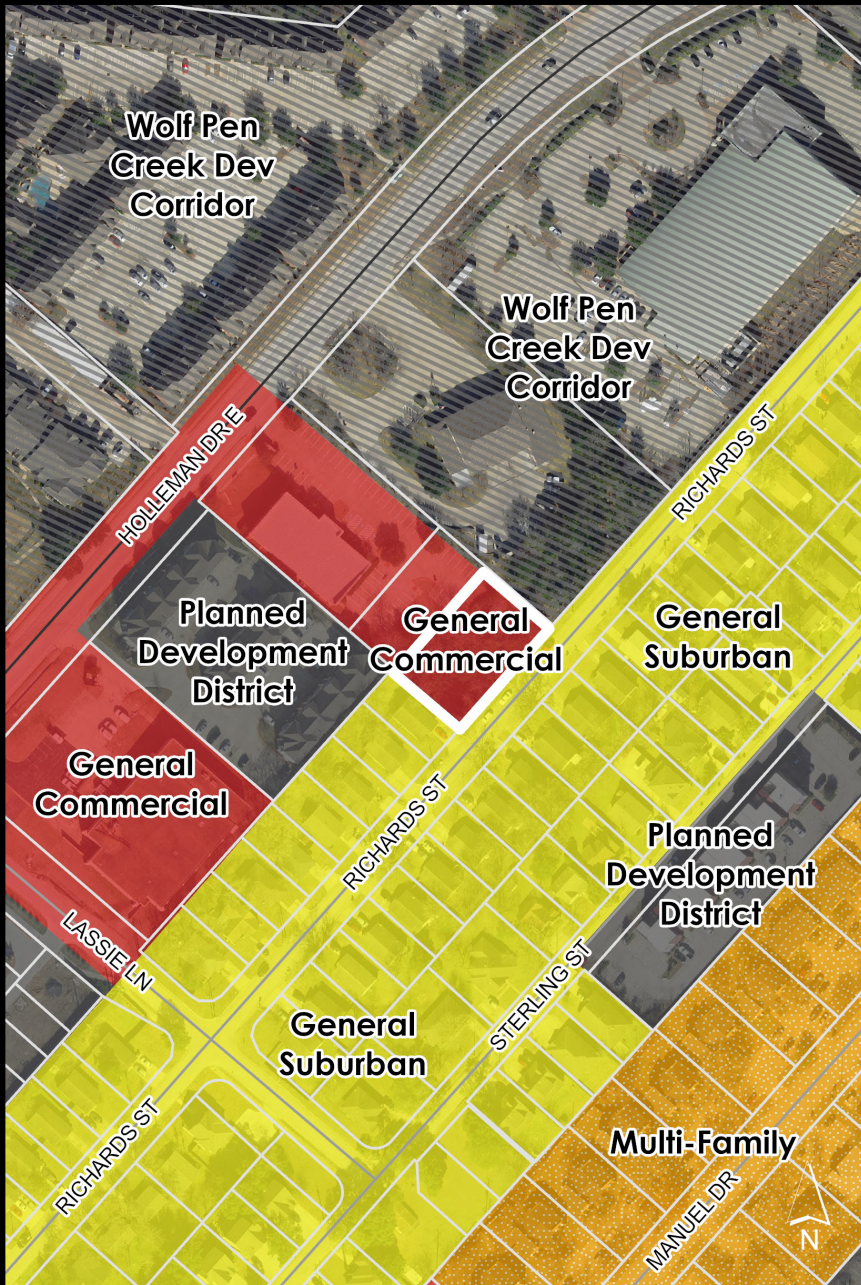
Engineer Information:

Name: Mitchell & Morgan, LLP C/O Veronica Morgan
Address: 3204 Earl Rudder Freeway South
City: College Station
State: Texas
Zip Code: 77845-6457
Phone: 979-260-6963
Email Address: v@mitchellandmorgan.com

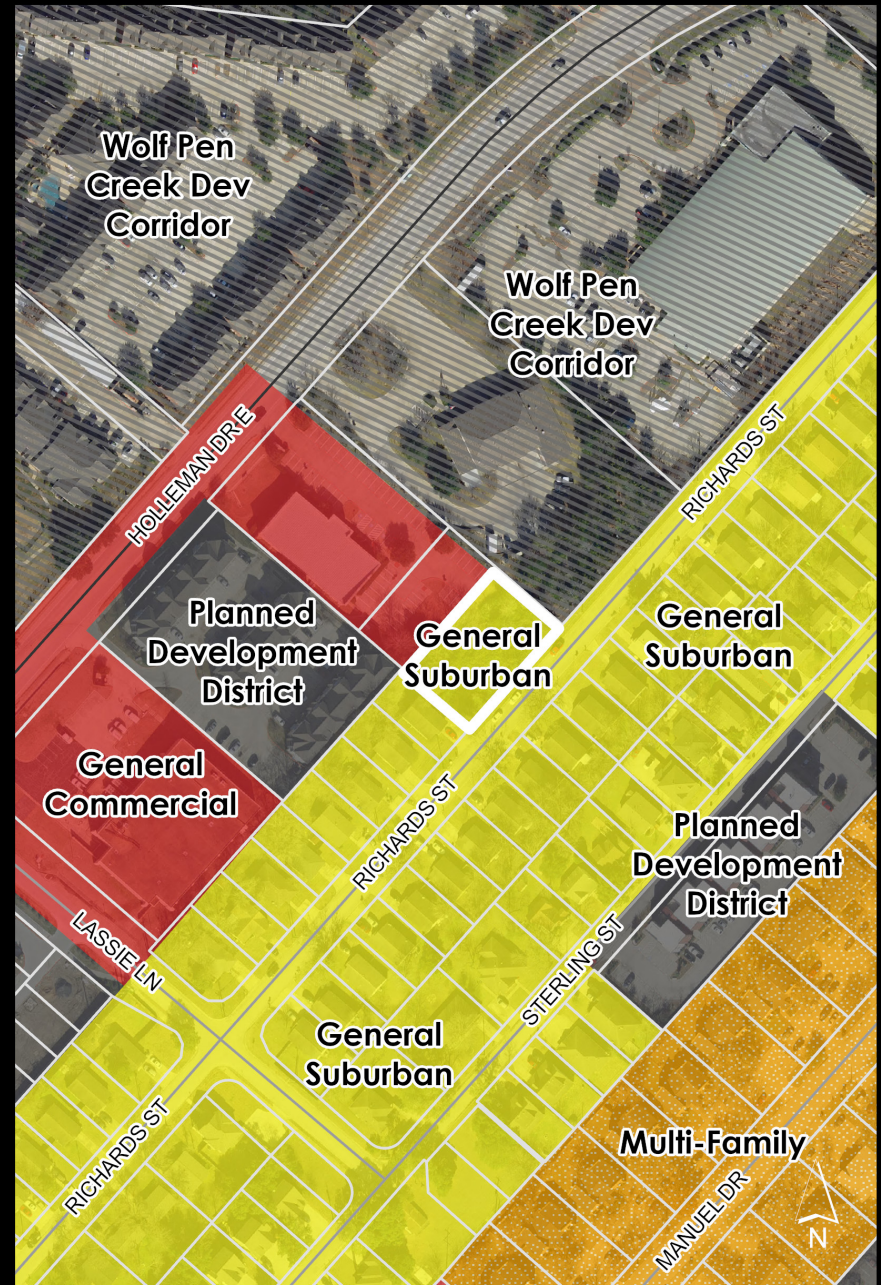
Surveyor Information:

Name: McClure & Browne Engineering & Surveying
Address: 1008 Woodcreek Drive
City: College Station
State: TX
Zip Code: 77845
Phone: 979-693-3838
Email Address: gregh@mcclurebrowne.com

EXISTING Zoning

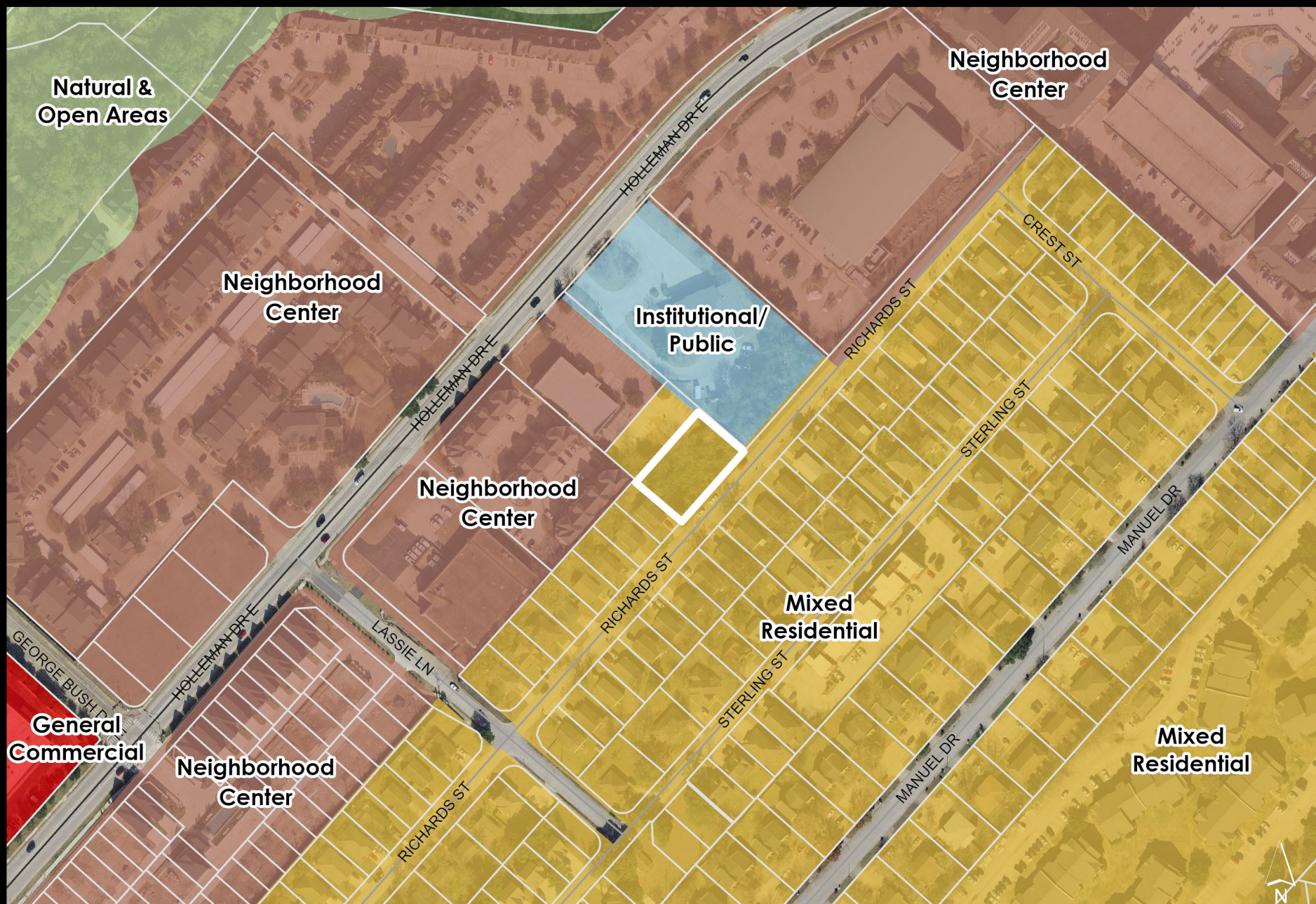


PROPOSED Zoning



EXISTING

Future Land Use



August 24, 2023
Item No. 8.7.
213 Holleman Drive East Rezoning

Sponsor: Gabriel Schrum

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 GC General Commercial to WPC Wolf Pen Creek for approximately 0.092 Acres at 213 Holleman Drive East, generally located at the intersection of Holleman Drive East and George Bush Drive East.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

The Planning and Zoning Commission heard this item at their 8/17/23 meeting and voted 5-0 to recommend approval.

Summary: This request is to rezone approximately 0.092 acres of land generally located at the intersection of Holleman Drive East and George Bush Drive East from GC General Commercial to WPC Wolf Pen Creek. The lot proposed to be rezoned consists of a singular portion of the undeveloped strip of land in front of The Arbors apartments. The property was originally zoned R Rural upon annexation to the City in 1958. This property was rezoned to WPC Wolf Pen Creek in 1988 when the Wolf Pen Creek Plan was adopted but rezoned to C-1 General Commercial (now GC General Commercial) in 1996. This zoning request is in an effort to provide a feasible development opportunity for the property and be consistent with the rest of the block which is zoned WPC Wolf Pen Creek. This item was heard at the August 17th Planning and Zoning meeting.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated as Neighborhood Center on the Comprehensive Plan Future Land Use & Character Map. For the Neighborhood Center land use, the Comprehensive Plan provides the following:

Areas that are appropriate for a mix of uses are arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner and may be mixed vertically within structures. Neighborhood Centers should also incorporate consolidated parking facilities, access to transportation alternatives, open space and recreational facilities, and public uses.

The intent of the Neighborhood Center land use is to accommodate a mix of building types that frame attractive pedestrian spaces. This is supported by vertical mixed-use structures with ground-floor retail in appropriate locations such as along corridors or major intersections. Stand-alone commercial uses with a preferred emphasis on urban form may be allowed if the size and scale of the property and/or development does not adequately support mixing uses in a horizontal manner.

The zoning districts that are generally appropriate within this land use include Mixed Use, Wolf Pen Creek (in Wolf Pen Creek only), Commercial, and Multi-family zoning.

The Comprehensive Plan discusses residential infill and redevelopment in both Chapter 3, Strong Neighborhoods and Chapter 8, Managed Growth. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods. As a tool for redevelopment, the request would allow for the full utilization of the undeveloped strip on this block and is aligned with the Comprehensive Plan.

The proposed WPC Wolf Pen Creek zoning district allows for multifamily developments with vertical mixed-use along the ground floor. With the nature of this purely multifamily development, an accompanied Conditional Use Permit (CUP2023-000001) will follow this request.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is near other existing multifamily residential uses which are located to the north and east. There is an existing small lot single-family development near the subject property across Holleman Dr E to the south. Across George Bush Dr E to the west, the existing development consists of a commercial retail shopping center. The proposed zoning district is appropriate in the context of the area. The Wolf Pen Creek Design District has supported multi-family developments as a use since the adoption of the plan in 1988 and has been a common theme of use in the area. It now is no longer allowed by right and requires a Conditional Use Permit to have a purely multi-family development without having commercial use on the ground floor. The proposed development will be only multifamily and in doing so, has triggered the need for a Conditional Use Permit.

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 as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, 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. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located at the intersection of Holleman Drive East and George Bush Drive East. Both streets are identified as major collectors on the Thoroughfare Plan. The proposed land use is

expected to generate less than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

5. The marketability of the property:

The applicant states that in this Neighborhood Center area, there is no possibility of marketing the site without a larger development. The individual lot is currently zoned GC General Commercial which is not consistent with the rest of the block that is zoned WPC Wolf Pen Creek. Rezoning the property to WPC Wolf Pen Creek will make the property more marketable in the future since it will be part of a contiguous 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 Exhibit
6. Rezoning Map
7. Existing Future Land Use Map

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 FOR APPROXIMATELY 0.092 ACRES FROM GC - GENERAL COMMERCIAL TO WPC - WOLF PEN CREEK BEING ALL OF POOH'S PARK SUBDIVISION, BLOCK 4, LOT 7, RECORDED IN VOLUME 314, PAGE 618 OF THE DEED RECORDS OF BRAZOS COUNTY TEXAS, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
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- 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 24th day of August, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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POOH'S PARK, BLOCK 4, LOT 7

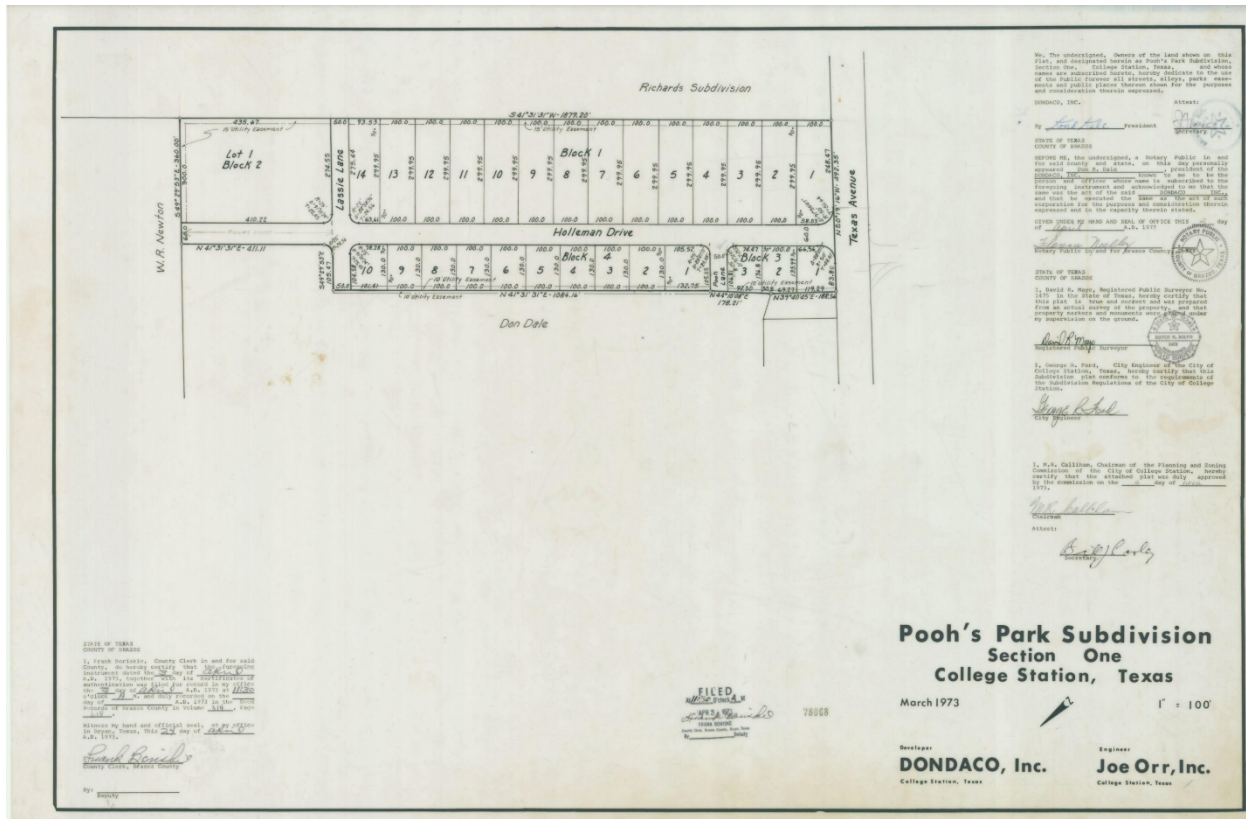
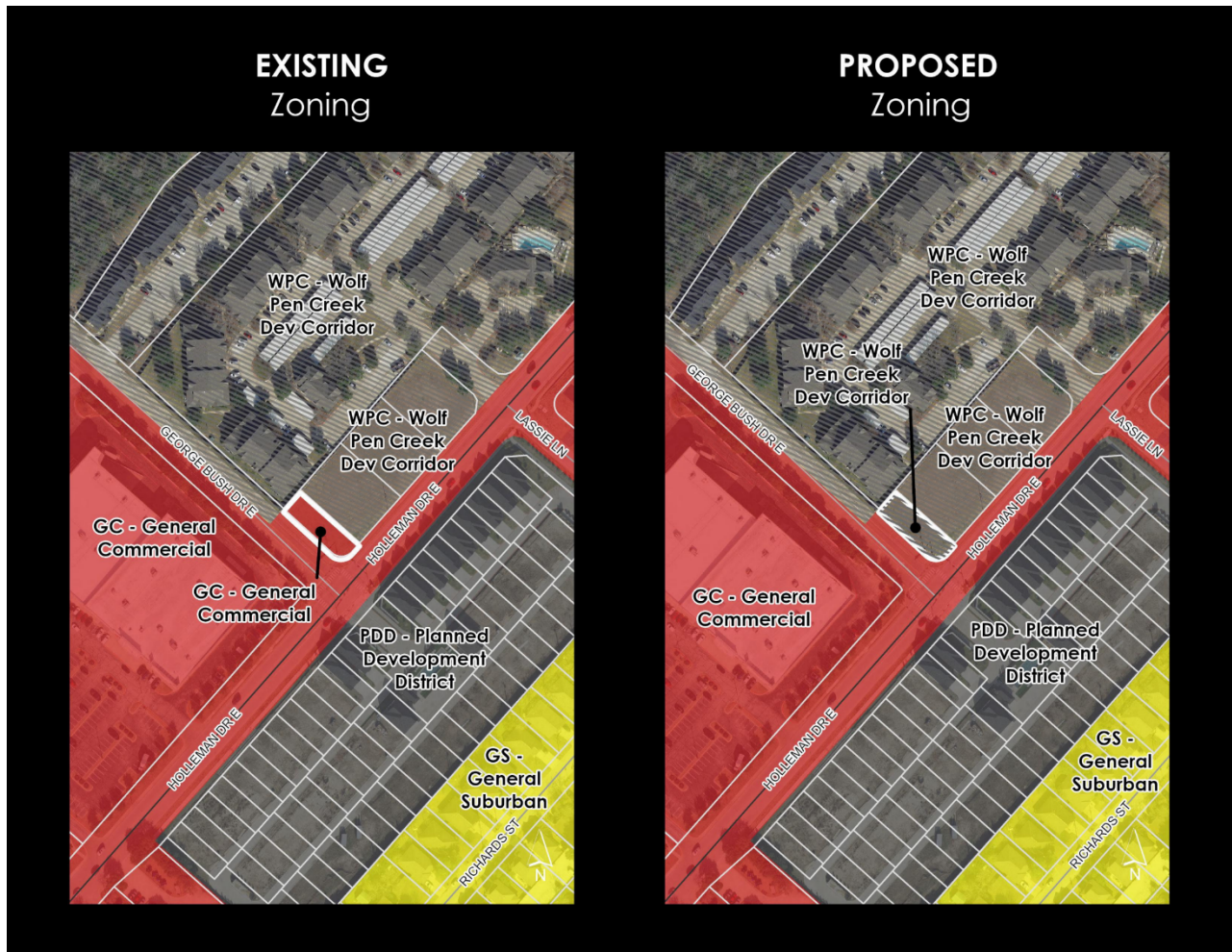
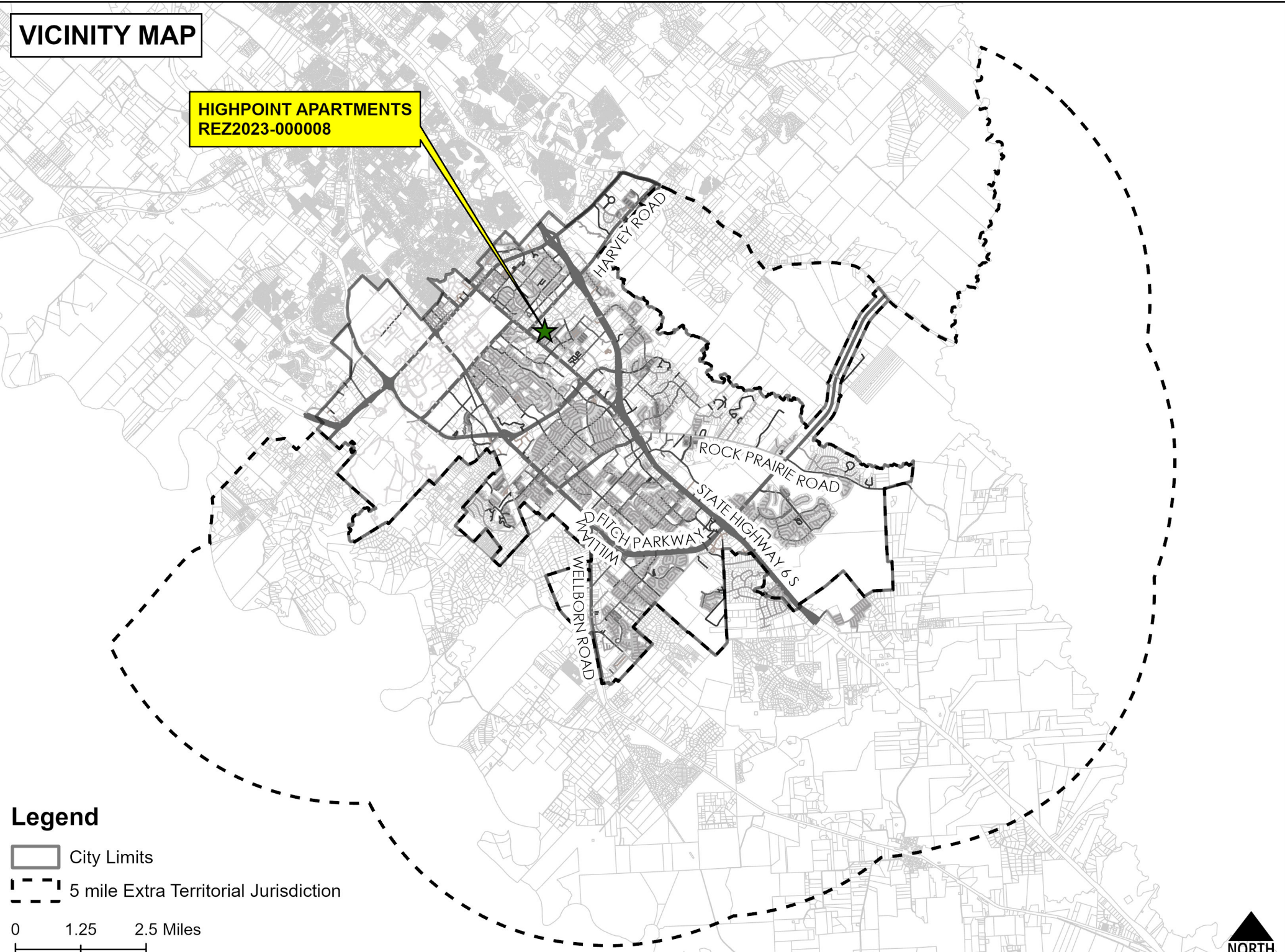


Exhibit B



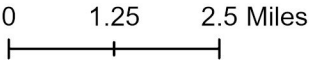
VICINITY MAP

HIGHPOINT APARTMENTS
REZ2023-000008



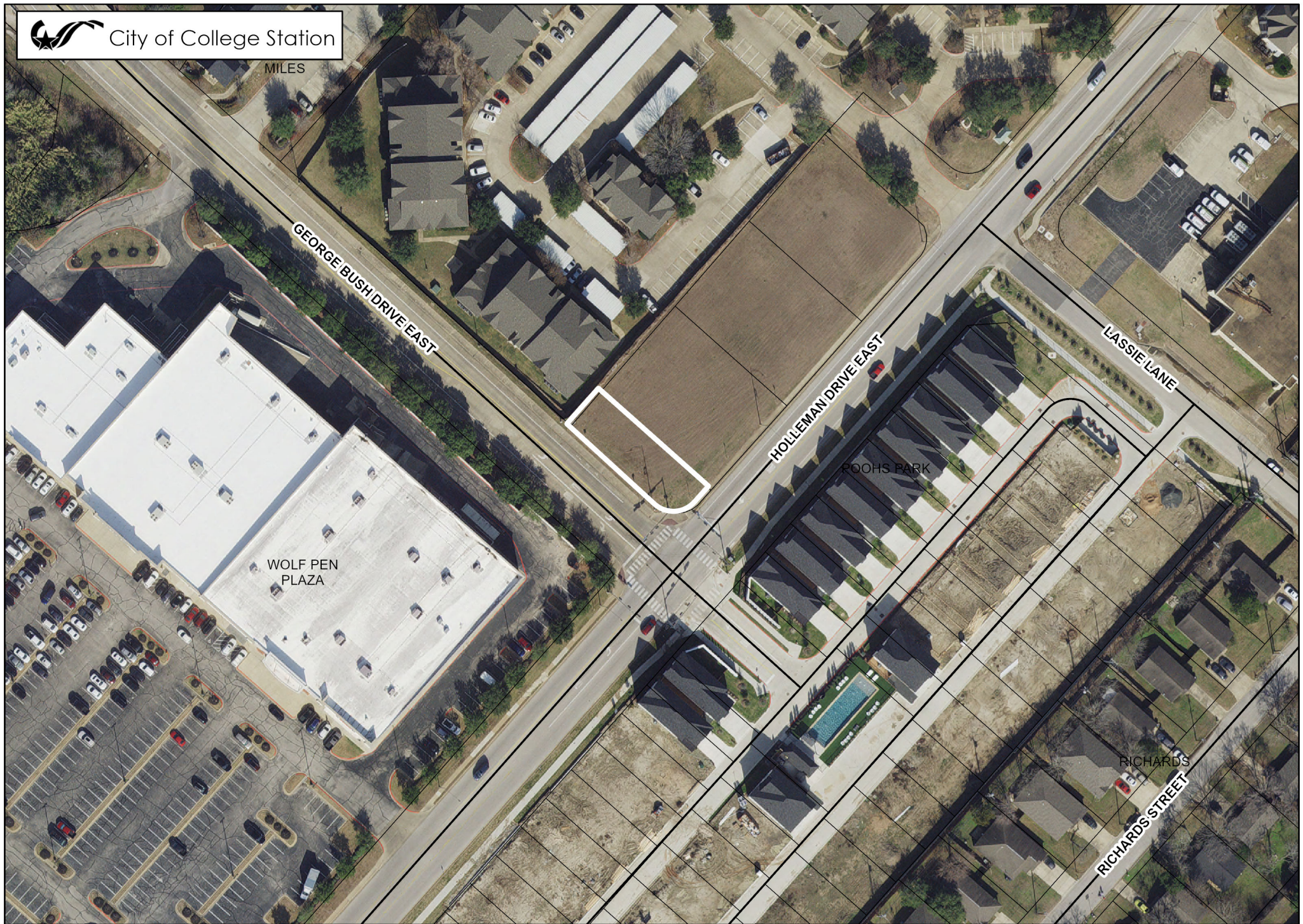
Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction





MILES



GEORGE BUSH DRIVE EAST

HOLLEMAN DRIVE EAST

LASSIE LANE

WOLF PEN PLAZA

POOHS PARK

RICHARDS

RICHARDS STREET

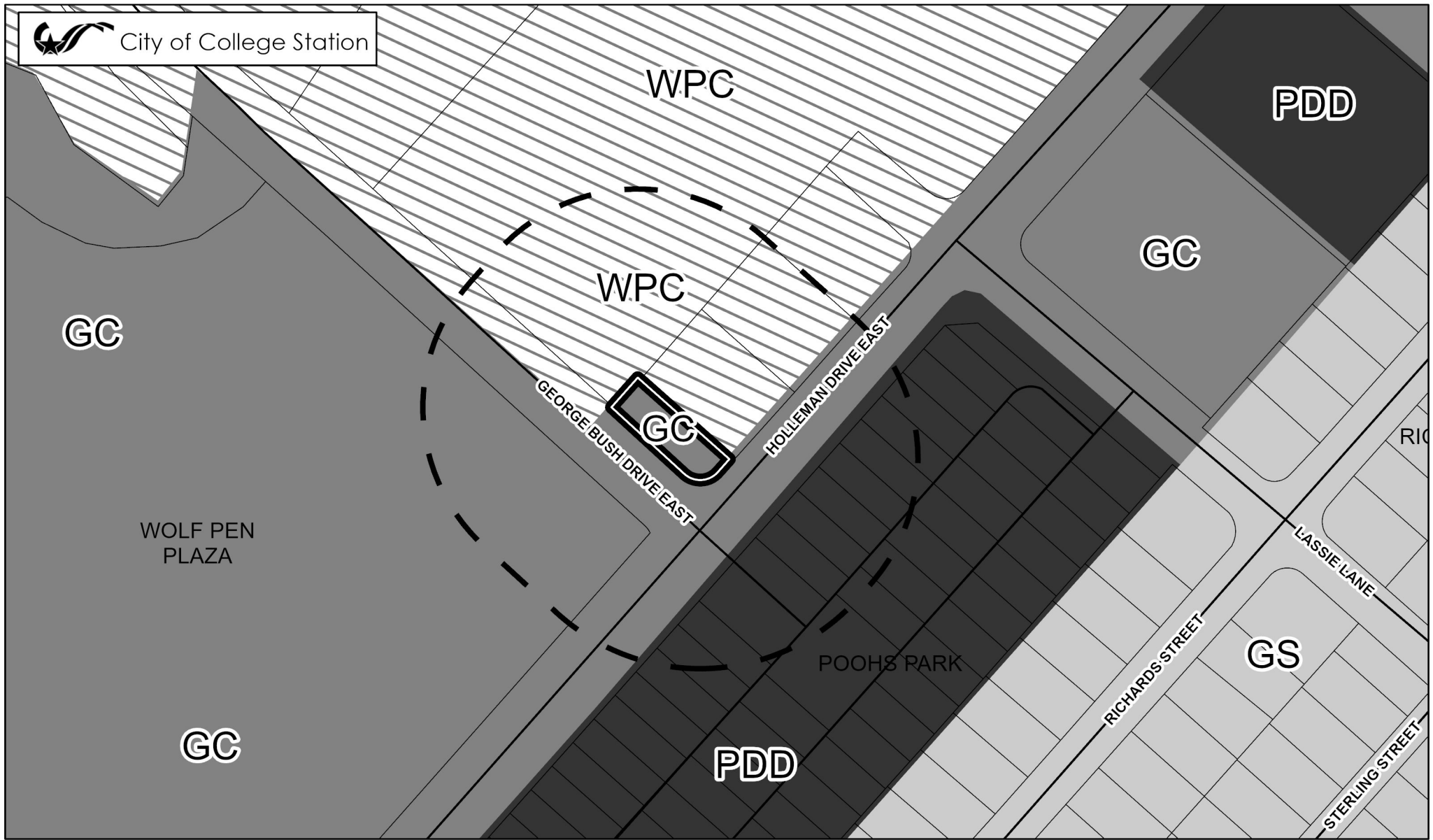


0 105 210 Feet

HIGHPOINT APARTMENTS

Case:
REZ2023-000008

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
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NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
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R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 140 280 Feet

HIGHPOINT APARTMENTS

Case:
REZ2023-000008

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 17, 2023
Advertised Council Hearing Date: August 24, 2023

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: 20

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	Neighborhood Center	WPC Wolf Pen Creek	Multi Family
South	Major Collector	GC General Commerical	Holleman Dr E (2 lane Major Collector)
East	Neighborhood Center	WPC Wolf Pen Creek	Multi Family
West	Major Collector	GC General Commerical	George Bush Dr E (2 lane Major Collector)

DEVELOPMENT HISTORY

Annexed: August 1958
Zoning: R-1 Single Family Residential (upon annexation 1958)
WPC Wolf Pen Creek (December 1988)
C-1 General Commercial (November 1996)
C-1 General Commercial renamed to GC General Commercial (June 2003)
Final Plat: Poohs Park
Site Development: Undeveloped.



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: HIGHPOINT APARTMENTS

Address: 213 HOLLEMAN DR E

Legal Description: POOH'S PARK, BLOCK 4, LOT 7

Total Acreage: 0

Applicant:: J4 ENGINEERING

Property Owner: TEDDY JED LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

We are correcting a small portion of commercial zoning to match neighboring property.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Proposed zoning is apart of the comprehensive plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Mix zoning on the current property does not allow for development.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Allows for uniform development across the property.

Explain the suitability of the property for uses permitted by the current zoning district.

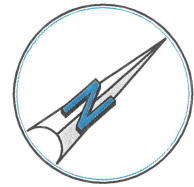
Allows for uniform development across the property.

Explain the marketability of the property for uses permitted by the current zoning district.

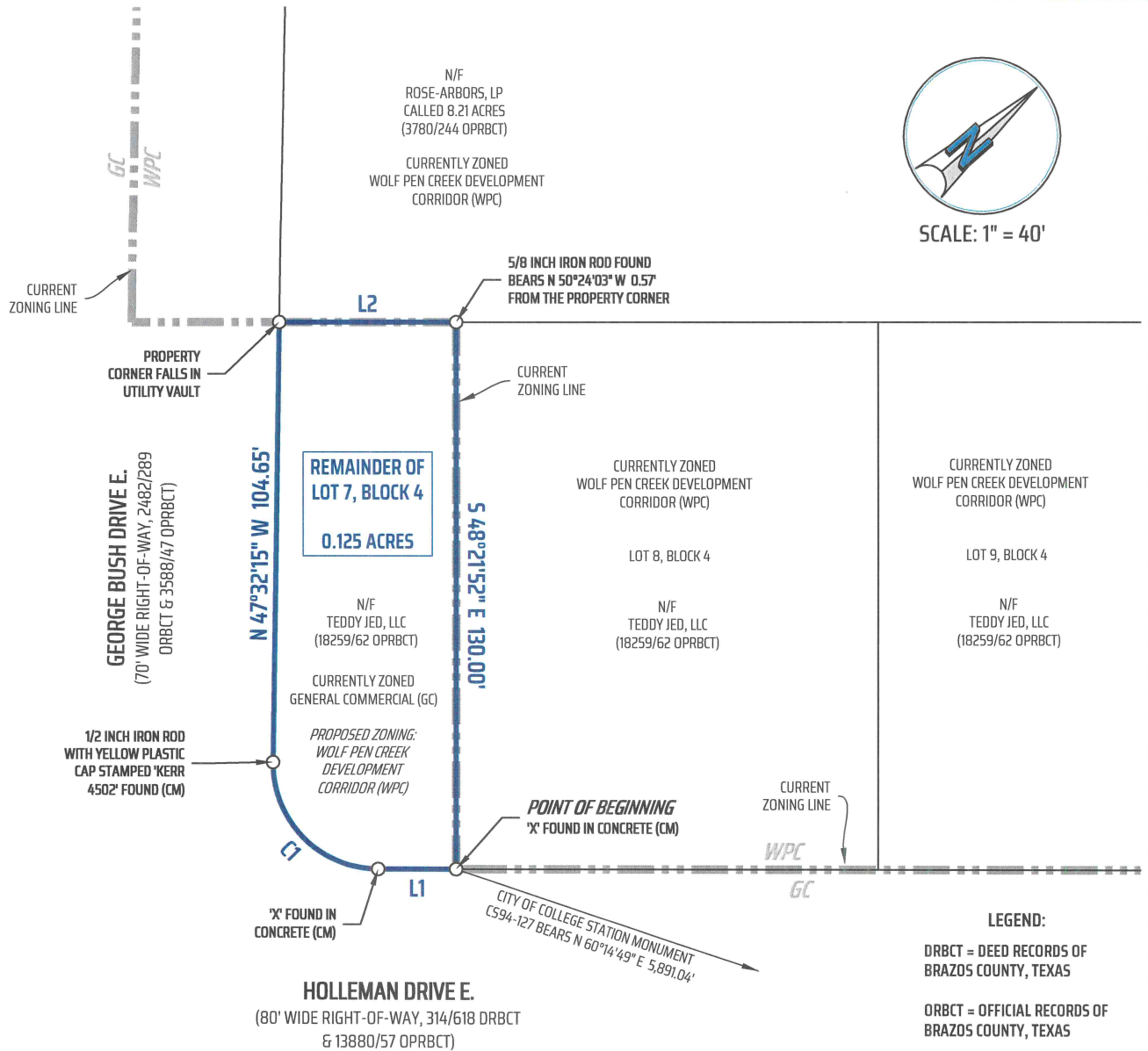
without development the property is not marketability.

List any other reasons to support this zone change.

N/A



SCALE: 1" = 40'



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.63'	90°49'37"	S 87°02'57" W	35.61'

LINE	BEARING	DISTANCE
L1	S 41°38'09" W	18.49'
L2	N 41°38'08" E	41.98'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES. TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010583682632 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

ZONING MAP OF A 0.125 ACRE TRACT BEING THE REMAINDER OF LOT 7, BLOCK 4 POOH'S PARK SUBDIVISION, SECTION ONE VOLUME 314, PAGE 618 OPRBCT MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46 COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 03-10-2023 | PLAT DATE: 03-20-2023
JOB NUMBER: 23-230 | CAD NAME: 23-230-ZONING
POINT FILE: RICHARDS-GTG (cont); 23-230 (job)
DRAWN BY: WJB CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



**FIELD NOTES DESCRIPTION
OF A
0.125 ACRE TRACT
MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.125 ACRES IN THE MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF LOT 7, BLOCK 4 OF POOH'S PARK SUBDIVISION, SECTION ONE, FILED IN VOLUME 314, PAGE 618 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND BEING THE SAME TRACT OF LAND DESCRIBED AS TRACT ONE IN A DEED TO TEDDY JED, LLC RECORDED IN VOLUME 18259, PAGE 62 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.125 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 'X' found in concrete on the northwest line of Holleman Drive E. (80' wide right-of-way, 314/618 DRBCT & 13880/57 OPRBCT) marking the east corner of said remainder of Lot 7 and the south corner of Lot 8 of said Block 4, from which the City of College Station monument C594-127 bears N 60° 14' 49" E, a distance of 5,891.04 feet;

THENCE, with the northwest line of Holleman Drive E., same being the southeast line of said Block 4, **S 41° 38' 09" W**, for a distance of **18.49 feet** to an 'X' found in concrete for a point of curvature;

THENCE, with a curve to the right, having a radius of **25.00 feet**, an arc length of **39.63 feet**, a delta angle of **90° 49' 37"**, and a chord which bears **S 87° 02' 57" W**, a distance of **35.61 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found in the northeast right-of-way of George Bush Drive E. (70' wide right-of-way, 2482/289 ORBCT & 3588/47 OPRBCT) for the end point of said curve;

THENCE, with the northeast right-of-way line of George Bush Drive E., **N 47° 32' 15" W**, for a distance of **104.65 feet** to a point in an existing utility vault for the west corner hereof;

THENCE, with the northwest line of said Lot 7, Block 4, same being the southeast line of a called 8.21 acre tract of land described in a deed to Rose-Arbor, LP recorded in Volume 3780, Page 244 (OPRBCT), **N 41° 38' 08" E**, for a distance of **41.98 feet** to a point for the common corner of said Lots 7 & 8 and the north corner hereof, from which a 5/8 inch iron rod found bears N 50° 24' 03" W, a distance of 0.57 feet;

THENCE, with the common line of said Lots 7 and 8, **S 48° 21' 52" E**, for a distance of **130.00 feet** to the **POINT OF BEGINNING** hereof and containing **0.125 acres**, more or less.

Surveyed on the ground March 2023 under my supervision. See plat prepared March 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are grid distances. To obtain surface distances (not surface areas) multiply by a combined scale factor of 1.00010583682632 (calculated using GEOID12B). Reference drawing: 23-230-Zoning.



3/20/23

Michael Konetski

Registered Professional Land Surveyor No. 6531



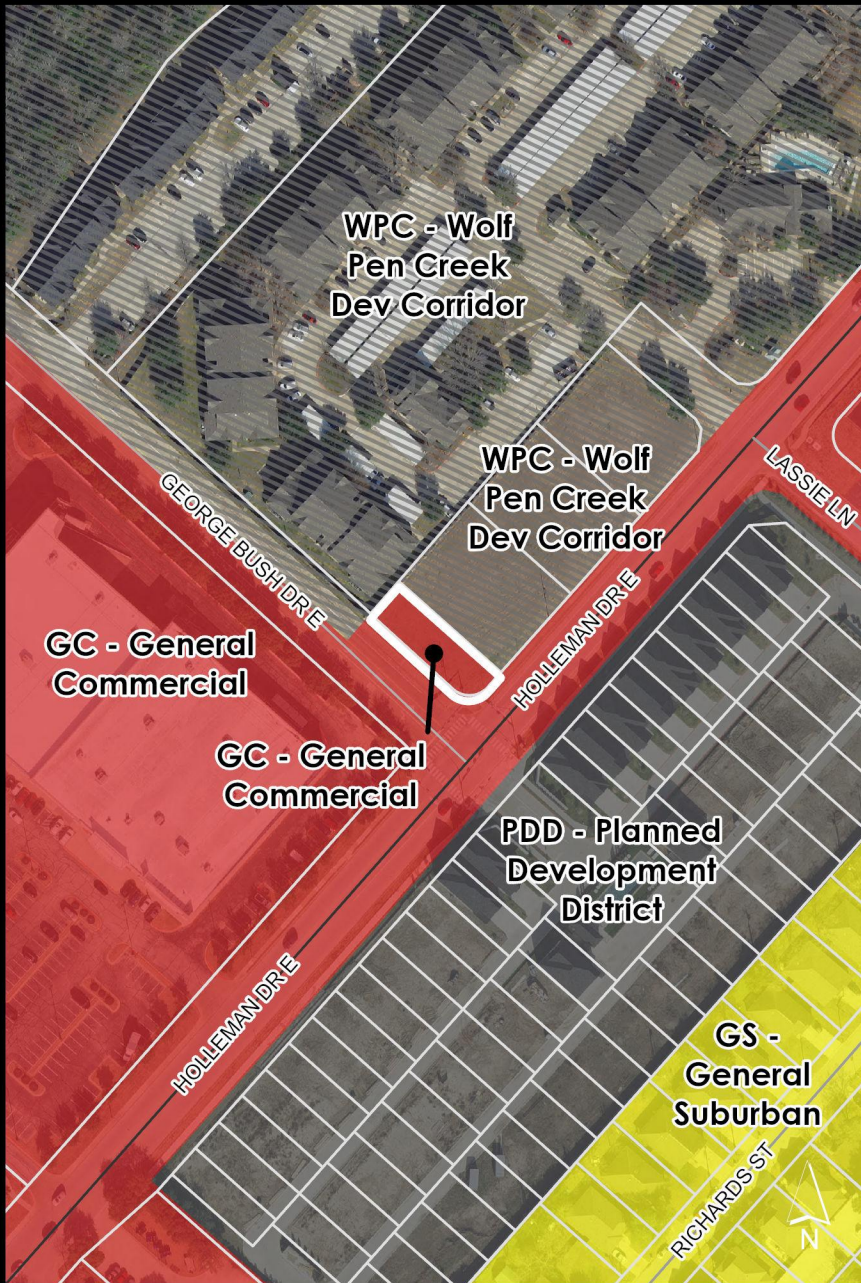
KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

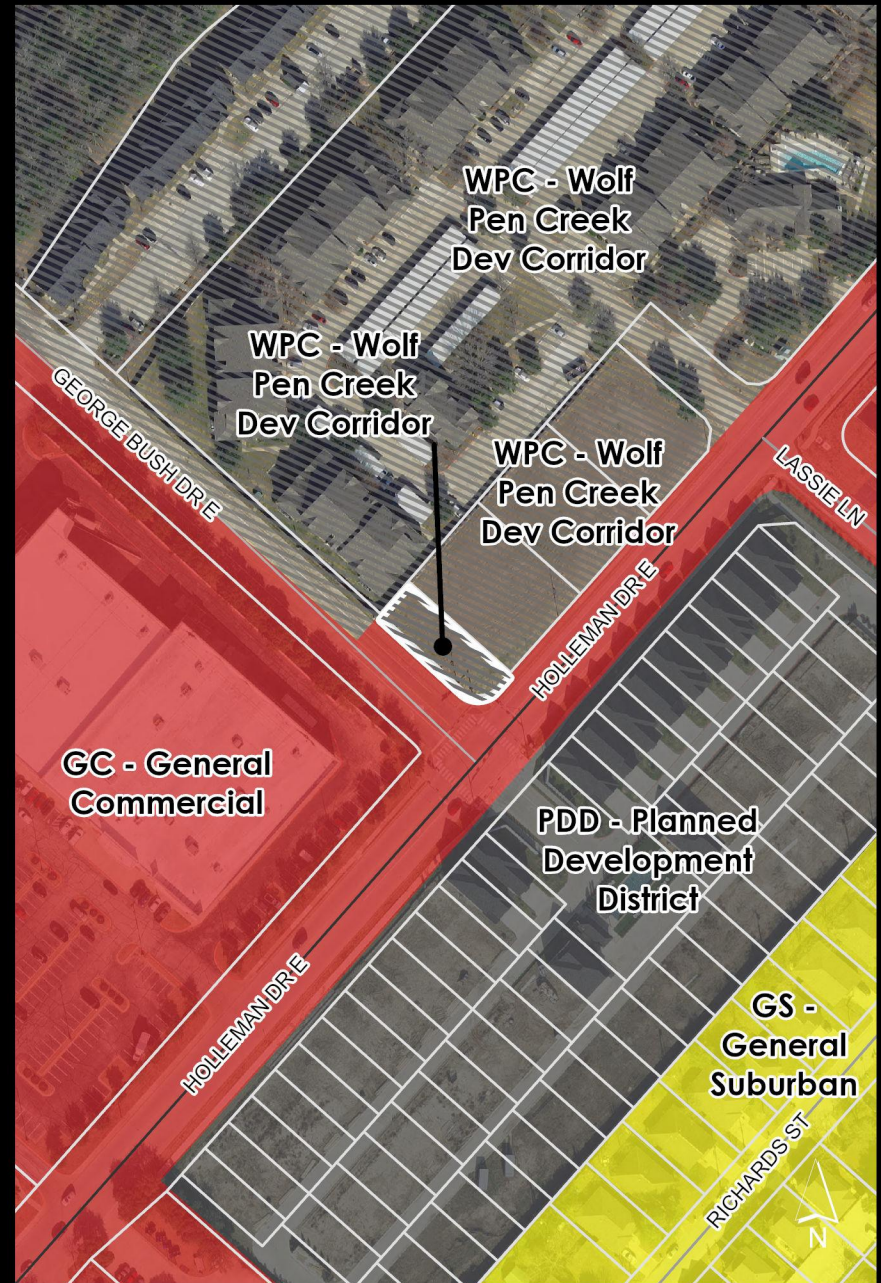
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXISTING Zoning

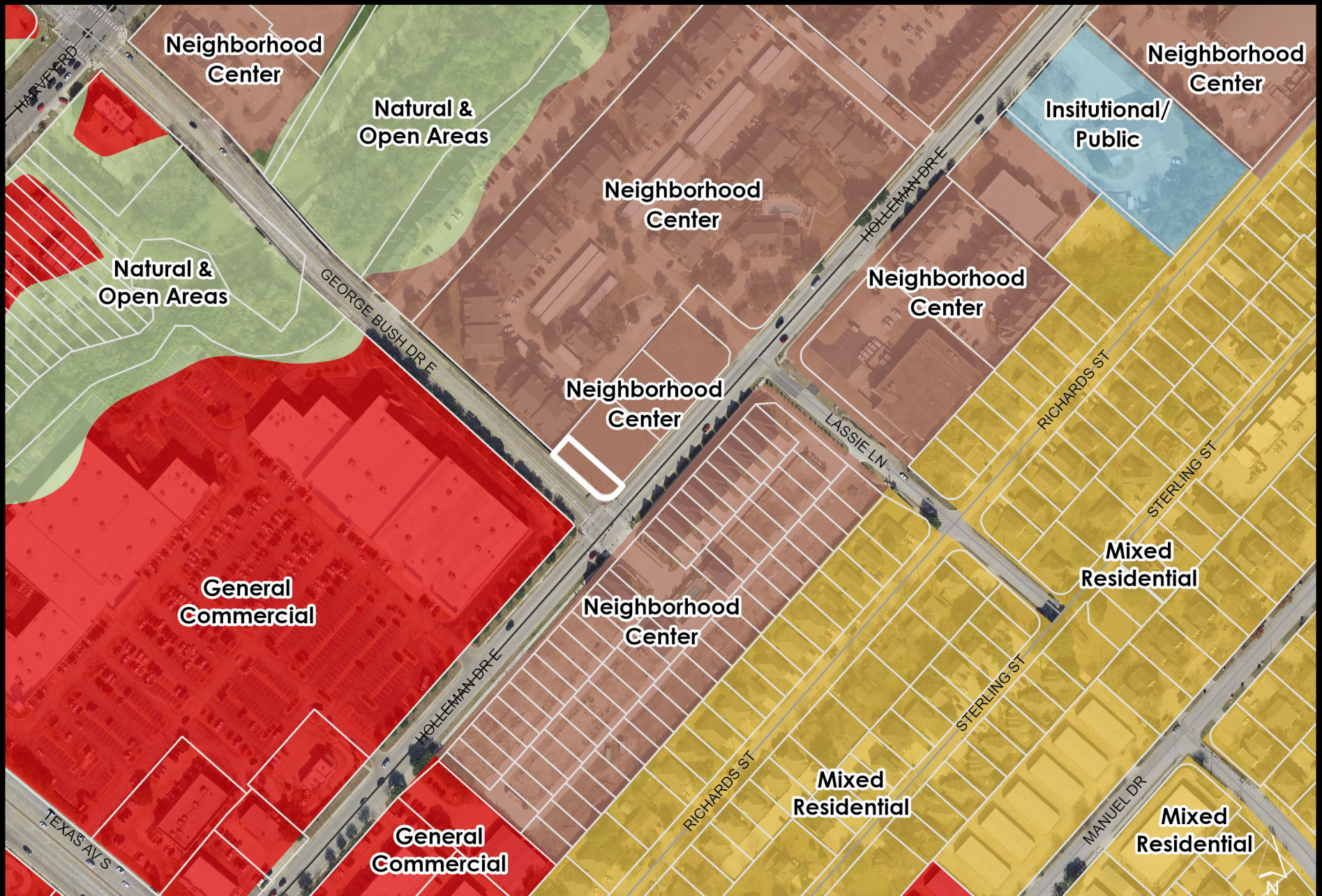


PROPOSED Zoning



EXISTING

Future Land Use



August 24, 2023
Item No. 8.8.
213-219 Holleman Drive East Conditional Use Permit

Sponsor: Gabriel Schrum

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action to consider a Conditional Use Permit for ground floor multifamily in the WPC Wolf Pen Creek zoning district on approximately 1.02 acres located at 213-219 Holleman Drive East, generally located at the intersection of George Bush Drive East and Holleman Drive East.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the Conditional Use Permit request with the following conditions:

1. No public access shall be allowed onto George Bush Drive East, but rather the installation of Grasscrete, and a gate with Knox Box for Fire access.
2. The buildings shall have a reduced building setback on Holleman Drive East, with pedestrian access from the units to existing sidewalks to be in-line with the intended urban form of the zoning district.
3. The development shall conform to the attached site and landscape plans.

The Planning and Zoning Commission heard this item at their 8/17/23 meeting and voted 5-0 to recommend approval.

Summary: This request is for a Conditional Use Permit to allow the use of multi-family on the ground floor of the undeveloped lots on the corner of George Bush Drive East and Holleman Drive East, known as 213-219 Holleman Drive East. This is a step in the entitlement process to have this proposed use on the property, and the accompanied rezoning (Case #REZ2023-000008) must be adopted for the project to be eligible within this CUP request.

REVIEW CRITERIA

1. The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO.

Multi-family uses are permitted in several zoning districts, but within the Wolf Pen Creek District, multi-family uses that are not part of a vertical mixed-use development require the approval of a Conditional Use Permit. The applicant is proposing to consolidate undeveloped lots and zoning in front of The Arbors apartments into a multifamily development.

The Wolf Pen Creek district promotes the public and private use of Wolf Pen Creek and the development corridor as an active and passive recreational area. Residential development has been

popular in this district which encourages leisure and commercial activities. In an effort to ensure a healthy balance of uses in the area, proposals for ground-floor residential are reviewed on an individual basis through the conditional use permit process.

The subject property is approximately 300 feet long by 100 feet deep at the intersection of two thoroughfares. The depth of the property does not allow for driveway access onto George Bush. While commercial is encouraged at intersections, the property's configuration and limited access can be problematic for commercial development. Residential building size requirements can be more flexible than commercial, and as shown on the accompanying site plan, the proposed multi-family use will meet the minimum standards per the UDO.

2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City.

The subject properties are shown on the Comprehensive Plan Future Land Use and Character Map as Neighborhood Center. The Comprehensive Plan states that these areas are appropriate for mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. This land use designation is intended to create and reinforce walkable activity centers that are connected to surrounding development and include a mix of complementary uses. Through the proposed walkability on the site with sidewalk connections to the units, reduced front setback for the buildings, and the other conditions provided, staff believes this use would be appropriate for the Wolf Pen Creek area. This use would support the surrounding commercial developments by providing a residential development within close proximity that supports human scale and modes of transportation outside of automobiles.

3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property.

The development will have an emphasis on urban form with increased walkability with connected paths to the units, reduced front setbacks bringing the buildings closer to Holleman Drive East, and a restriction of public access to George Bush Drive East. The restricted access will be Grasscrete with a gate and Knox Box that will allow accessibility for emergency services.

Placing the condition to limit public access onto George Bush Drive East and providing the requested conditions to the multifamily development, staff believes that the use will not be detrimental or substantially injurious to the surrounding neighborhood or its occupants.

4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area.

The applicant is proposing a multi-family development to these subject lots with the submittal of a site plan (SP2022-000069). The proposed 30-unit apartment building is 3-stories with rear parking, keeping the site plan and circulation harmonious with the surrounding area's urban character. The site limits access to the surrounding streets by gating the side closest to George Bush Dr E.

5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste

collection, or the ability of existing infrastructure and services to adequately provide services.

This use will not negatively impact public infrastructure or services. This use will be on undeveloped lots that were platted to accommodate future commercial and/or residential uses. The existing infrastructure will accommodate the infill development.

6. The proposed use shall not negatively impact existing uses in the area or in the City.

Existing uses in the area include commercial, multi-family and single-family. This use will not negatively impact existing uses.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Site Plan
6. Landscape Plan

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT PURSUANT TO APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 3, "DEVELOPMENT REVIEW PROCEDURES," SECTION 3.6, "CONDITIONAL USE PERMITS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AND OTHER APPLICABLE PROVISIONS THEREOF, APPROVING A CONDITIONAL USE PERMIT AFFECTING CERTAIN PROPERTIES LOCATED AT 213-219 HOLLEMAN DRIVE EAST AND AS DESCRIBED BELOW FOR THE USE OF GROUND FLOOR MULTI-FAMILY RESIDENTIAL USES; 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 a conditional use permit be granted in accordance with Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.6, "Conditional Use Permit," of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions thereof 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 24th day of August, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That the following conditional use permit be granted in accordance with Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.6, “Conditional Use Permits,” of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions.

That the property located at 213-219 Holleman Drive East (Pooh’s Park, Block 4, Lot 7-10) is granted a Conditional Use Permit for a ground floor residential use and Multi-Family development.

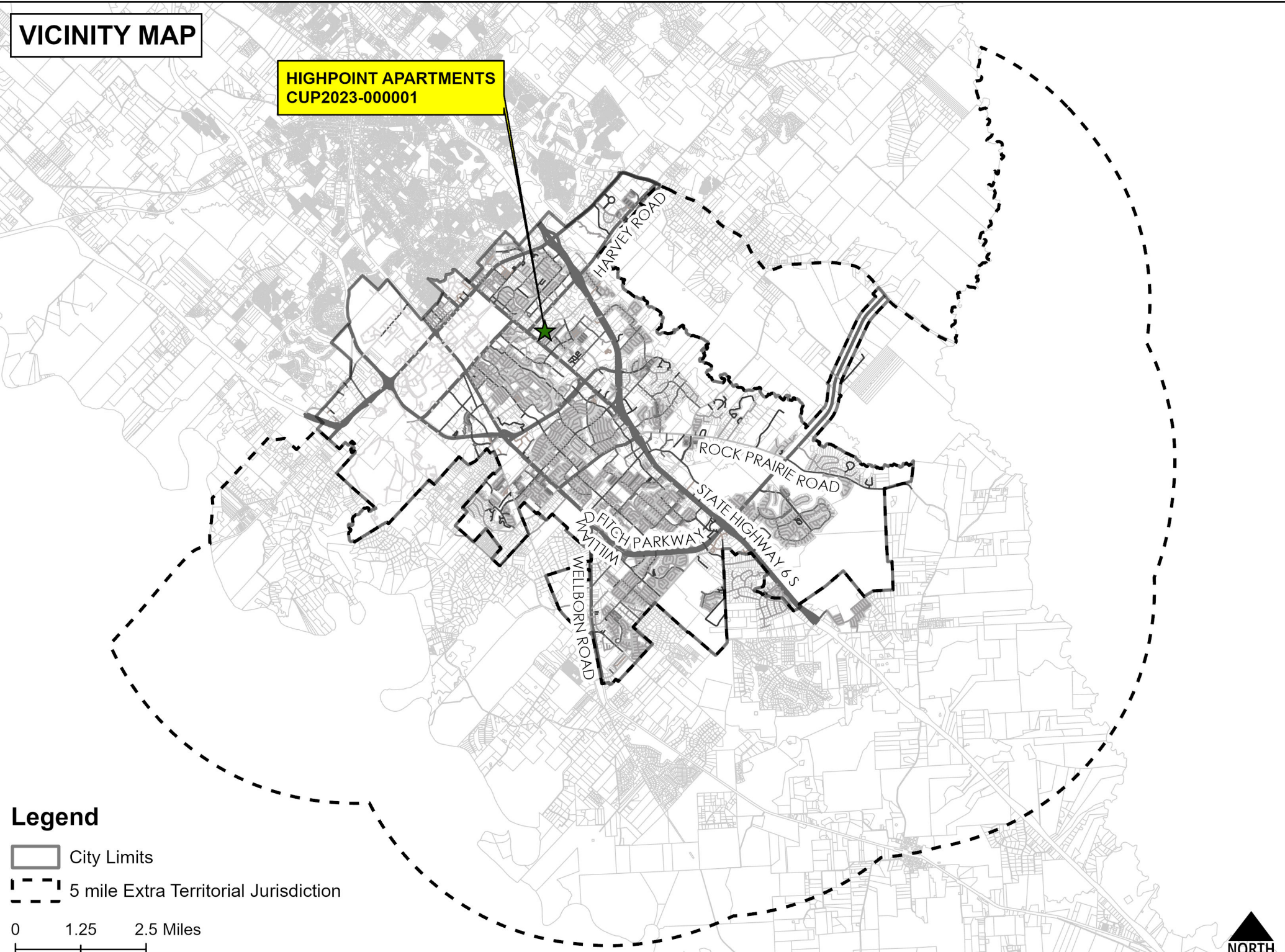
Conditional Use Permit Conditions:

1. No public access shall be allowed onto George Bush Drive East, but rather the installation of Grasscrete, and a gate with Knox Box for Fire access.
2. The buildings shall have a reduced building setback on Holleman Drive East, with pedestrian access from the units to existing sidewalks to be in-line with the intended urban form of the zoning district.
3. The development shall conform to the site and landscape plans as depicted in Exhibit B and Exhibit C.

Exhibit C

VICINITY MAP

HIGHPOINT APARTMENTS
CUP2023-000001

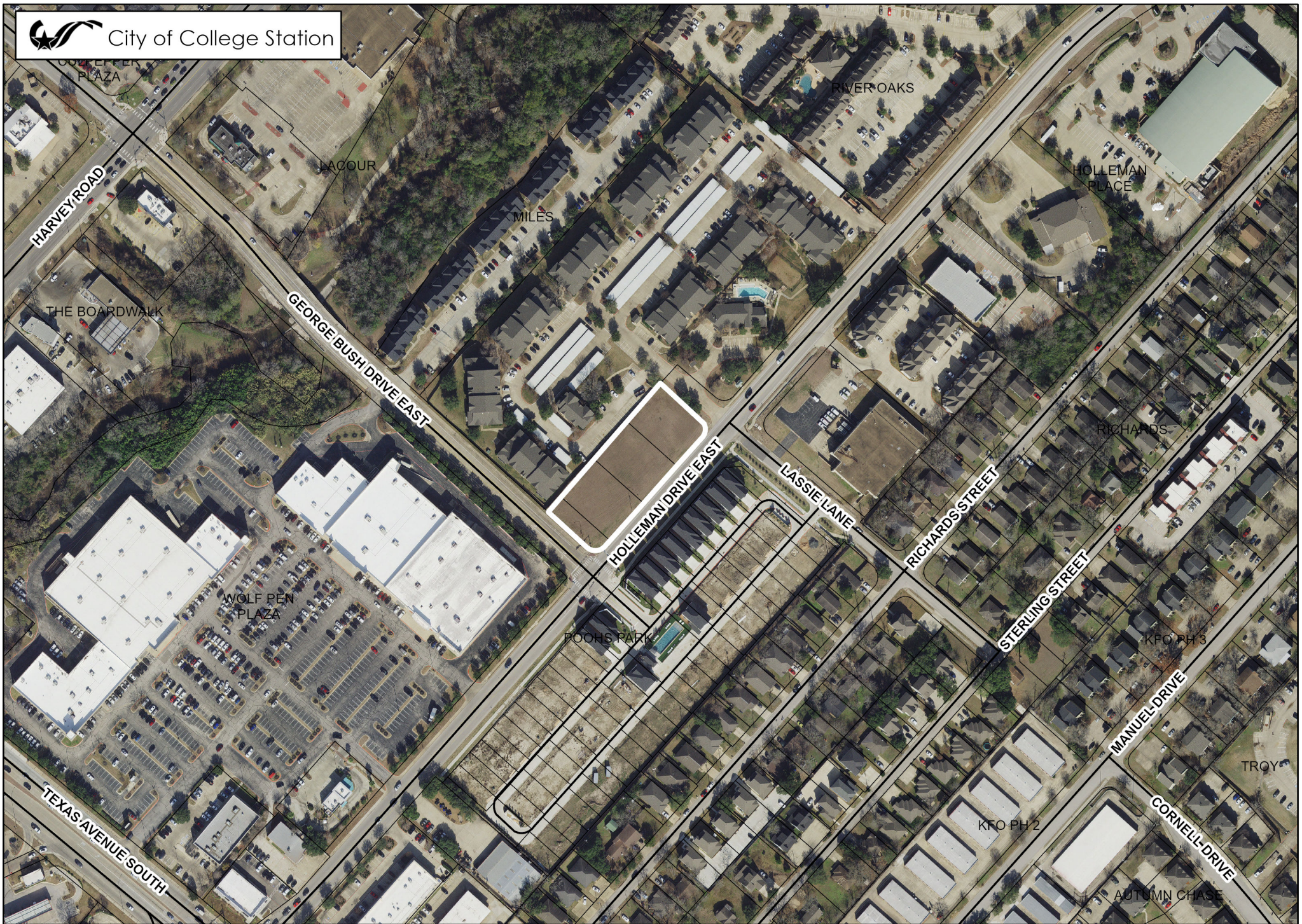


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles





0 245 490 Feet

HIGHPOINT APARTMENTS

Case: CONDITIONAL USE PERMIT
CUP2023-000001



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MH Middle Housing
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 270 540 Feet

HIGHPOINT APARTMENTS

Case: **CONDITIONAL USE PERMIT**
CUP2023-000001

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 17, 2023
Advertised Council Hearing Date: August 24, 2023

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: 24

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	Neighborhood Center	WPC Wolf Pen Creek	Multi Family
South	Major Collector	GC General Commerical	Holleman Dr E (2 lane Major Collector)
East	Neighborhood Center	WPC Wolf Pen Creek	Multi Family
West	Major Collector	GC General Commerical	George Bush Dr E (2 lane Major Collector)

DEVELOPMENT HISTORY

Annexed: August 1958
Zoning: R-1 Single Family Residential (upon annexation 1958)
WPC Wolf Pen Creek (December 1988)

Final Plat: Poohs Park
Site Development: Undeveloped.



CONDITIONAL USE PERMIT APPLICATION SUPPORTING INFORMATION

Name of Project: HIGHPOINT APARTMENTS

Address: 213 HOLLEMAN DR E

Legal Description: POOH'S PARK, BLOCK 4, LOT 7

Applicant:: J4 ENGINEERING

Property Owner: TEDDY JED LLC

Detailed explanation of the proposed use:

The proposed development is one, 3-story apartment building with 24, 2-bedroom units and 6, 1-bebroom units for a total of 30 units. All three floors will be apartment units with no mixed use.

Explain how the proposed use will meet the purpose and intent of the UDO and how it will meet all of the minimum standards:

At this point in time, City Staff has reviewed and confirmed that the Site Plan and associated construction plans have met all UDO and design requirements.

Explain how the proposed use is consistent with the Comprehensive Plan:

The Comp Plan shows this site to be within a Neighborhood Center which is defined as areas that are appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner and may be mixed vertically within structures. Our site is small at just over 1 acre in size that is an in-filling project with similar neighboring developments utilizing a residential component. We have enhanced pedestrian access onsite that is integrated with the existing public access to provide walkability within the neighborhood and adjacent commercial developments.

Explain how the proposed use is compatible with the surrounding areas:

This development is surrounded on two sides by The Arbors Apartments which is an 8-acre development of 10 buildings that are the same produce as the Highpoint Apartments. Across Holleman Drive from the site is The Estates of College Station which is a 5.6-acre development of 60 individual residential units. Across George Bush Drive from the site is Wolf Pen Plaza which is a 15-acre commercial development of big box and strip retailers. Therefore, the contiguous neighbor is the same apartment product proposed and the surrounding developments all meet the desired Neighborhood Center mixed-use definitions.

Explain how the proposed site plan and circulation plan will be harmonious with the character of the surround area:

The site is located at the corner of Holleman and George Bush Drive which are both major collectors. Public access to the site will be via Lassie Lane which is a local street and all parking will be in rear, behind the building which screens it from view of Holleman Drive. Additional, no public access will be allowed from George Brush Drive, only emergency access.

Explain how the infrastructure impacts will be minimized, including traffic impacts:

With no direct public access to Geroge Bush or Holleman Drives, there will be no traffic impacts. As mentioned before, both Geroge Bush Drive and Holleman Drive are major collectors which have been designed for higher traffic volumes. All public water and sewer infrastructure is existing and all of which are larger than the minimum design requirements, being master planned and designed for complete build-out of the area.

Explain the effects the use will have on the environment:

The proposed development will utilize rear entry access and parking which screens this area from view of the Right-of-Way. In addition, enhanced landscaping and streetscaping is provided along both George Bush and Holleman Drives. These two elements combined, allow for the development of the site while maintaining an appearance consistent with the Wolf Pen Creek Master Plan and the development corridor as an active and passive recreational area.

For Night Clubs, Bars, or Taverns: approximate the distance to the nearest residential area and indicate the housing type:

N/A.

For Night Clubs, Bars, or Taverns: estimate the noise levels produces from the proposed use as heard from all property lines:

N/A.

For Night Clubs, Bars, or Taverns: approximate the distance to the nearest church, school, or hospital from the front door, along property lines, to the front door:

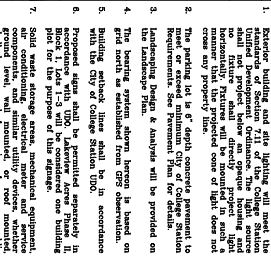
N/A.

For Mobile Food Courts, approximate the distance to the nearest single-family, duplex, or townhouse zoning districts:

N/A.

For Long-Term Mobile Food Courts only, are alcohol sales proposed? If yes, approximate the distance to the nearest church, school or hospital from the front door, along property lines, to the front door:

N/A.

Construction Notes

right-of-way or residential district within the subject lot, measured from a point on the right-of-way or residential district boundary line to the nearest point on the subject lot boundary line.

9. The irrigation system must be approved and installed prior to C.O.
10. Possible Water Projection - All drains, downspouts, gutters, and roof drains, intended to serve some specific function and that are not connected to the sewer, shall be provided with a backwater prevention device to prevent the backflow of water and contamination of the water supply system.
11. Irrigation System - Possible water supply may be provided by a city water main, or a private vacuum breaker, or a nearby domestic water supply. The system shall be approved by the city water utility assembly and installed per City Ordinance.
12. All wells and devices are shown on the present plan, and are measured to the back of the lot.
13. All other drainage details.

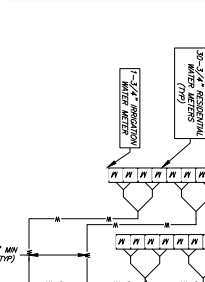
Country Demand

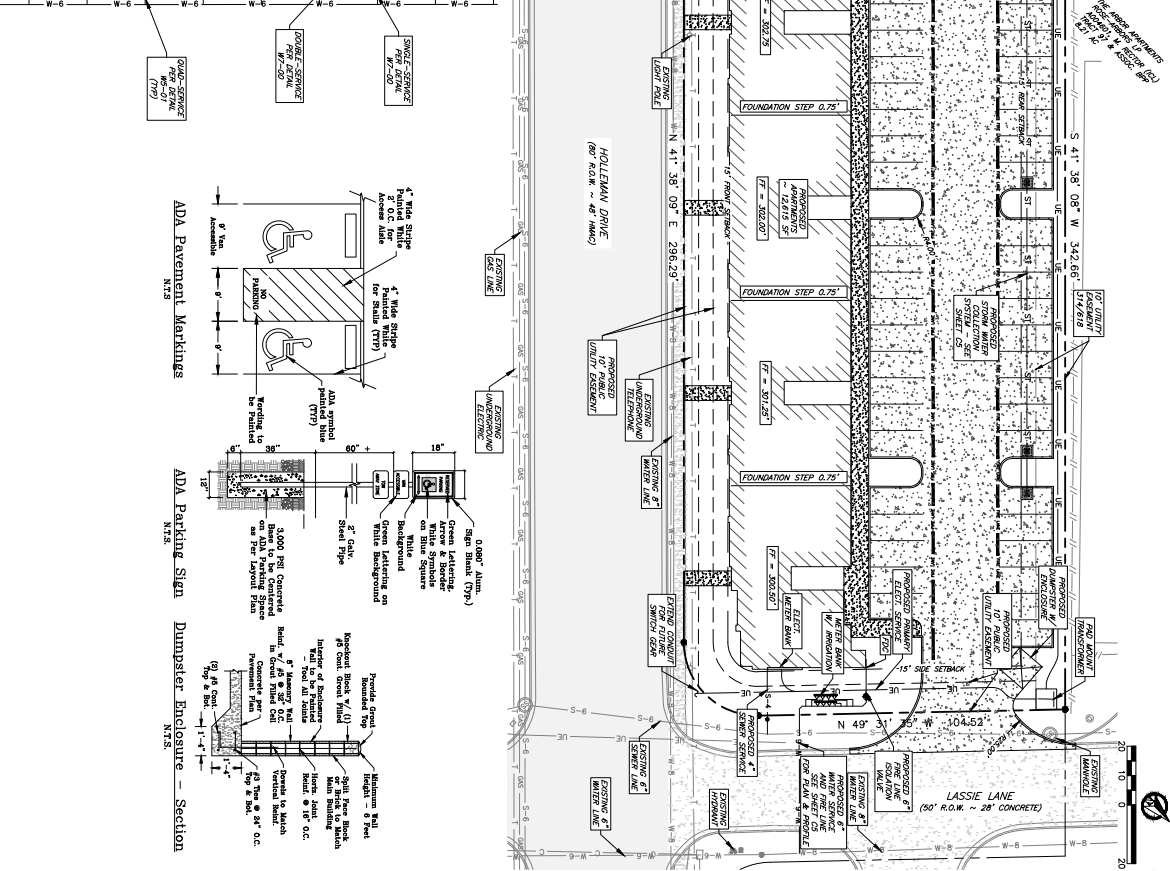
- | | |
|----------------------------------|----------|
| Minimum | 0 gpm |
| Average | 0.5 gpm |
| Maximum (peak) | 0.76 gpm |
| 1" domestic water meter per unit | |
| Sanitary Sewer Demand | |
| Minimum | 0 gpm |
| Average | 0.16 gpm |
| Maximum (peak) | 0.76 gpm |
| 0" sanitary sewer line | |

Figure 1 is a cross-sectional diagram of a road. On the left, a hatched area represents a shoulder or embankment. To its right is a '20' TIRE LANE'. Further right is a '100' x 4 ft' area, which is a narrow, rectangular section. The diagram shows the relative positions of these road features.

EXISTING BUILDING FACADE

FACADE



 $\frac{2^*}{(m)}$ 

General Notes

- [illegible]

Owner/Developer Information:
Teddy Jed LLC
3010 E Villa Maria Rd
Bryan, TX 77803



**PRELIMINARY PLANS
NOT FOR CONSTRUCTION**

[illegible]

PO Box 5192 - Bryan, Texas - 77805
979-739-0867 www.J4Engineering.com
Fax # 0064

High Point Apartments

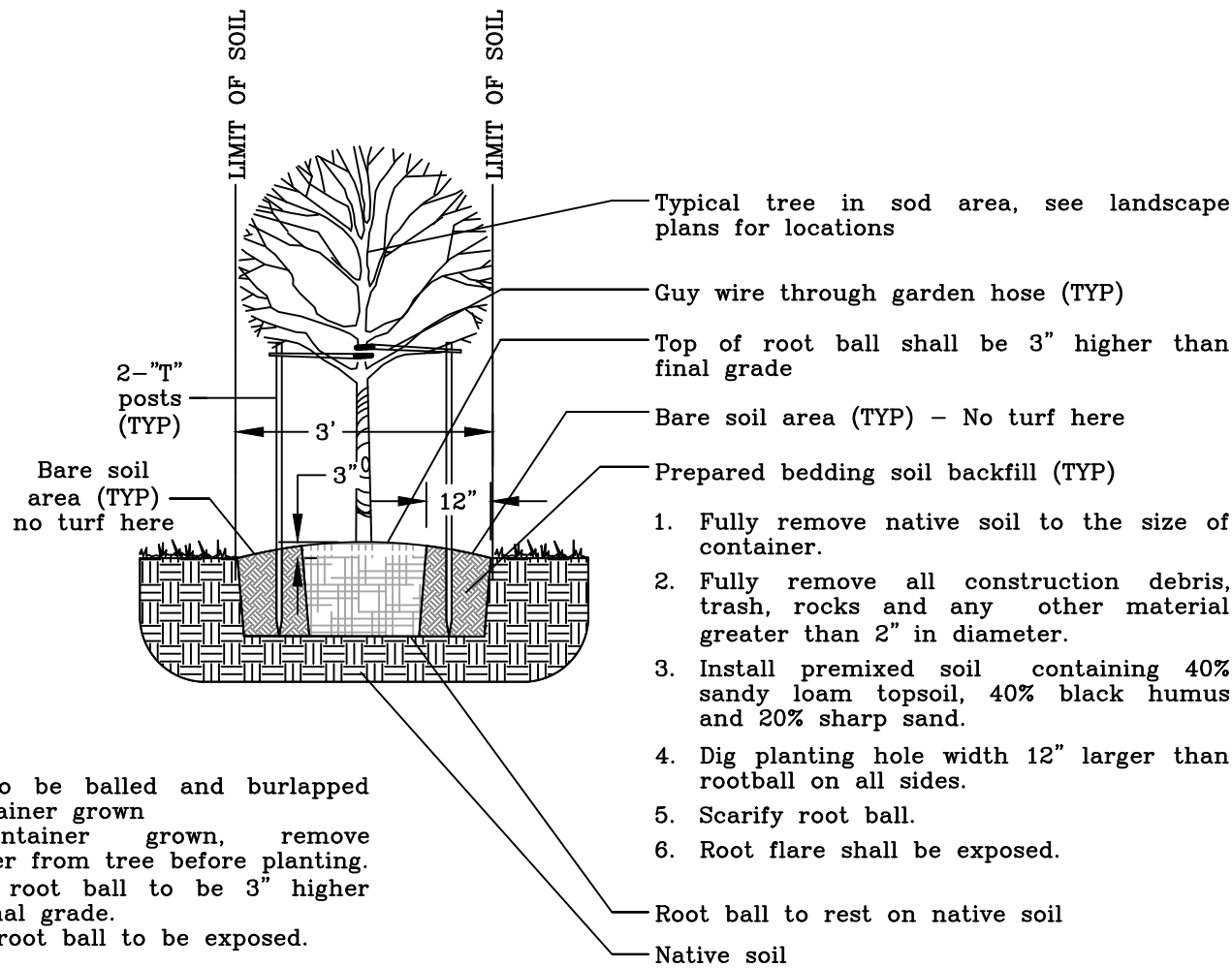
*Post's Park Block 4,
Lots 7 (Pr of), 8, 9, & 10 ~1.02 AC
College Station, Brazos County, Texas*

Date:	July 2023
Topic:	As Noted
Result:	C2

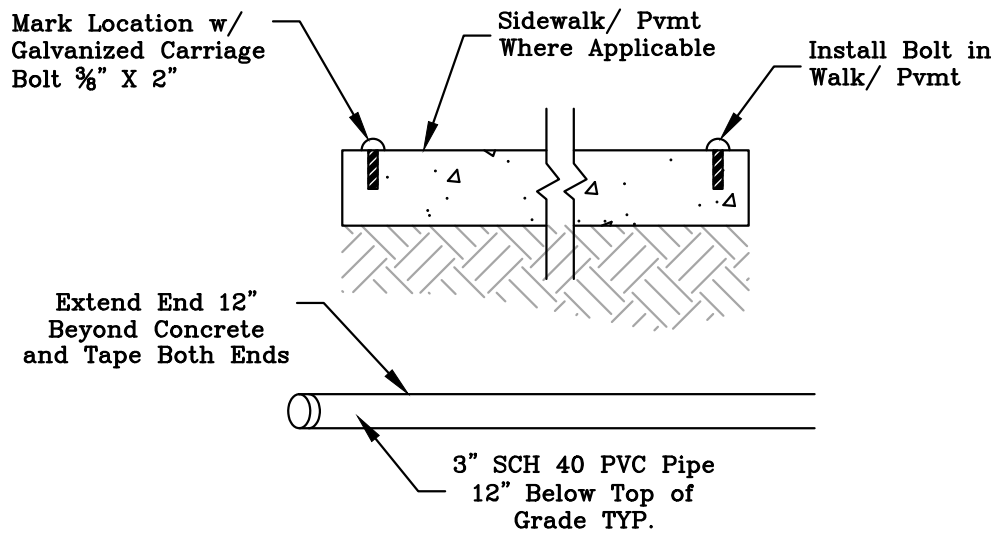
Landscape Notes:	
1.	All trees shall be provided as container grown trees.
2.	All landscaping plant material shall be guaranteed for a period of thirty days from the date of installation by contractor. After thirty days, the owner will be responsible for maintenance of all landscaping.
3.	The property owner is responsible for regular weeding, mowing, fertilizing, and other maintenance of all plantings following acceptance from Contractor. The required landscaping must be maintained in a healthy, growing condition at all times.
4.	Plant material shown here is represented at its mature size. Plantings to be installed will be significantly smaller than those shown and should not be expected to reach maturity for several years dependant on growing conditions.
5.	Contractor is to seed all disturbed areas left unpaved and guarantee coverage of vegetation until establishment of grass. Grass type shall be Bermuda grass or Rye/Bermuda mixture.
6.	All water meters, hydrants, valves, manholes, and cleanouts, on or adjacent to the property, must remain accessible during construction and upon the completion of necessary grading and landscaping.
7.	"Cal." indicates caliper at 12" above the ground. Multi-trunk trees' caliper is measured with the single, largest cane.

Notes:

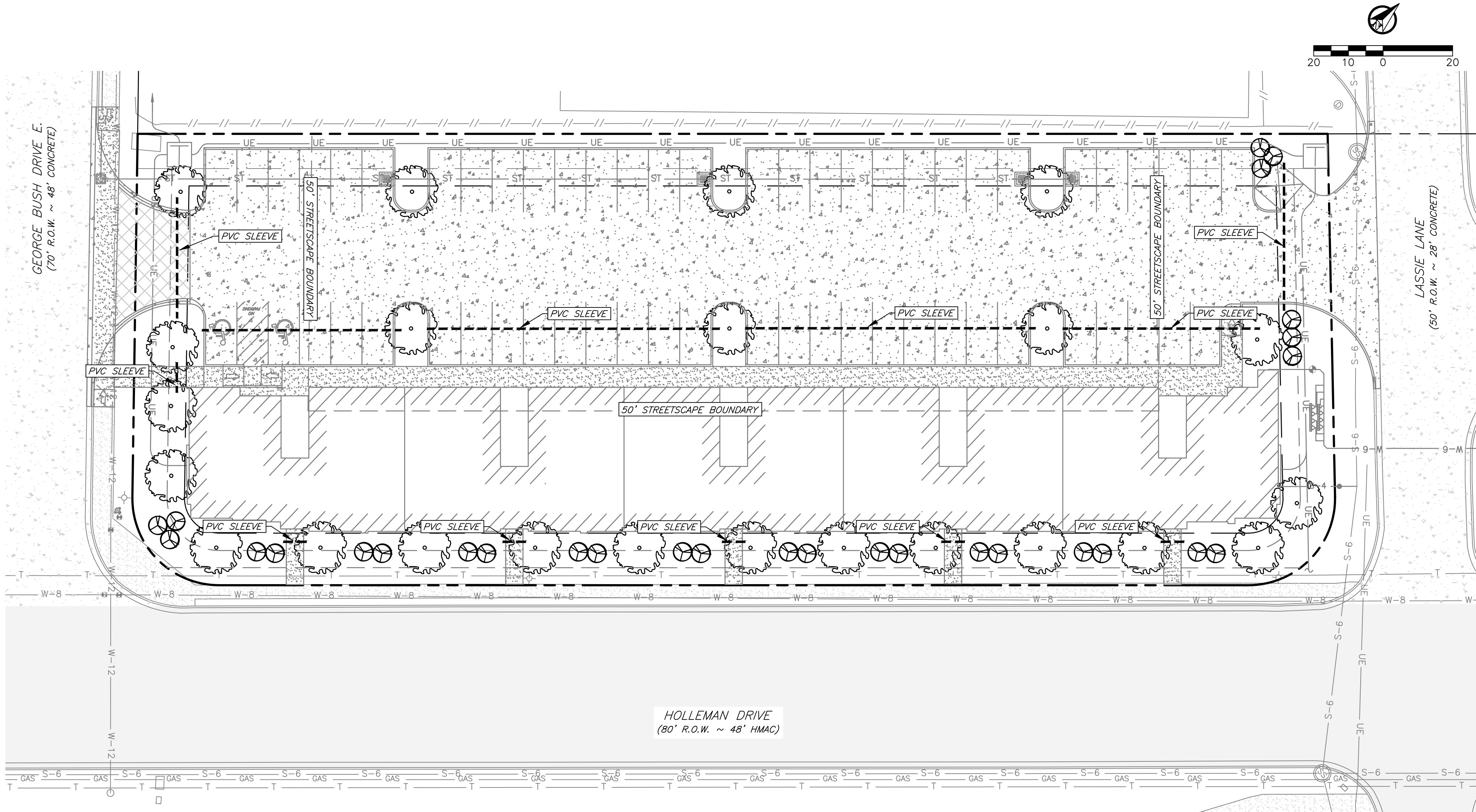
1. Trees to be balled and burlapped or container grown
2. If container grown, remove container from tree before planting.
3. Top of root ball to be 3" higher than final grade.
4. Top of root ball to be exposed.



Tree Staking & Planting
N.T.S.



Typical PVC Sleeve
N.T.S.



Points Required
Landscaping Requirements
34,008 Disturbed Area (sf)
(34008 sf / 1,000) x 30 Points = 1021
(Min of 800 Points)
Additional Landscape Points for Streetscape
Hollerman Dr - 346' x 6 Points = 2076
George Bush Dr E. - ((105' x 6 Points = 630
Lassie Ln - ((105'-24' x 6 Points = 486
Total Points Required = 4518

Streetscape	
Required	Provided
Hollerman Dr Streetscape: 346/32 = 11 Canopy Trees Required	17 Canopy Trees Provided & 4 Non-Canopy Trees Provided*
Lassie Ln Streetscape: 105/32 = 4 Canopy Trees Required	
G.Bush Dr Streetscape: 105/32 = 4 Canopy Trees Required	
* 2 NON-CANOPY TREES COUNT AS 1 CANOPY TREE	

Points Provided					
Symbol	Size	Name &Type	Quantity	Point Value	Total Points
	2.1" -3.4" CAL.	Cedar Elm (Ulmus Crassifolia) Canopy	17 Streetscape	150	2550
	2.1" -3.4" CAL.	Cedar Elm (Ulmus Crassifolia) Canopy	6	150	900
	Bigger than 1.25" CAL.	Crepe Myrtle (Lagerstroemia indica) Non-Canopy	4 Streetscape	40	160
	Bigger than 1.25" CAL.	Crepe Myrtle (Lagerstroemia indica) Non-Canopy	25	40	1000
Total Points Provided =					4610

Landscape Plan

General Notes:

1. An irrigation system to service all new plantings will be installed by a certified installer prior to a certificate of occupancy being issued.
2. Irrigation system must be protected by either a pressure vacuum breaker, reduced pressure principle back flow device, or a double-check back flow device and installed as per city ordinance 2394.
3. All backflow devices must be installed and tested upon installation as per city ordinance 2394.
4. Contractor/developer to furnish accurate as built irrigation plans to city of college station parks department. Show lines, valves, heads, controller, wiring, etc.
5. 100% coverage of groundcover, decorative paving, decorative rock(not loose)or a perennial grass is required in parking lot islands, swales and drainage areas, the parking lot setback, rights-of-way, and adjacent property disturbed during construction.
7. It is the intent of these plans to comply with all City of College Station guidelines, specifications, & details.
8. See Sheet C1-General Notes.

No.	Revision/Issue	Date
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Firm Name and Address:



PO Box 5192 - Bryan, Texas - 77805
979-739-0567 www.J4Engineering.com
Firm# 9951

Project Name and Address:

High Point Apartments

Pooh's Park Block 4,
Lots 7 (Pt of), 8, 9, & 10 ~1.02 AC
College Station, Brazos County, Texas

Date: July 2023	Sheet: L1
Scale: As Noted	

August 24, 2023

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, 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